AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

August 25, 2026
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

To observe and participate in the online video portion of the meeting through your personal computer or device, follow this link:
https://us02web.zoom.us/j/82012644588?pwd=GwdLNir0X6fHkhlgVjAjRUQf1C6yoz.1

Dial in: +1 669 900 9128

Meeting ID: 820 1264 4588
Password: 1913-92220

Join Via Audio/Passcode: 8464147627 - *9 raise hand

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

1. CALL TO ORDER

1.1 **INVOCATION**
Performed by Pastor Nate Rodriguez of Infinite Center Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

4. REPORT ON CLOSED SESSION

Phaedra Norton, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

5.3.1. Banning Youth Council Appointments
Recommendation: Appoint five applicants to the Banning Youth Council.

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 ANNOUNCEMENTS OF CITY COUNCIL MEMBERS

5.6 CITY TREASURER'S REPORT

5.7 CITY MANAGER'S REPORT

5.8 CITY ATTORNEY'S REPORT

6. CONSENT ITEMS

The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council/Banning Utility Authority/Successor Agency Board wishes to remove an item for separate consideration.

6.1 Consideration and Approval of the following City Council Meeting Minutes:

- January 13, 2026
- January 27, 2026
- January 27, 2026 - Closed Session
- February 5, 2026 - Closed Session
- February 10, 2026
- February 10, 2026 - Workshop
- May 12, 2026
- May 14, 2026 - Workshop

Recommendation: Approve the Meeting Minutes of:

- January 13, 2026
- January 27, 2026
- January 27, 2026 - Closed Session
- February 5, 2026 - Closed Session
- February 10, 2026
- February 10, 2026 - Workshop
- May 12, 2026
- May 14, 2026 - Workshop

6.2 Receive and File Fire Protection Services Statistics for the Month of June and July 2026
Recommendation: Receive and file

6.3 Receive and File Code Enforcement Statistics for the Month of June & July 2026
Recommendation: Receive and file

6.4 Receive and File Police Department Statistics for the Month of June & July 2026
Recommendation: Receive and file

6.5 Receive and File Animal Control Statistics for the Month of June & July 2026
Recommendation: Receive and file

6.6 Approval of City Attorney Invoices for the Month of July 2026
Recommendation: Approve the attorney invoices for July 2026 as presented in the amount of $124,916.70

6.7 Parks and Recreation Report of Monthly Activities through the 4th Quarter of Fiscal Year 2025/2026
Recommendation: Receive and file

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

6.9 Receive and File the Combined Cash and Investments Report for September 2025 Through June 2026
Recommendation: That the City Council receive and file the combined Cash and Investments Report for September 2025 through June 2026, in accordance with Government Code § 53607.

6.10 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of April 2026.
Recommendation: Receive and file.

6.11 A Resolution of the City Council of the City of Banning, California, Retroactive Approval for the Appointment of a Retired Annuitant, Michelle Green, as extra help.

Recommendation: Adopt Resolution 2026-114

6.12 Consideration of Resolution No. 2026-117, to Authorize the City Manager to Execute Amendment No. 2 to the Reimbursement Agreement with SFPP, L.P., a Delaware Limited Partnership, for additional Costs Associated with the Relocation of Pipeline Facilities owned and Operated by SFPP in Relation to the Sun Lakes Boulevard Extension Project.
Recommendation: Approve Resolution No. 2026-117

6.13 Consideration of Resolution 2026-119, Approving Amendment No. 2 to the Professional Services Agreement with STC Traffic, Inc. for the Design of Traffic Signal Hardware Upgrades at 17 Intersections to Extend the Term to March 31, 2027.
Recommendation: Approve Resolution 2026-119

6.14 Consider Resolution No. 2026-121, Authorizing the City Manager or Her Designee to Execute the Memorandum Of Understanding (MOU) Agreement and All Related Grant Documents, for the Sustainable Communities Program-Active Transportation and Safety, Banning Two-Way Cycle Track Safety Project, With the Southern California Association Of Governments (SCAG) on Behalf of the City of Banning
Recommendation: Adopt Resolution No. 2026-121

7. PUBLIC HEARINGS

7.1 Compliance with Assembly Bill 2561/Government Code Section 3502.3 regarding vacancies, recruitment and retention efforts

Recommendation: Conduct a public hearing on workforce vacancies, recruitment, and retention efforts in accordance with Assembly Bill 2561

8. DISCUSSION ITEMS

8.1 Urgency Ordinance No. 1625 - Establishing a Moratorium on Cannabis Cultivation Warehouses, Manufacturing and Testing

Recommendation: Staff recommends the City Council adopt ORDINANCE NO. 1625 an Interim Urgency Ordinance of the City Council of the City of Banning, California, adopting and imposing a temporary moratorium on the submittal and approval of licenses, permits, approvals, or other entitlements for use, including any modification thereof for marijuana cultivation, marijuana cultivation activities, cultivation facilities, manufacturing facilities, testing laboratory facilities, distribution facilities or cannabis microbusiness

8.2 Consideration of Resolution 2026-110, Approving the Purchase of a New IBM Server to Support the Central Square-Naviline ERP Upgrade, Authorizing the Required Installation Services, and Approving a Citywide Naviline Business Process Review and System Re-Implementation

Recommendation:

Adopt Resolution 2026-110

8.3 Informational Update: Existing Vacant Property Registration and Enforcement Framework Under Banning Municipal Code Chapter 8.12 and Ordinance No. 1589

Recommendation:

That the City Council receive the report, discuss the information presented, and provide direction to staff, as deemed appropriate.

8.4 Professional Services Agreements for On-Call/As Needed CEQA/NEPA Services

Recommendation: The Community Development Department recommends the City Council take the following actions:

1. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and PlaceWorks, Inc., to provide on-call CEQA/NEPA services;
2. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and Albert Webb & Associates to provide on-call CEQA/NEPA services;
3. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and Environmental Planning Development Solutions, Inc., to provide on-call CEQA/NEPA services;
4. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and Kimley-Horn Inc., to provide on-call CEQA/NEPA services; and
5. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and Michael Baker International, Inc., to provide on-call CEQA/NEPA services;

8.5 Consideration of Resolution 2026-02UA, Approving a Professional Services Agreement with Water Resources Economics, LLC, in the Amount of $108,805 for Preparation of the City's 2027 Water and Wastewater Rate Study
Recommendation: Adopt Resolution 2026-02UA

8.6 Consideration of Resolution 2026-104 Approving a Contract with Clean Energy for the Compressed Natural Gas (CNG) Fueling Station Maintenance Program
Recommendation: Approve Resolution No. 2026-104.

8.7 Adoption of the City of Banning's Social Media Policy for Public Officials.

Recommendation: Adopt Resolution 2026-122

In light of the United States Supreme Court opinion in Lindke v. Freed (2024) 601 U.S. 187, it is recommended that the City of Banning adopt a Social Media policy that (1) clearly delineates between official social media accounts and personal accounts while discouraging hybrid accounts, and (2) establishes that all official social media accounts are intended to provide one-way informational communications only from the City to the public.

8.8 City Council Resolution of Support for the "Our Neighborhood Voices" Ballot Initiative to Amend Article IX of the California Constitution related to Zoning and Land Use Matters of Local Authority
Recommendation: A the request of Mayor Richard Royce, adopt Council Resolution No. 26-113 supporting the "Our Neighborhood Voices" Ballot Initiative.

8.9 Discussion and Direction on a Proposed Ordinance Modifying Banning Municipal Code Section 2.04.070 - Appointment of Mayor and Mayor Pro Tem
Recommendation: Discussion and direction to staff on preparing a draft ordinance setting an annual rotation for Mayor and Mayor Pro Tempore

9. REPORTS OF OFFICERS

10. ITEMS FOR FUTURE AGENDAS

10.1 **NEW ITEMS**

10.2 **EXISTING ITEMS**
1. Streamline Procurement Policy (Flynn) August 2025
2. Sales Tax Agreement Update with Diamond Chevrolet (Flynn) December 2025
3. Maintenance and replacement of street signs. (Flynn) March 2026
4. Rename the Arthur Welch Community Center back to the National Guard Armory (Flynn) April 2026
5. Smoke Shop Moratorium (Miller) April 2026
6. Landscape Standards Review (Wallace) May 2026
7. Special Event Fee Schedule and Permit Process Review (Miller) May 2026
8. Review and discussion of the Censure Policy to ensure conformance with the City of Banning Manual of Procedural Guidelines and the Banning Municipal Code (Flynn) June 2026

11. ADJOURNMENT

Next Regular Meeting – September 8, 2026

Zoom Community Standards for Public Meetings

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

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

Estándares comunitarios de Zoom para Reuniones Públicas

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

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

AFFIDAVIT • DECLARACIÓN JURADA

IT IS HEREBY CERTIFIED under the laws of the State of California that the above agenda was posted on the City's website (www.banningca.gov) as well as the Bulletin Board at Banning City Hall, located at 99 E Ramsey Street, Banning, CA 92220, at least 72 hours in advance of the meeting.

Vickie Sellers

Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

PUBLIC NOTICE • NOTICIA PÚBLICA

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

Public Comment

Agenda Items

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

Non-Agenda Items

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

Special Assistance/Accessibility Requests

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

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

CONTACT • CONTACTO

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**5.3.1. Banning Youth Council Appointments**

STAFF RECOMMENDATION:

Appoint five applicants to the Banning Youth Council.

BACKGROUND:

The Banning Youth Council is as an advisory board to the City Council established under Chapter 2.42 of the Banning Municipal Code (BMC). The purpose of the Youth Council is to provide City youth with a vehicle to learn about government, participate in the process of city government, represent and articulate the needs of City youth, as well as advise the City Council on matters affecting the youth and teen population, especially City programs relating to youth and teens.
The Youth Council is composed of five (5) to nine (9) members who are appointed for two-year terms that can be
extended once. Currently five (5) positions are vacant due to graduation.

Today's applicants include:

Illiana Guichard
Xochitl Hernandez
Nathaly Spindola-Santos
Jayden Salgado
Daniel Garcia
Emma Pennington

JUSTIFICATION:

The City opened the application period for Youth Council appointments and publicly posted the vacancies on the City's website. The City Clerk's Office received six (6) applications, and all applicants meet the qualifications to serve.

FISCAL IMPACT:

No Fiscal Impact

ATTACHMENTS:

1. BYC Applications_Combined_Redacted.pdf
2. Banning__CA_Code_of_Ordinances.pdf

RECEIVED
JUL 16 2026
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

This application is to serve in one of nine positions on the new Banning Youth Council. The term of office for all positions are two years and are extendable by up to one year. The Banning Youth Council meets monthly on the **First Tuesday** of each month beginning at 5:00 p.m.

Name: Illiana Guichard

Phone: [redacted]

Email Address: [redacted]

Address: [redacted]

What High School do you currently attend? Banning High School

What grade are you in? 12th Grade (2026-2027)

How long have you lived in Banning? N/A: I live in Cabazon

Are you able to commit to attend Council meetings on its 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 chosen to serve. ***Please do not submit supplemental materials.***

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

I've received my education all here in Banning, CA. I went from Central Elementary, to Nicolet Middle, to where I am now: Banning High School. As a high school student I decided to involve myself in my community and school through various ways. I began with joining clubs and programs such as AVID, Key Club, Spanish Club, Link Crew, and NHS. I also started playing sports: Volleyball, Tennis, and Softball. In the beginning of my high school year I was pretty shy and not that outgoing but through these extracurriculars I gained great social skills, along with that I was able to learn beneficial things like costumer service, accountability, responsibility etc.

Along with that I'd like to include because of these extracurriculars I was motivated to join this programs called: D5 Youth Advisory Committe and to start two clubs of my own in Banning: Animal Club (School Club) and the Interact of San Gorgonio Pass (Community Club).

2. What unique skills and traits would you bring to the Banning Youth Council?

As stated prior through my extracurriculars I belive I have gained beneficial skills of: accountability, responsibility, and communication. To include, one thing about me is I am a very dedicated and fast paced person. I like to get to get things done, so through being a member of the Banning Youth Council I will put in hard work and dedication and strive to make an impact within my community.

3. Why are you interested in serving on the Banning Youth Council?

Through D5 Youth Advisory Committee, I was able to see some of the Banning Youth Council Members at our events. From that and other of the city council members telling me about the issues they are fighting within the community, I want to be apart of this because I belive its members are making a true impact. Plus, I've found that I really like serving my community, whether that be through community service or planning events for awareness.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?

If appointed, some subject matters I would be interested in discussing about the city of Banning is: 1. Organization/Program Awareness, for example: many aren't aware what YAC or what the Banning Youth Council is, I know I didn't when I was a freshman, I also know that if I was aware I would have joined as fast as I could, but it's not only that their are so many opportunities within banning but also great opportunities outside of it, which many individuals are unaware of. 2. More Fun Community Events within Banning: I believe if there were more events for fun for the youth in our community it would allow for a place to de-stress from school and be able to have fun. 3. Drug

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

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Signature

7/16/26
Date

RECEIVED
JUL 23 2026
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

This application is to serve in one of nine positions on the new Banning Youth Council. The term of office for all positions are two years and are extendable by up to one year. The Banning Youth Council meets monthly on the **First Tuesday** of each month beginning at 5:00 p.m.

Name: Xochitl Hernandez

Phone: [redacted]

Email Address: [redacted]

Address: [redacted]

What High School do you currently attend? Banning High School

What grade are you in? Transitioning into 11th

How long have you lived in Banning? 7 Years

Are you able to commit to attend Council meetings on its 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 chosen to serve. ***Please do not submit supplemental materials.***

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

In middile school I was involved in the soccer team and ASB extracurriculur class. In 7th grade I was the secretary and in 8th I was the ASB president. As the ASB President I was responsible for coordinating school activities and events. I've also received a presidental award and have made honor roll every year. I have been involved in sports for the last 5 years and, where Ive spent apart of my time on the Banning soccer team, as an athelete and manager. As for volunteer experience, I have aided my local church, Saint Kateritekawitha. I have also contributed to many school events such as track meets, football games, and graduations. I'm part of the California Cadet Corps (CACC) which is a Military based program at Banning High School. I have been assigned as the executive officer, and recently I have been

2. What unique skills and traits would you bring to the Banning Youth Council?

I am a very ambitous and driven person. I prefer challenges more than simple problems because I like to use my brain, skills, and overall experience to enhance my mindset and versatility. I can be very motivated to get a job done, I rarley give up if I can't finish an assigment because I feel like unfinished work is disorganized and can get in my way when trying to focus on other responsibilities. I have good leadership skills by my mannerism of getting things done. I can get a group of people and direct them in a timely, efficient, logical, and organized manner. I won't deny I'm more of an idependant charcter however I think my sense of authority to overcome obstacles,

3. Why are you interested in serving on the Banning Youth Council?

I'm interested in serving in the Youth Council because I'd like to play a bigger part in the community and have a platform where I can provide ideas, suggestions, and insight on teen trends. It gives me a good opurtunity where my ideas would count and can be utilized to serve the public.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?

Entertainment. When I walk around school I hear many students talk about how there not much to do around the city. Movies theaters, football games, and public parks aren't really a hit among our youth group right now. Why must we wait for seasonal events like christmas parades or stagecoach to go out and have fun? We all know by now that teenagers and kids prefer to stay indoors and focus on their phones, games, and devices. It's ridiculous on how we're all glued to a screen why is it hard for us to just go out and have fun around the city? I think it's because people are tired of the same old same old, therefore we need something new to catch peoples eye. It could

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Banning, CA 92220

Or email to: cityclerks@banningca.gov

Remember to sign your application.

7/23/26

Signature Date

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JUL 24 2026
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City Clerk's Office

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

This application is to serve in one of nine positions on the new Banning Youth Council. The term of office for all positions are two years and are extendable by up to one year. The Banning Youth Council meets monthly on the **First Tuesday** of each month beginning at 5:00 p.m.

Name: Nathaly Espindola-Santos

Phone: [redacted]

Email Address: [redacted]

Address: [redacted]

What High School do you currently attend? Banning High

What grade are you in? 11th Grade

How long have you lived in Banning? 4 years

Are you able to commit to attend Council meetings on its 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 chosen to serve. Please do not submit supplemental materials.

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

I am 16 years old. I live with my mom, dad, and 2 brothers. I attend Banning High school and take Honor and AP classes. I am involved in many extracurricular activities as I am in the Girls Tennis and Track and Field team at my high school and I am in various clubs such as Spanish club, Bible club and Key club. A Club I am involved in outside of high school would be Interact. I have done many volunteer work for our community such as campus and community clean ups, helping with events like football games and cultural events at our park, volunteering to help people in need and tutoring.

2. What unique skills and traits would you bring to the Banning Youth Council?

Unique skills and traits I would bring to the banning youth council is that I am a very open minded person, I am up for new ideas to help our community as I'm able to switch between different concepts and view things in a different perspective if wether it will have a negative or positive impact for the future for our community, to add on to this I am able to listen and watch different viewpoints of others opinions and/or ideas and make a balance between them rather than to argue. Another skill I would bring is that I have a global mindset, I understand perspectives of people with cultural backgrounds and would help them feel comfortable and understood in our community. I would also bring the ability to be able to take in information and turn it into strategic ideas to further help our community. If given the chance I am confident I will bring much more strengths to help our community

3. Why are you interested in serving on the Banning Youth Council?

I am interested in serving the banning youth council because I want to make a positive difference in our community. I want to see Banning grow into a place where people can feel seen and heard. Another reason why I am interested is because I want to be able to take on larger projects and learn new skills to gain experience. I also have a passion to help others when in need, me being able to serve in the banning youth council would help me grow this passion.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?

A subject matter I would be interested in discussing is about the safety of the youth in our community. The safety of students when walking home is a big thing, there are unsheltered people around areas where students pass by and this has raised concern for parents and students. I would also like to discuss the lack of lighting on our streets,it becomes unsafe when walking during the night especially during daylight savings when students walk back from extracurricular activities. The safety of the youth is a topic I am deeply interested in and would like to discuss and make a change in so that the youth can feel safe at all times at banning.

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

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Nespindola — Signature

7/22/26 — Date

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

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RECEIVED
AUG 04 2026
City of Banning
City Clerk's Office

Name: Jayden Salgado

Phone: [redacted]

Email Address: [redacted]

Address: [redacted]

What High School do you currently attend? Banning High school

What grade are you in? 10th Grade

How long have you lived in Banning? Around 2 years

Are you able to commit to attend Council meetings on its 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 chosen to serve. ***Please do not submit supplemental materials.***

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

I am a Junior Athletic Scholar that resided here halfway through the beginning of my freshman semester. Taking challenges, either academically or physically, with strong tenacity. I am actively involved in sports (4 total), especially basketball and volleyball, gathering experience in teamwork, discipline, and leadership. Through school and personal volunteer experience, I have developed a sense of problem-solving skills. I enjoy being able to give a helping hand to others whenever I have the opportunity and believe everyone should be treated with respect. I am always looking for ways to improve myself and contribute positively in any way I can.

2. What unique skills and traits would you bring to the Banning Youth Council?

I believe my strong work ethic and willingness to listen to different perspectives before making decisions. I stay calm under pressure and focus in finding practical solutions to problems. I am dependable and committed to following through on my responsibilities. I enjoy working regardless of anything, even if I work in a group, I make sure their ideas and thoughts are heard and included. I am open-minded and willing to learn from people who give other ideas and experiences.

3. Why are you interested in serving on the Banning Youth Council?

I took consideration to the serving on the BYC because I think it would help improve the community for the younger crowd. I believe Students should have a voice in decisions that affect them. Also, I think this opportunity would allow me to learn more about how local government works while giving back to the city. I also want to develop stronger public speaking skills through this service. I enjoy working with other who share the same common goals and creating a change.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?

I would like to discuss opportunities to youth sports in our city of Banning. I believe that expanding access to sports programs and creating more community intervention into sports activities can benefit the young people of Banning. Sports are able to teach important values, such as teamwork, discipline, leadership, and determination. Encouraging youth participation in athletics and help build healthier lifestyles and stronger connections between students.

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

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

Signature 08/04/2026 Date

RECEIVED
AUG 04 2026
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

This application is to serve in one of nine positions on the new Banning Youth Council. The term of office for all positions are two years and are extendable by up to one year. The Banning Youth Council meets monthly on the **First Tuesday** of each month beginning at 5:00 p.m.

Name: Daniel A. Alvarez Garcia

Phone: [redacted]

Email Address: [redacted]

Address: [redacted]

What High School do you currently attend? Banning High School

What grade are you in? 12 th

How long have you lived in Banning? 6 Years

Are you able to commit to attend Council meetings on its 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 chosen to serve. ***Please do not submit supplemental materials.***

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

I am an Honor Roll student at Banning High School who is committed to academic success, personal growth, and serving my community. As a member of the wrestling and tennis teams, I have developed discipline, perseverance, teamwork, and leadership skills that have helped me both in and out of the classroom. I enjoy volunteering at community events and am always willing to lend a helping hand whenever I can. These experiences have taught me the importance of responsibility, respect, and giving back to others. I hope to bring my positive attitude, strong work ethic, and commitment to service to the Banning Youth Council while representing the voices and ideas of the youth in our community.

2. What unique skills and traits would you bring to the Banning Youth Council?

I would bring a strong work ethic, a positive attitude, and a genuine commitment to serving others. As a student-athlete in wrestling and tennis, I have learned discipline, perseverance, teamwork, and how to remain focused under pressure. I am a respectful listener who values different perspectives and enjoys working with others to solve problems. I am dependable, open to learning, and always willing to step up when help is needed. As an Honor Roll student, I understand the importance of responsibility and leading by example. I believe these qualities will allow me to represent the youth of Banning with integrity, dedication, and respect.

3. Why are you interested in serving on the Banning Youth Council?

I am interested in serving on the Banning Youth Council because I want to make a positive difference in the community that has become my home. I believe young people should have a voice in decisions that affect our city, and I want to represent their ideas and concerns. Serving on the Youth Council would allow me to work alongside community leaders, learn more about local government, and help create positive change. I also hope to inspire other young people to become involved in their community through volunteerism, leadership, and civic engagement. This opportunity would help me grow as a leader while giving back to the City.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?

If appointed, I would like to focus on community beautification, public safety, homelessness, and animal welfare. I want to help organize community cleanups, encourage youth involvement, and ensure the voices of Banning's youth are heard as we work together to build a safer, cleaner, and stronger community.

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

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Signature  8/4/2026
Date

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

This application is to serve in one of nine positions on the new Banning Youth Council. The term of office for all positions are two years and are extendable by up to one year. The Banning Youth Council meets monthly on the **First Tuesday** of each month beginning at 5:00 p.m.

Name: Emma Pennington

Phone: [redacted]

Email Address: [redacted]

Address: [redacted]

What High School do you currently attend? Redlands East Valley High School

What grade are you in? 10th Grade

How long have you lived in Banning? 2 Weeks

Are you able to commit to attend Council meetings on its 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 chosen to serve. ***Please do not submit supplemental materials.***

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

I am a high school student who believes that the best way to make a difference is by getting involved whether it is through my actions, my words, or the time I give to others. I give back through volunteering in the Labor & Delivery unit at Redlands Community Hospital, helping behind the scenes in technical theater at my school, or managing the school's football team, supporting students with special needs through Possibilities Club, learning that every role, big or small, can have a positive impact. These experiences have strengthened my compassion, leadership, communication, and teamwork skills while showing me the value of serving others. I hope to continue using those experiences to give back to my community.

2. What unique skills and traits would you bring to the Banning Youth Council?

I bring a passion for making a positive difference, an open mind, and a strong work ethic. I am someone who enjoys listening to different perspectives, working with people from all backgrounds, and finding ways to include everyone in the conversation. I believe leadership starts with being willing to listen, learn, and take action, that's the mindset I would bring to the Youth Council.

3. Why are you interested in serving on the Banning Youth Council?

Although I have only lived in Banning for a short time, I have already felt welcomed by the community, and that has made me want to become involved however I can. I see the Youth Council as more than a leadership opportunity, it is a chance to give back, represent the voices of local youth, and help create a community where everyone feels included. I believe that the most meaningful leaders are those who lift others up, and that's the kind of leader I strive to be.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?

I would like to discuss how Banning can become a model for inclusion by hosting city events that are intentionally designed for everyone, with accessibility accommodations, quiet spaces, ASL interpreters when appropriate, and activities to connect. Whether someone is a person with autism, is a wheelchair user, is hard of hearing, or experiences the world differently, everyone deserves opportunities to participate, build friendships, and have their talents recognized. Inclusion should go beyond accessibility by empowering every individual to contribute, lead, and feel a true sense of belonging. The strongest communities are built when differences are

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

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

August 6th, 2026

Signature Date

Chapter 2.42 - YOUTH COUNCIL

2.42.010 - Established—Purpose.

There is hereby established a youth council of the city. The youth council shall serve as an advisory board to the city council. The purpose of the youth council is to provide city youth with a vehicle to learn about government, participate in the process of city government, represent and articulate the needs of city youth, and advise the city council on matters affecting the youth and teen population, especially city programs relating to youth and teens.

(Ord. No. 1590 , § 2, 7-11-23)

2.42.020 - Duties and responsibilities.

The youth council shall have the following duties and responsibilities:

A. The youth council shall foster increased youth involvement in the affairs of city government.
B. The youth council shall study problems and hold forums on issues, activities, and concerns of city youth.
C. The youth council shall comment on existing or proposed legislation, ordinances, resolutions, and policies that impact city youth.
D. The youth council shall present methods to resolve youth-related conflicts between youths and between youths and adults.
E. The youth council shall recommend the implementation of community programs to improve the lives of youth.
F. The youth council shall monitor programs and policies that affect youth to ensure they are achieving the intended results.
G. The youth council shall work with other youth organizations in the city to collaborate on shared issues and interests.
H. The youth council shall submit to the city council an annual report of its activities prior to the end of the school year for the Banning unified school district.
I. The youth council shall utilize social networking sites and/or technology to engage and inform city youth of important city activities.
J. The youth council shall participate in an annual workshop that will introduce the members of the youth council to the city council meeting agenda process, a mock city council meeting, and the role of city officials.
K. At the first regular meeting following appointment of members, the youth council shall select a chairperson and vice-chairperson from among its members. The chairperson and vice-chairperson shall serve for one term.
    1. The chairperson shall preside at the regular and special meetings of the youth council.
    2. The chairperson shall serve as the youth council's liaison to the city council.
    3. The vice-chairperson shall assume the duties of the chairperson in their absence.
L. The chairperson of the youth council shall attend the regular meetings of the city council and serve as a non-voting liaison to the city council.

(Ord. No. 1590 , § 2, 7-11-23)

2.42.030 - Qualifications; composition and compensation; appointment; term; vacancies.

A. Qualifications. Members of the youth council:
    1. Shall be residents of the city;
    2. Shall be high school students in the 9 th , 10 th , 11 th , or 12 th grades; and
    3. Shall demonstrate, in their application, a sincere interest and motivation to work for the community.
B. Composition and compensation. The youth council shall consist of nine members who shall not receive compensation.
C. Appointment. The city council shall appoint members of the youth council. Applications shall be made available and the closing date announced by July 1 of each year.
D. Term. Youth council members shall serve two-year terms. Members may be appointed for a subsequent one-year term, provided that no member shall serve more than three years. Youth council members shall serve at the pleasure of the city council and may be removed at any time by a majority vote of the entire council.
E. Vacancies.
    1. Any member who is unexcused for two consecutive regular meetings of the youth council or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have resigned their office and the city council shall appoint a new member to serve in the resigned youth council member's place for the remainder of their term.
    2.

To be excused from any such meeting, a member shall notify the staff liaison, at least forty-eight hours prior to any such meeting. If a member is unable to attend due to illness, injury, or family matters, a statement by the member at the next regular meeting of the youth council shall constitute an excused absence.

(Ord. No. 1590 , § 2, 7-11-23)

2.42.040 - Meeting times and place; conduct of meetings; rules of procedure; staff liaison.

A. Meeting times and place. The youth council shall meet on the third Tuesday of each month, except the months of July and December, at a regular time established by resolution of the youth council, at the City Council Chambers located at 99 E. Ramsey Street.

B. Conduct of meetings.

1. The youth council shall be subject to the Brown Act.
2. A quorum of the youth council shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the youth council to hold a meeting.
3. A vote of the majority of members present constituting a quorum shall be required to constitute action taken by the youth council.

C. Rules of procedure. That certain "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning" adopted on October 23, 2012, as may be amended from time to time (the "manual"), shall govern the conduct and procedures applicable to meetings of the youth council.

D. Staff liaison. The city manager shall designate the staff liaison to the youth council. The staff liaison to the youth council shall support the youth council in carrying out its purpose, duties, and responsibilities and provide facilities for meetings and other activities, as necessary.

(Ord. No. 1590 , § 2, 7-11-23)

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Sandra Calderon, Deputy City Clerk**

MEETING DATE: **August 25, 2026**

SUBJECT: **Consideration and Approval of the following City Council Meeting Minutes:**

- **January 13, 2026**
- **January 27, 2026**
- **January 27, 2026 - Closed Session**
- **February 5, 2026 - Closed Session**
- **February 10, 2026**
- **February 10, 2026 - Workshop**
- **May 12, 2026**
- **May 14, 2026 - Workshop**

STAFF RECOMMENDATION:

Approve the Meeting Minutes of:

- January 13, 2026
- January 27, 2026
- January 27, 2026 - Closed Session
- February 5, 2026 - Closed Session
- February 10, 2026
- February 10, 2026 - Workshop
- May 12, 2026
- May 14, 2026 - Workshop

BACKGROUND:

After every meeting, the City Clerk's Office prepares meeting minutes. The City Council reviews and approves these minutes either as presented or with modifications.

JUSTIFICATION:

These minutes have been prepared as summary minutes in accordance with City Council Resolution 2025-22 and Government Code Section 36814, 4801, and 54953 (c)(2).

FISCAL IMPACT:

None

ATTACHMENTS:

1. 011326_CC Meeting Minutes.pdf
2. 012726_CC Meeting Minutes.pdf
3. 012726_CC Meeting Minutes_CS.pdf

4. 020526_CC Meeting Minutes_CS.pdf
5. 021026_CC Meeting Minutes.pdf
6. 021026_CC Meeting Minutes_WS.pdf
7. 051226_CCMinutes.pdf
8. 051426_CC Meeting Minutes_WS.pdf

MINUTES

CITY COUNCIL – REGULAR MEETING

JANUARY 13, 2026

1. CALL TO ORDER – 5:11 p.m.

1.1 ROLL CALL

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Phaedra Norton, Assistant City Attorney
Art Vela, Interim City Manager
Robert Wright, Parks and Recreation Director
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

1.2 INVOCATION

Performed by Pastor Todd Oldenburg of Thrive Church

1.3 PLEDGE OF ALLEGIANCE

Mayor Royce led the Pledge of Allegiance.

Council Members held a moment of silence for Parks and Recreation Commissioner Steve Lapham, who passed over the holiday break.

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

MOTION
Council Member Wallace moved and Council Member Flynn seconded a motion to approve the agenda, amended to move Item 9.3 to be heard following Consent Items. The motion carried unanimously.

3. PRESENTATIONS

None.

4. REPORT ON CLOSED SESSION

Assistant City Attorney Norton stated there was no reportable action from Closed Session.

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5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

Sue Savage discussed the upcoming public hearing regarding the Sunset Crossroads project and requested clarification as to whether the hearing would be for project consideration or project approval. She stated the Planning Commission had previously denied the project on three occasions due to concerns regarding heavy truck traffic on roads not designed for that level of use, increased traffic congestion, public safety, and air quality impacts. She stated the concern was not the project itself, but rather its proposed location. She asked whether the City Council had considered alternatives, such as a land exchange or relocation of the project.

Bill Hobbs acknowledged the passing of Steve Lapman, noting his service as Commanding Officer of the Banning American Legion, and stated he would be missed. Mr. Hobbs also discussed homelessness during the recent cold weather and expressed concern for unhoused individuals and their pets. He encouraged the City to address the issue through Animal Control and other available resources.

Oleg Ivaschuk, President of the Banning Chamber of Commerce, provided an update on Chamber activities. He introduced the Chamber's new Executive Director, Amy Pippenger, announced that the upcoming pancake breakfast had sold out, and thanked City Council Members who attended the Farm to Fork grand opening. He stated the Chamber's shared goal was to help the City thrive and prosper.

Oscar discussed Oracle's technology platform for local governments and described various features available to support City operations. He stated that if the City already owned the system, it should consider fully implementing and utilizing its available capabilities.

5.2 CORRESPONDENCE

Staff announced that two letters were received for Items 7.2 and 7.3 and would be read during the public hearings.

5.3 APPOINTMENTS

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

Mayor Royce presented the proposed City Council committee assignments for the 2026 calendar year.

During discussion of the City of Beaumont committee assignment, Council Member Flynn suggested appointing Mayor Pro Tem Barrington in place of Council Member Miller due to the ongoing coordination between the two agencies regarding the regional animal shelter. Council Member Miller agreed with the recommendation.

The City Council discussed the proposed committee assignments and reached consensus on the following appointments:

Western Riverside Council of Governments: Mayor Royce and Council Member Flynn
Riverside Transit Agency: Council Members Miller and Wallace
Riverside County Transportation Commission: Council Member Flynn and Mayor Pro Tem Barrington

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NOW Committee: Mayor Pro Tem Barrington and Council Member Wallace
Regional Conservation Authority: Council Members Wallace and Flynn
San Gorgonio Pass River Alliance: Council Member Wallace and Mayor Royce
Southern California Association of Governments: Council Members Wallace and Flynn
Community Action Partnership: Mayor Royce and Council Member Miller
League of California Cities: Mayor Royce and Council Member Miller
Banning Unified School District: Council Member Miller and Mayor Royce
Morongo Band of Mission Indians: Council Member Miller and Mayor Royce
Mt. San Jacinto College: Mayor Pro Tem Barrington and Council Member Flynn
San Gorgonio Memorial Hospital: Council Member Flynn and Mayor Pro Tem Barrington
City of Beaumont: Council Member Flynn and Mayor Pro Tem Barrington
Economic Development Committee: Mayor Royce and Council Member Miller
Healthy Living Committee: Council Members Miller and Wallace
Downtown Committee: Council Members Wallace and Flynn
Budget and Finance Committee: Mayor Royce and Mayor Pro Tem Barrington
Homeless Advisory Committee: Mayor Royce and Mayor Pro Tem Barrington
Cannabis Committee: Council Members Miller and Wallace
General Plan Committee: Mayor Pro Tem Barrington and Council Member Flynn
Community Development Block Grant Committee: Council Member Miller and Mayor Royce
Jail 2x2 Committee: Mayor Pro Tem Barrington and Council Member Miller

MOTION
Council Member Wallace moved and Council Member Flynn seconded to approve the 2026 City Council committee assignments as presented. The motion carried unanimously.

5.4 CITY COUNCIL COMMITTEE REPORTS

Council Member Wallace reported on a meeting of the Riverside County Conservation Authority. She discussed several projects reviewed by the Authority, including roadway widening improvements, auto mall developments, and other regional conservation projects.

Council Member Flynn reported on a Riverside County Transportation Commission meeting, where action was taken on the State Route 60/Potrero Avenue Interchange Phase II project and the Pennsylvania Avenue Grade Separation Agreement with the City of Beaumont. She also attended a Western Riverside Council of Governments strategic planning session. Council Member Flynn stated she would be attending the upcoming Riverside County Transportation Commission meeting and League of California Cities Mayors and Council Members Academy. She also announced the Sunset Crossroads public hearing would be held on January 28 at 5:00 p.m.

Mayor Royce reported he had not attended any committee meetings since the previous City Council meeting. He stated he recently held a Town Hall regarding utility billing and would also be attending the upcoming League of California Cities Mayors and Council Members Academy.

Mayor Pro Tem Barrington reported on a Homeless Ad Hoc Committee meeting regarding next steps following the closure of Opportunity Village. She stated the City was awaiting the appointment of a Homeless Services Coordinator, who would work with collaborative partners and nonprofit organizations to coordinate homeless services. Mayor Pro Tem Barrington also reported that she and Mayor Royce met with representatives of Gilman Historic Ranch and Wagon Museum to receive an update on Riverside County's plans to rehabilitate the property. She also attended the Farm to Fork grand opening.

Council Member Miller reported on a Riverside Transit Agency meeting, during which the Board elected a new Chair and Vice Chair. He also attended the State of the County event and the Shop with a Cop program, where he commended the Banning Police Department and Walmart for their support of the event. Council Member Miller stated he would also be attending the upcoming

League of California Cities Mayors and Council Members Academy.

5.5 ANNOUNCEMENTS OF CITY COUNCIL MEMBERS

5.6 CITY TREASURER'S REPORT

Sue Savage, City Treasurer, stated she was not the only person concerned about the City's financial condition. She reported that the City's electric utility revenue bonds had recently been downgraded by Standard & Poor's for the second time within approximately 18 months. She stated the City's Fiscal Year 2024-2025 audit had not yet been completed and noted that Banning's poverty rate was approximately 19 percent. She also compared the City's electric utility rates to those charged by Southern California Edison.

City Treasurer Savage discussed the purpose of bond ratings and stated they reflect a rating agency's assessment of an issuer's ability to meet its financial obligations. She stated the recent bond rating downgrade was not a crisis or a failure but rather a warning that required attention. She stated the rating agency cited concerns including a potential rate covenant violation, deteriorating quality of financial information, and a lack of clarity regarding the City's Fiscal Year 2025 financial position. She stated the downgrade did not indicate that funds were missing or that City services were currently at risk, but rather that the City's financial information had not been provided in a sufficiently timely or transparent manner.

City Treasurer Savage stated she would like to work collaboratively with City staff to develop a plan to address the identified concerns and provide regular updates to the City Council. She discussed potential consequences of a rate covenant violation, including waiver requests, increased interest rates, additional collateral requirements, or acceleration of outstanding debt obligations. She noted the outstanding balance of the affected bonds was approximately $19,410,000 and stated addressing the issue should be the City's highest financial priority.

City Treasurer Savage also discussed year-over-year financial comparisons and stated revised financial information reflected an approximate $15 million decrease in cash balances, leaving approximately $50,840,000 on hand. She stated she had reviewed the City's bank statements and summarized balances within various City funds and bond accounts.

5.6 CITY MANAGER'S REPORT

Art Vela, Interim City Manager, stated the City had previously evaluated an Oracle software suite but ultimately decided not to move forward with its implementation. He stated staff was currently focused on resolving utility billing issues and that, once completed, the City could evaluate upgrades to its legacy software system.

Mr. Vela stated the City Council had recently approved a contract to complete an assessment of the City's animal control facility and that the project was underway. He reported that the Morongo Band of Mission Indians had expressed interest in participating in the project and had contributed approximately one-half of the cost of the assessment.

Mr. Vela acknowledged the City's ongoing financial challenges and stated staff was continuing efforts to bring the City's financial records current. He stated the recent bond rating downgrade was anticipated and explained that the City experienced a significant turnover within the Finance Department while the Fiscal Year 2024 audit was being prepared. He stated consultants had assisted in completing the audit and that it would be presented to the City Council at the next regular meeting. He also stated there was a correlation between the City's reported cash balances and the utility billing issues.

Mr. Vela reported that all residents of Opportunity Village had been successfully relocated prior to the facility's closure. He also announced the upcoming Bulky Item Collection Day, scheduled for

Saturday, January 17, at Dysart Park. He stated the City's community cleanup events had contributed to a reduction in illegal dumping throughout the City.

Ralph Wright, Parks and Recreation Director, announced that the free produce distribution sponsored by the Riverside County Fifth District Supervisor would be held on Thursday morning. He stated the event had been moved to the third Thursday of the month due to the New Year's holiday and that residents could register in advance or onsite.

5.7 CITY ATTORNEY'S REPORT

Assistant City Attorney Norton stated her office, along with staff, provided training to the Planning Commission recently and had another training coming up in February. She read portions of the Rules of Decorum and Procedural Guidelines for the City of Banning.

6. CONSENT ITEMS

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

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

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

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

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

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

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

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

the vicinity of Wilson Street
Recommendation: Adopt Resolution 2026-05.

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

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

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

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

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

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

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

Council Member Flynn stated she wanted to pull Items 6.11, 6.13, 6.14, and 6.15.

MOTION
Council Member Wallace moved and Council Member Miller seconded a motion to approve Items 6.1-6.10 and Item 6.12. The motion carried unanimously.

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

Council Member Flynn stated she pulled this item to thank Sun Lakes for their donation.

MOTION
Council Member Flynn moved and Council Member Miller seconded a motion to adopt Resolution No. 2026-10. The motion carried unanimously.

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

In response to Council Member Flynn, Mr. Vela discussed the organizational assessment and stated its purpose was to provide department leadership with strategies to improve organizational culture and address issues, whether real or perceived, to strengthen the department overall. He stated organizational assessments of this nature were common.

MOTION
Council Member Wallace moved and Council Member Flynn seconded a motion to adopt Resolution No. 2026-12. The motion carried unanimously.

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

Council Member Flynn stated previous cost estimates for the project were significantly higher and would have required the City to contribute approximately $2 million. She stated she was pleased the City would be able to complete the project at a substantially lower local cost.

Nate Smith, Deputy Director of Public Works, presented the staff report. He reviewed the history and details of the project and stated staff was recommending budgeting the project through the City's Measure A Fund, with a corresponding amount recognized as grant revenue to the fund. He stated the total project cost was approximately $2.6 million less than the maximum grant award, resulting in no net budget impact to the City. Mr. Smith also recommended amending Section 1 of the proposed resolution to authorize the City Manager, or designee, to make necessary budget adjustments in accordance with the project plan. He stated the project was fully funded as a stand-alone City project and was not dependent on any other development project.

MOTION
Council Member Flynn moved and Mayor Pro Tem Barrington seconded a motion to adopt Resolution No. 2026-13, as amended by staff. The motion carried unanimously.

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

In response to Council Member Flynn, Mr. Smith discussed the status of the project. He reviewed the four phases of a typical construction project and stated the project was currently in the environmental review phase. He discussed challenges encountered during the environmental review process with Caltrans and stated a solution had been agreed upon by all parties. He stated funding had been secured through the Western Riverside Council of Governments to complete the current phase, with additional funding available for the next phase. He stated staff would begin pursuing funding for the construction phase and estimated the project would take approximately four to five years to complete.

MOTION
Council Member Flynn moved and Council Member Miller seconded a motion to adopt Resolution No. 2026-14. The motion carried unanimously.

RECESS
At 6:34 p.m., the City Council recessed. The meeting reconvened at 6:49 p.m. with all Council Members present.

Mayor Royce called Item 9.3 per the reorder upon approval of the agenda.

9.3 Discuss the City of Banning's Current Utility Billing Payment Plan Policies
Recommendation: That City Council consider the current utility billing payment plan structure and possible alternatives to payment plans with consideration of the City's recent utility billing challenges.

Interim City Manager Vela presented the staff report and provided an update on the City's utility billing system. He stated staff anticipated mailing the November and December utility bills by the end of January and expected billing to be current beginning in February. He stated the customer portal and credit card payment options remained available, but automatic payments would remain suspended until an issue with the system was resolved. He reviewed the City's current utility payment policies, including payment extensions, amortization, alternative payment schedules, payment reductions, Proposition 218 requirements, discontinuation of service, and exceptions for qualifying financial and medical circumstances. He stated staff was seeking City Council direction regarding revisions to the payment policy.

In response to Council Member Wallace, Mr. Vela stated payments made by customers were being properly credited to accounts, but because bills included new charges before some payments were reflected, it could appear that payments had not been applied. He stated customers could request a payment and billing history. In response to Mayor Royce, Mr. Vela stated the City would normally charge copy fees pursuant to the User Fee Schedule but would waive those fees until the billing issues were resolved.

In response to Council Member Flynn, Mr. Vela stated the City maintained approximately 13,000 utility accounts. He stated staff was evaluating whether payment history reports could be made available through the customer portal. He acknowledged staff had received a significant volume of calls and emails regarding utility billing concerns and stated the complaints regarding responsiveness were understandable given the circumstances. He stated staff was considering creating a dedicated email address for utility billing inquiries.

Mr. Vela explained the City's utility billing software was implemented in November 2024. He stated billing was subsequently suspended and the City transitioned back to its legacy system in April 2025, resulting in customers receiving bills reflecting approximately six months of charges. Mayor Pro Tem Barrington stated many residents remained confused regarding the billing statements, particularly the balance forward, current charges, and total amount due. Mr. Vela stated this had been one of the most common questions received and explained the timing differences between bill generation and customer payments. Mayor Pro Tem Barrington requested additional public outreach explaining how to read the bills.

Council Member Miller stated he had received similar concerns from constituents and questioned how the City would improve communication moving forward. Mr. Vela stated staff anticipated being current with billing by February and would then focus on revising the payment plan policy. He also stated staff intended to continue using the current software while implementing upgrades to improve its functionality. Council Member Miller suggested preparing a sample utility bill identifying where customers could locate the correct account balances.

In response to Council Member Flynn, Mr. Vela stated payment plans would apply to the balance outstanding at the time a customer entered into the agreement. He discussed how payment plans would be administered and stated staff was evaluating methods to display payment plan balances separately from current utility charges on future bills.

Frank Connolly stated the City should not waive credit card convenience fees because of the associated cost to the City. He suggested all payment plans should extend for 12 months and stated a 10 percent deposit may not be feasible for some customers. He also encouraged residents to retain payment receipts and noted that obtaining a payment history from City staff was a simple process. Mr. Connolly also expressed concern regarding the condition of his water meter.

Kathy Aranda thanked staff for explaining the utility billing issues and expressed appreciation for the City's efforts to assist residents. She also thanked Mayor Royce for hosting a utility billing Town Hall meeting. Ms. Aranda encouraged the City to establish measurable benchmarks for resolving the billing issues, communicate progress regularly, explain the evaluation process for future software improvements, and consider the use of a third-party utility billing administrator.

Ms. Goodwin stated her monthly utility bills had increased significantly despite living in a two-person household. She stated staff had inspected her water meter and she was unaware of any leaks. She also stated her review of previous bills indicated some payments had not been reflected and expressed concern that automatic payments continued to be processed despite being advised they had been suspended.

In response to Mayor Royce, Mr. Vela stated approximately 10 percent of the City's water meters were tested each year. He explained that while meters could occasionally vary slightly in accuracy, the differences were generally not significant enough to account for substantial billing increases. He reviewed the City's meter testing process, leak indicators, and common causes of high water usage, noting outdoor irrigation was frequently the largest contributor. He also stated the last water rate increase occurred in January and another increase was scheduled for January 1.

Mayor Royce discussed the importance of evaluating the City's utility billing system comprehensively to avoid repeating previous issues. Mr. Vela stated the current billing software version was no longer supported and staff intended to upgrade the existing system before evaluating long-term software options.

In response to Council Member Flynn, Mr. Vela stated the billing software had the capability to identify unusual account activity through exception reports, although staff was still evaluating the system's capabilities.

Mayor Royce and Council Member Flynn noted the current policy referenced customer attendance during meter testing. Mr. Vela explained the City's current practices differed from the written policy and agreed the policy should be updated for clarity.

The City Council discussed revisions to the proposed payment plan policy. Council Members discussed payment plan durations, required deposits, credit card convenience fees, late fees, discontinuation of service, and the length of the utility billing grace period. Mayor Pro Tem Barrington also requested additional outreach regarding the City's low-income utility assistance programs.

By consensus, the City Council directed staff to implement a three-month grace period following the date the City became current with utility billing, during which no late fees or utility service discontinuations would occur.

By consensus, the City Council directed staff to establish payment plans of up to 6 months with a

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5 percent deposit and up to 12 months with a 10 percent deposit.
By consensus, the City Council directed staff to waive credit card convenience fees during the grace period and reinstate those fees following the expiration of the grace period.

By consensus, the City Council directed staff to resume the assessment of late fees following the expiration of the grace period or upon default of an approved payment plan, as applicable.

Interim City Manager Vela stated he would return with a resolution at an upcoming meeting formalizing these temporary revisions to the Utility Payment Plan Policy.

RECESS
At 8:11 p.m., the City Council recessed. The meeting reconvened at 8:30 p.m. with all Council Members present.

7. PUBLIC HEARINGS

7.1 Introduction and First Reading of Ordinance No. 1615, A Zone Text Amendment to Banning Municipal Code Title 17, Chapter 17.88, Section 17.88.020 (Non-Conforming Structures and Uses)
Recommendation: Waive full reading, direct the City Clerk to read the ordinance by title only, and introduce Ordinance No. 1615, entitled: An Ordinance of the City Council of the City of Banning, California, amending Section 17.88.020 of Chapter 17.88 (Non-Conforming Structures and Non-Conforming Uses) of Title 17 (Zoning) of the Banning Municipal Code to provide greater flexibility for the repair and reconstruction of legally established non-conforming residential structures.

Mary Yaryan, Associate Planner, presented the staff report. She stated the proposed ordinance was prompted by a residential structure lost in a fire and reviewed the City's current regulations governing reconstruction of fire-damaged nonconforming structures. She stated the proposed amendment would allow legally established nonconforming residential structures destroyed by fire to be reconstructed to their original size regardless of current zoning standards and would eliminate the existing two-year reconstruction deadline. She stated the proposed amendments were consistent with Housing Element Goal 1 to preserve the City's existing housing stock.

Ms. Yaryan stated the Planning Commission directed staff on August 6, 2025 to initiate a Zoning Text Amendment. She further stated that following a public hearing on November 17, 2025, the Planning Commission voted 4-0 to recommend City Council approval of the proposed ordinance. She recommended the City Council introduce the ordinance and waive further reading, with second reading and adoption scheduled for the next regular meeting.

Mayor Pro Tem Barrington thanked staff for bringing the ordinance forward and stated it would allow the affected property owner to finally rebuild after more than two years.

Mayor Royce opened the public hearing.

Stephen Beers stated he appreciated the City Council's efforts to bring the ordinance forward so he could rebuild his home. He shared that his family had been displaced following the fire and described the hardships they had experienced while waiting for the opportunity to rebuild.

Mayor Royce closed the public hearing.

In response to Council Member Miller, Ms. Yaryan confirmed the ordinance would return to the City Council as a consent item for second reading and adoption at the next regular meeting.

City Clerk Sellers read the title of the ordinance.

MOTION
Council Member Wallace moved and Mayor Pro Tem Barrington seconded to introduce Ordinance No. 1615, entitled: An Ordinance of the City Council of the City of Banning, California, amending Section 17.88.020 of Chapter 17.88 (Non-Conforming Structures and Non-Conforming Uses) of Title 17 (Zoning) of the Banning Municipal Code to provide greater flexibility for the repair and reconstruction of legally established non-conforming residential structures. The motion carried unanimously.

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

Mark Staples, Planning Manager, presented the staff report. He described the project submitted by Tri Pointe Homes, consisting of 544 single-family residential lots, 36 condominium lots containing 248 attached condominium units, a 1.03-acre neighborhood park, a 5.62-acre community park, and associated lettered lots within the Atwell Development and Butterfield Specific Plan area. He presented maps of the project site and discussed surrounding land use designations. He stated the proposal included a density increase within Planning Area 49A and noted the overall Butterfield Specific Plan remained below its previously approved maximum residential unit count. He reviewed the planning areas, secondary access roads, and design review approval previously granted by the Planning Commission for the condominium product. He also presented architectural renderings of the proposed condominium models, discussed the required findings under the Subdivision Map Act and environmental determinations, and recommended approval of the tentative tract map.

In response to Council Member Wallace, Mr. Staples stated the development would include two parks.

In response to Council Member Flynn, Mr. Staples discussed the proposed housing product types and their respective sizes.

In response to Mayor Pro Tem Barrington and Council Member Flynn, the applicant stated the condominium units were intended to provide a more affordable housing option, with anticipated sales prices beginning in the low $400,000 range. He stated detached single-family homes were expected to be approximately $20,000 to $50,000 higher, depending on the model. He explained each unit would be individually sold and stated he would review the project's Covenants, Conditions and Restrictions (CC&Rs) regarding limitations on rental units. Council Member Flynn expressed support for a one-year owner-occupancy requirement and stated she was concerned there could be a large number of rental properties within the Atwell community.

Mayor Royce stated he had concerns regarding several of the required findings and requested additional background regarding previous litigation involving the project and how the current proposal reflected those settlement terms.

In response to Council Member Miller, Mr. Staples stated the development would be part of the overall Atwell Homeowners Association. He also clarified that the duplex product consisted of individually owned attached homes rather than two-unit rental buildings.

Mayor Royce opened the public hearing.

Frank Connolly questioned provisions within the project's CC&Rs regarding rental restrictions.

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Hayley Uno, a law clerk speaking on behalf of SAFER, urged the City Council to deny the project or require additional environmental review. She stated the project improperly relied on the 2011 Butterfield Specific Plan Environmental Impact Report and argued that supplemental environmental review should be prepared to address biological resources, wildlife impacts, traffic mortality, bird collisions, air quality, greenhouse gas emissions, and other issues. She also requested consideration of additional mitigation measures, including bird-safe building materials and native landscaping.

Mr. Staples stated staff had received SAFER's comment letter earlier that afternoon. He explained the 2011 Environmental Impact Report evaluated development of approximately 5,300 residential units and noted that the overall project had since been reduced pursuant to previous litigation.

Mayor Royce suggested continuing the item to allow adequate time to review the recently submitted letter.

Michael Titus, representing Tri Pointe Homes, stated the letter raised issues that had already been addressed through previous environmental review and litigation. He stated greenhouse gas impacts had been analyzed through a subsequent Environmental Impact Report addendum and numerous mitigation measures had already been incorporated into the project. He also discussed biological resource protections, required permits from regulatory agencies, and previous grading activities completed within the project area. He stated the concerns raised in the comment letter could have been addressed earlier in the process and requested the City Council proceed with approval.

Mayor Royce stated that, independent of the comment letter, he remained concerned about cumulative traffic impacts associated with continued development within the Atwell project.

In response to Mayor Royce, Michael Heishman stated the Environmental Impact Report evaluated the entire Butterfield Specific Plan rather than each individual subdivision and reiterated the various modifications incorporated through prior litigation. He reviewed provisions of the prior settlement agreement, including elimination of the proposed gas station, preservation measures related to the Veterans Tree, installation of electric vehicle charging infrastructure, dedication of additional open space, and elimination of the Brookside Avenue connection.

In response to Mayor Pro Tem Barrington, Mr. Heishman discussed the Veterans Tree and stated staff was working with the City's engineering staff to determine whether it could be preserved, although the settlement agreement contemplated its removal.

Mayor Royce closed the public hearing.

Council Member Flynn stated she was familiar with the law firm representing SAFER from other development projects and expressed concern regarding the timing of the submitted letter. She reiterated her interest in requiring an owner-occupancy condition to limit investor-owned rental properties.

Assistant City Attorney Norton stated she believed an owner-occupancy requirement may be legally permissible but recommended additional legal research before the City Council acted. She also stated the SAFER letter had become part of the administrative record and, although there had been insufficient time for staff to fully evaluate its contents, staff should review the issues raised before a final decision was made. She further advised that if the item were continued, the public hearing would not need to be reopened unless new evidence was presented.

MOTION
Council Member Miller moved and Mayor Royce seconded to continue the item to the next regular meeting to allow legal counsel to review the recently submitted comment letter and research the

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proposed owner-occupancy condition. The motion carried unanimously.

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

Mark Staples, Planning Manager, presented the staff report. He described the project submitted by Tri Pointe Homes, consisting of 193 single-family residential lots within the Atwell Development and Butterfield Specific Plan area. He presented project maps and site plans identifying the location of the development and discussed the primary roadway network and access roads. He stated the applicant was still evaluating whether the neighborhood would be developed as a gated, age-restricted community for residents 55 years of age and older. He stated staff was working with Public Works to modify access points to ensure adequate emergency vehicle access and that all streets were designed in accordance with City standards. He stated the Design Review application was ready for approval pending approval of the tentative tract map. He presented the proposed landscape plans and architectural elevations. Mr. Staples discussed the required findings under the Subdivision Map Act and stated the findings were included in the proposed resolution. He recommended the City Council adopt the resolution, as amended to incorporate the applicant's most recently submitted plans and add Condition of Approval PW.Street.24 to allow local residential streets to be accepted as private streets.

In response to Council Member Flynn, Mr. Staples stated designation of the project as an age-restricted community would be at the applicant's discretion and would not require any assistance or incentives from the City. He stated the designation would simply be incorporated as a condition of approval.

Mayor Royce opened the public hearing.

Hayley Uno, speaking on behalf of SAFER, reiterated the comments presented during the previous agenda item. She stated SAFER would have preferred to submit its comments earlier.

Mayor Royce closed the public hearing.

Mayor Royce stated he had the same concerns regarding the project as those expressed during the previous agenda item.

In response to Council Member Miller, the applicant, Mr. Heishman, stated the project was being evaluated as either a gated, age-restricted community or a conventional residential neighborhood. He stated if developed as a gated community, the private streets would be maintained through the Community Facilities District, while a non-gated project would include public streets maintained by the City. He stated the final decision would be made before construction commenced. Mr. Heishman also stated the active adult community was permitted under the Butterfield Specific Plan and would provide an additional marketing opportunity. He further stated the required fire access and turnaround areas had been incorporated into the engineering plans.

Council Member Flynn stated she supported the project and hoped the applicant proceeded with the age-restricted community because it would encourage more long-term residents.

Mayor Royce stated the project should not be viewed independently of the previous agenda item because both developments contributed to the overall number of residential units within the Atwell Development.

In response to Council Member Flynn, Mr. Heishman stated the property was already designated

for single-family residential development and the proposed project would not increase the approved residential density, unlike the previous project. He stated the project remained consistent with the approved low- to medium-density residential land use designation.

MOTION
Council Member Flynn moved and Council Member Wallace seconded to adopt the resolution, as amended by staff. The motion carried unanimously.

8. REPORTS OF OFFICERS

None.

9. DISCUSSION ITEMS

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

Lisa Rossi, Administrative Services Director, presented the staff report. She stated Mr. Louie would come in as the Interim Finance Director and that they had another retired annuitant, Bonnie Johnson, who would be staying on to handle special projects for the Finance Department.

MOTION
Council Member Wallace moved and Mayor Royce seconded to adopt Resolution 2026-07. The motion carried unanimously.

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

Interim City Manager Vela stated the item had been placed on the agenda at the request of Council Member Flynn.

Mayor Royce stated he recently attended a Planning Commission meeting and expressed concern regarding comments made by a Planning Commissioner. He stated he wished to consider removal of the Commissioner pursuant to the City's procedures.

Frank Connolly stated he was a former Planning Commissioner. He stated he agreed with Mayor Royce's concerns regarding the Commissioner's comments and believed another individual could better serve on the Planning Commission.

Council Member Flynn stated she watched the Planning Commission meeting and was concerned by comments made by the same Commissioner. She stated the comments were directed toward a neighborhood within the city and believed they were inappropriate.

Council Member Miller stated he reviewed the Planning Commission meeting and believed the matter was being overstated. He stated he was concerned that removing Commissioners based on a single comment could discourage future volunteers from serving on City commissions. He also noted the Planning Commission had recently received training from the City Attorney's Office and believed Commissioners should be given the opportunity to apply that training.

Mayor Royce stated the Banning Municipal Code authorized the City Council to remove a Commissioner for cause and that the determination rested with the City Council.

Assistant City Attorney Norton stated the determination of whether cause existed for removal was a subjective decision for the City Council as the appointing authority.

MOTION
Council Member Flynn moved and Mayor Pro Tem Barrington seconded to remove Nathaniel Rodriguez from the Planning Commission. The motion carried 3-2, Council Members Miller and Wallace dissenting.

MOTION
Council Member Wallace moved and Council Member Miller seconded a motion to remove Jerry Phelps from the Planning Commission. The motion failed 2-3, Council Member Flynn, Mayor Pro Tem Barrington, and Mayor Royce dissenting.

MOTION
Council Member Miller moved and Council Member Wallace seconded a motion to remove Chris Castorena from the Planning Commission. The motion failed 2-3, Council Member Flynn, Mayor Pro Tem Barrington, and Mayor Royce dissenting.

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Council Member Wallace stated she would be holding a town hall meeting on January 21 at Roosevelt Williams Park with Art Vela as her guest as well as an attorney who would discuss estate planning and wills.

Council Member Miller stated he would hold a town hall that Friday at the Banning Community Center also with Art Aela regarding utility billing. He announced that Council Member Wallace had been selected as an honoree of the Black Chamber of Palm Springs honorary dinner to be held on February 7.

ITEMS FOR FUTURE AGENDAS

11.1 NEW ITEMS

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

11.2 EXISTING ITEMS

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

12. ADJOURNMENT

MOTION

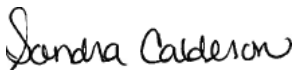
Council Member Flynn moved and Mayor Royce seconded a motion to adjourn.

The question was called and the motion carried unanimously.

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The meeting adjourned at 9:59 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/277?view_id=1&redirect=true

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MINUTES

CITY COUNCIL – REGULAR MEETING

JANUARY 27, 2026

1. CALL TO ORDER – 5:32 p.m.

1.1 ROLL CALL

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John Pinkney, City Attorney
Art Vela, Interim City Manager
Robert Wright, Parks and Recreation Director
Nate Smith, Deputy Director of Public Works
Bonnie Johnson, Interim Finance Director
Fred Lynn, Deputy Director of Electric Utility
Mark Staples, Planning Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

1.2 INVOCATION
Performed by Pastor Preston Norman from Praise Tabernacle Church

1.3 PLEDGE OF ALLEGIANCE

Council Member Wallace led the Pledge of Allegiance.

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

MOTION
Council Member Miller moved and Council Member Wallace seconded a motion to approve the agenda, amended to move Item 9.2 to be heard following Report on Closed Session. The motion carried unanimously.

3. PRESENTATIONS

3.1 Proclamation - Youth in Government Day
Recommendation: Proclaim January 29, 2026, as Youth in Government Day.

Mayor Royce presented the Proclamation to Robert Wright, Parks and Recreation Director.

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Joe Matthews, Youth Commission Coordinator for Riverside County, discussed the Riverside County Youth Commission and explained how Youth in Government Day provides students with opportunities to participate in local government based on their areas of interest. He stated approximately 135 students participated in the program.

4. REPORT ON CLOSED SESSION

City Attorney Pinkney stated there was no reportable action from Closed Session.

Item 9.2 was moved to be heard at this time upon approval of the agenda.

9.2 Consideration of Resolution 2026-21, City of Banning Fiscal Year Ending June 30, 2024 Financial Statements and Related Required Reports and Approving a Contract Amendment and an Additional Appropriation for Eide Bailly Related to the City's Fiscal Year Ended June 30, 2024 Audit Increasing the Agreement Amount by $145,000
Recommendation: Adopt Resolution 2026-21.

Bonnie Johnson, Interim Finance Director, presented the staff report and introduced Roger Alfaro, Partner with Eide Bailly, to review the results of the City's Fiscal Year ending June 30, 2024 audit.

Mr. Alfaro reviewed the audit of the City's Fiscal Year ending June 30, 2024 financial statements. He stated the responsibility of the independent external auditors was to express an opinion as to whether the financial statements were fairly presented, in all material respects, in accordance with generally accepted accounting principles. He also discussed the audit of the City's major federal programs and stated the audit included an evaluation of internal controls and compliance with applicable requirements.

Mr. Alfaro stated Eide Bailly issued a qualified opinion, explaining the auditors were able to express an opinion on the City's account balances, disclosures, and classes of transactions for both the City and the Banning Utility Authority, with the exception of inventory. He also stated the audit identified debt covenant noncompliance within the Banning Utility Authority. He reported the audit identified seven material weaknesses, one significant deficiency, and one instance of noncompliance in accordance with Government Auditing Standards, all of which were described in detail in the staff report. He stated management had prepared a corrective action plan to address the findings and reviewed the audit's summary findings.

Interim Finance Director Johnson reviewed the City's major operational funds. She stated the General Fund balance had declined from approximately $11.8 million in Fiscal Year 2019-2020 to approximately $3.5 million in Fiscal Year 2023-2024, indicating a structural budget imbalance. She also stated the Internal Service Funds reflected a deficit fund balance of approximately $12 million and explained that correcting the deficit would require a multi-year financial recovery plan. She discussed the need for additional funding to complete the audit and stated staff recommended the City Council receive and file the audit and adopt Resolution No. 2026-21 approving a contract amendment and additional appropriation of $145,000 for Eide Bailly related to the Fiscal Year ended June 30, 2024 audit.

Interim City Manager Vela discussed the reasons the audit required additional time to complete. He stated several key Finance Department positions were vacant both currently and during the audit process and that staff was working diligently to complete the Fiscal Year 2024-2025 financial records so the next audit could proceed.

MOTION
Council Member Wallace moved and Mayor Royce seconded a motion to approve the staff recommendation. The motion carried unanimously.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

Sue Savage discussed the City's utility billing system. She stated residents had reported that the electric rate increase reflected on their utility bills did not match the 20 percent increase previously communicated by the City. She requested that all public communications regarding electric rate increases be reviewed and updated to accurately reflect the rate increase.

Oleg Ivaschuk, President of the Banning Chamber of Commerce, provided an update on Chamber activities. He stated the recent Sunshine Breakfast at Morongo was a successful event. He also noted that the City's billboard along the freeway needed to be updated.

Tanya Hershey expressed concerns regarding homelessness within the city. She discussed biohazards associated with homeless encampments, including concerns about disease transmission, sharps waste, drug paraphernalia, and accumulated trash. She urged the City to take action to address the issue.

5.2 CORRESPONDENCE

Staff announced no correspondence had been received.

5.3 APPOINTMENTS

Banning Youth Council Appointment - Position 2, 3, 4, 5, & 7, terms ending January 31, 2027.
Recommendation: Extend the terms of five members of the Banning Youth Council with expiring terms for one year, terms ending January 31, 2027.

Parks and Recreation Director Wright presented the staff report. He stated the Youth Council was established in 2023 and highlighted several accomplishments, including working on policy, adopting a park, hosting community events, and engaging in other community service activities. He stated the initial appointments were for two-year terms and that five members were reaching the end of those terms. Staff recommended extending each of those appointments by one additional year.

In response to Mayor Royce, Mr. Wright stated all current members were appointed during the initial formation of the Youth Council, resulting in non-staggered terms. Mayor Royce stated staff should develop a method for staggering future appointments to preserve institutional knowledge and experience on the Youth Council.

In response to Council Member Miller, Mr. Wright stated the Youth Council currently consisted of eight members and that the Banning Municipal Code authorized a membership of five to nine members.

MOTION
Council Member Miller moved and Council Member Wallace seconded a motion to approve the staff recommendation. The motion carried unanimously.

5.4 CITY COUNCIL COMMITTEE REPORTS

Council Member Wallace reported on her attendance at the League of California Cities Mayors and Council Members Academy, where she participated in several educational workshops. She also attended a meeting of the Transportation, Communications and Public Works Policy Committee, during which members discussed e-bikes and child safety. In addition, she attended a San Diego

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Association of Governments meeting regarding transportation planning for the upcoming Olympic Games and anticipated impacts in areas expected to receive significant tourist activity.

Council Member Flynn reported the Riverside County Transportation Commission meeting had been canceled. She also attended the League of California Cities Mayors and Council Members Academy, where she participated in workshops covering effective advocacy, key municipal issues, open government and conflicts of interest, and land use planning. She stated the conference was beneficial. Council Member Flynn also reported on a Western Riverside Programs and Projects Committee meeting, during which approximately $2.5 million in Transportation Uniform Mitigation Fee funding was approved for the Interstate 10/State Route 79 Interchange Project. She stated construction of that project was not anticipated to begin until approximately 2032 and noted the Highland Springs Interchange Project would begin first. She also announced the upcoming Sunset Crossroads public hearing and a Riverside County Transportation Commission workshop in Cathedral City.

Mayor Royce reported on his attendance at the League of California Cities Mayors and Council Members Academy, where he attended many of the same workshops discussed by Council Member Flynn. He stated he found the Brown Act training particularly beneficial. He also met with representatives from Cal Cities Riverside County Division regarding service on a public service committee focused on potential Public Employees' Pension Reform Act reforms. He stated he also attended sessions regarding the State budget process and how funding flows from the State to counties and cities.

Mayor Pro Tem Barrington reported she did not attend the League of California Cities conference but attended a recent Budget and Finance Committee meeting.

Council Member Miller reported he attended a Riverside Transit Agency Board Administrative and Operations Committee meeting and stated he had been appointed to the agency's Budget and Finance Committee. He reported he attended an appointed officials training webinar. Council Member Miller reported on his attendance at the League of California Cities Mayors and Council Members Academy, where he met with State legislators to discuss Caltrans projects and homelessness. He stated he was appointed to the League of California Cities Tax and Revenue Policy Committee and attended its meeting during the conference. He stated the conference included valuable training on CEQA, social media, and the Brown Act. He also noted he had an upcoming Riverside Transit Agency Board of Directors meeting.

5.5 CITY MANAGER'S REPORT

Art Vela, Interim City Manager, addressed several public comments. Regarding the recent utility rate increase, he stated the City Council previously adopted annual utility rate adjustments for a five-year period. He clarified the previously discussed 20 percent increase referred to an increase in overall utility revenue rather than a 20 percent increase to individual electric rates. He stated the rate adjustments varied depending on customer classification and became effective November 1, 2025.

Mr. Vela also discussed the City's freeway billboard and stated staff had been discussing potential updates internally. He stated staff anticipated bringing an update to the City Council within the next few months.

Regarding homelessness, Mr. Vela stated the City maintained an internal Homeless Task Force that regularly addressed homeless encampments and cleanup efforts. He stated photographs shown depicted locations that had already been cleaned and discussed a recent large-scale cleanup completed the previous week. He further explained that when encampments were located on private property, the City was required to provide notice to the property owner. If the property was not cleaned within the required timeframe, the City could perform the cleanup and bill the

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property owner for the associated costs. He also stated the City Council had recently awarded a contract for homeless encampment cleanup services and staff was in the process of implementing that contract.

5.6 CITY ATTORNEY'S REPORT

City Attorney Pinkney read portions of the Rules of Decorum and Procedural Guidelines for the City of Banning.

6. CONSENT ITEMS

6.1 Consideration and Approval of the meeting minutes of the May 27, 2025, and January 13, 2026 Closed Session City Council meetings
Recommendation: Approve the meeting minutes of the May 27, 2025, and January 13, 2026 Closed Session City Council meetings.

6.2 Receive and File Fire Protective Services Statistics for the Month of December 2025
Recommendation: Receive and file.

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

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

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

6.6 Consideration of Second Reading and Adoption of Ordinance No. 1615, A Zone Text Amendment to Banning Municipal Code Title 17, Chapter 17.88, Section 17.88.020 (Non-Conforming Structures and Uses).
Recommendation: Approve second reading and Adoption of Ordinance 1615.

6.7 Consideration of Resolution 2026-09, Approving an Agreement with Electric Power Systems International, Inc. for Electric Substation Equipment Maintenance Testing, Advisory, and On-Call Services
Recommendation: Adopt Resolution 2026-09.

6.8 Consideration of Resolution 2026-17, Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2026/2027
Recommendation: Adopt Resolution 2026-17.

6.9 Consideration of Resolution 2026-18, Awarding a Professional Services Agreement for Project No. 2020-04 Sun Lakes Boulevard Extension Project for Environmental Monitoring Services, to UltraSystems Environmental, Inc. in the amount of $381,900 and approving a 10% contingency for a total budget of “Not-to-Exceed” $420,090
Recommendation: Adopt Resolution 2026-18.

6.10 Consideration of Resolution 2026-20, Authorizing the Purchase of Three 35-Foot Fixed Route CNG Buses in the Amount of $2,717,459.56
Recommendation: Adopt Resolution 2026-20.

Council Member Flynn stated she would like to pull Item 6.7.

MOTION
Council Member Wallace moved and Mayor Pro Tem Barrington seconded a motion to approve Items 6.1-6.10, with the exception of Item 6.7. The motion carried unanimously.

6.7 Consideration of Resolution 2026-09, Approving an Agreement with Electric Power Systems International, Inc. for Electric Substation Equipment Maintenance Testing, Advisory, and On-Call Services
Recommendation: Adopt Resolution 2026-09.

In response to Council Member Flynn, Fred Lynn, Deputy Director of Electric Utility, discussed the three bids received and explained the cost differences between the bids. He clarified the proposed agreement covered a three-fiscal-year term and that the additional amount included on-call services to be provided on an as-needed basis, for a total contract amount not to exceed $293,000.

MOTION
Council Member Flynn moved and Council Member Miller seconded a motion to approve the staff recommendation. The motion carried unanimously.

7. PUBLIC HEARINGS

7.1 Continued from January 13, 2026, meeting - continued deliberation by the City Council to Consideration of Resolution 2026-03, Approving a Tentative Tract Map Application (Case No. TTM 39259/PTM25-0004), submitted by Tri Pointe Homes to Subdivide 15 Parcels Totaling 160.02 Acres into 544 Single-Family Residential Lots and 36 Condominium Lots (for 248 Duplex Condominium Units) Located at the Northwest Corner of Highland Home Road and the Southern California Edison Corridor.
Recommendation: Adopt Resolution 2026-03.

Mark Staples, Planning Manager, presented the continued item from the previous meeting regarding the Tentative Tract Map application. He summarized the questions and concerns raised during the initial public hearing, including the proposed parks, the size and anticipated pricing of the condominium units, and owner occupancy. He stated the applicant had agreed to include an owner-occupancy addendum in its purchase agreements requiring purchasers to occupy their homes for one year. He also stated most purchasers were expected to be first-time homebuyers and that current rental rates in Banning would not generally be sufficient to cover mortgage payments. Mr. Staples further explained the proposed density adjustment would not increase the total number of residential units or traffic beyond what was already contemplated under the Butterfield Specific Plan because the overall approved unit count remained unchanged. He also stated the Development Agreement prohibited the City from imposing conditions on the project that were not applied citywide.

Council Member Flynn reiterated her concern that investors could purchase homes with cash and convert them to rental properties. She asked City Attorney Pinkney whether the Development Agreement prevented the City from imposing an owner-occupancy requirement. Mr. Pinkney stated his understanding was that the Development Agreement contained language limiting the City's ability to impose additional project-specific conditions. He stated, however, that the applicant had proposed a voluntary owner-occupancy condition that would address the Council's concerns. He explained the City would have the ability to enforce the voluntarily accepted condition.

In response to Council Member Miller, Mr. Staples stated the two proposed parks would be accessible to the public. He explained one park would be located within the proposed age-restricted community, but neither park would have public access restrictions. He stated both parks would be maintained by the homeowners association.

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Mayor Pro Tem Barrington discussed the Veterans Tree and stated she understood relocating the approximately 100-year-old tree would likely not be feasible. She asked when that issue would be addressed. Interim City Manager Vela stated the issue would arise when improvements to the adjacent roadway were undertaken, although he could not identify a specific timeline. He stated staff remained hopeful a solution could be identified that would preserve the tree and discussed potential design alternatives, including a roundabout, while acknowledging engineering challenges.

Michael Titus, representing Tri Pointe Homes, discussed the proposed owner-occupancy condition. He stated Tri Pointe Homes agreed to a condition of approval requiring the occupancy addendum currently used by the company to be included with the sale of all residential units within Tract 39259-2. He further stated the occupancy addendum would not be modified without the approval of the City of Banning, allowing the City to enforce the condition. Mr. Titus also responded to the CEQA comments raised at the previous hearing and reiterated his position that the existing environmental documents adequately addressed the issues identified in the submitted comment letter.

In response to Council Member Flynn, Mr. Titus clarified the condition of approval would apply to the condominium units included within the tract. He stated, however, that Tri Pointe Homes used the occupancy addendum in the sale of all of its homes.

City Attorney Pinkney stated Mr. Titus had provided the proposed occupancy addendum and related condition language by email. He stated both documents would be incorporated into the administrative record and provided to the City Clerk.

Mayor Royce reopened the public hearing.

Edward Espinosa expressed concern regarding the condition of Highland Springs Road. He stated portions of the roadway were deteriorating and questioned whether damage from construction traffic would be addressed as part of the project.

Mayor Royce closed the public hearing.

Interim City Manager Vela stated certain improvements to Highland Springs Road had already been completed by the developer as conditions of the project. He acknowledged portions of the original roadway remained in poor condition and stated staff was obtaining quotes for temporary repairs until permanent improvements associated with future development could be completed.

MOTION
Mayor Pro Tem Barrington moved and Council Member Wallace seconded a motion to approve the staff recommendation as amended. The motion carried unanimously.

RECESS
At 7:10 p.m., the City Council recessed. The meeting reconvened at 7:35 p.m. with all Council Members present.

8. REPORTS OF OFFICERS

There were no reports.

9. DISCUSSION ITEMS

9.1 Consideration of Resolution 2026-16, Authorizing the City Manager to Execute the Voluntary VMT Exchange Program Participation Agreement between the Western Riverside Council of Governments and the City of Banning

Recommendation: Adopt Resolution 2026-16.

Nate Smith, Deputy Director of Public Works, presented the staff report. He explained that Vehicle Miles Traveled (VMT) is the transportation metric required under the California Environmental Quality Act (CEQA) and focuses on reducing vehicle travel and associated emissions rather than roadway level of service. He stated projects that increase VMT are required to mitigate those impacts.

Mr. Smith explained the Western Riverside Council of Governments (WRCOG) had developed a regional VMT Mitigation Program, which would establish a mitigation credit marketplace. He stated public agencies could create eligible transportation projects that generate VMT mitigation credits, while private development projects needing to mitigate VMT impacts could purchase those credits. He noted a project in Beaumont would likely be among the first developments required to purchase VMT mitigation credits through the program.

Mr. Smith stated the City of Banning could participate in the program by developing eligible projects, such as transit enhancements, and offering those projects as mitigation credits through the WRCOG marketplace. He explained WRCOG would collect the mitigation payments and remit funding to the City to construct the approved project. He stated if project costs exceeded estimates, the City would be responsible for the additional costs, while any unused funds would be returned to WRCOG.

Mr. Smith stated staff recommended beginning with a transit pass program because it satisfied farebox recovery requirements, did not require General Fund support, had a known cost, and would allow staff to gain experience with the new program. He stated the transit passes would be distributed to the community.

Christopher Tzeng, Program Manager for the Western Riverside Council of Governments (WRCOG), emphasized there was no cost to the City to participate in the program and stated it provided significant benefits to agencies seeking to construct projects or implement programs that met the program criteria.

In response to Mayor Royce, Mr. Smith stated that if the City purchased transit passes for approximately $100, the corresponding mitigation credits could be offered through the marketplace for approximately $104.

In response to Council Member Flynn, Mr. Tzeng stated the program was available throughout California.

Mr. Smith stated staff would continue working through policy issues related to the program and would return to the City Council with additional recommendations as needed. He stated staff was requesting authorization to execute the voluntary participation agreement with WRCOG to allow local mitigation funding to support local transit improvements.

Council Member Miller expressed support for participating in the program. He stated Riverside Transit Agency had recently approved participation and believed it was important for the City to participate early before mitigation credits became more competitive.

MOTION
Council Member Wallace moved and Mayor Royce seconded a motion to approve the staff recommendation. The motion carried unanimously.

9.2 Consideration of Resolution 2026-21, City of Banning Fiscal Year Ending June 30, 2024 Financial Statements and Related Required Reports and Approving a Contract Amendment and an Additional Appropriation for Eide Bailly Related to the City's Fiscal Year Ended June 30, 2024 Audit Increasing the Agreement Amount by $145,000

Recommendation: Adopt Resolution 2026-21.

This item was heard earlier in the meeting, immediately following the Closed Session Report, as reordered by the City Council upon approval of the agenda.

9.3 Consideration of Resolution 2026-22, Approving a Temporary Payment Plan Policy for a Period of Twelve Months
Recommendation: Adopt Resolution 2026-22.

Interim City Manager Vela presented the staff report. He stated the proposed resolution memorialized the City Council's direction from the previous meeting regarding utility billing payment plans and the grace period. He provided an update on the City's utility billing schedule, stating all November bills and approximately two-thirds of the December bills would be mailed by the end of January, with the remaining December bills expected to be mailed during the first week of February. He stated January bills would be mailed during February and anticipated March would be the first month in which all customers would receive only one monthly bill.

Mr. Vela reviewed the proposed payment plan policy, including a three-month grace period during which customers could either pay their outstanding balance in full or enroll in a payment plan. He stated no late fees, service discontinuations, or credit card convenience fees would be assessed during the grace period. Following the grace period, the City would resume its standard discontinuation of service procedures, subject to applicable medical and financial hardship exceptions. He stated payment plans would include either a 6-month term with a 5 percent deposit or a 12-month term with a 10 percent deposit. He requested City Council direction regarding the commencement date of the grace period.

Mayor Royce stated he wanted to ensure all customers would be receiving only one monthly bill before the grace period began. Mr. Vela stated staff anticipated all customers would receive only their February utility bill during March and was confident that schedule could be achieved.

Council Member Wallace asked how the policy would apply to customers who had made no payments during the billing delay. Mr. Vela explained those customers would have three months from the commencement of the grace period to either pay their outstanding balance or enter into a payment plan before the standard 60-day discontinuation timeline would begin. He also reviewed examples of how payment plans would be structured, noting payment plan installments would be in addition to current monthly utility charges and did not constitute interest-bearing loans.

Mayor Pro Tem Barrington requested information regarding the City's low-income utility assistance programs be included with customer bills. Mr. Vela stated staff was preparing additional public outreach regarding both local and State assistance programs and that future bills would also include information regarding the grace period and available payment plans.

In response to Mayor Royce, Mr. Vela stated staff was also developing a sample utility bill to help customers better understand how to read their statements. He noted customers would be required to establish payment plans in person.

In response to Council Member Flynn, Mr. Vela stated staff continued to evaluate how automatic payments would function for customers participating in payment plans. He stated staff wanted to avoid automatically charging customers for their full outstanding balances and that automatic payments might remain suspended until all payment plans had concluded.

Frank Connolly encouraged the City to implement the payment plan program as soon as possible. He stated residents had benefited from delayed billing and should now begin paying the outstanding balances owed to the City.

Jerry Phelps stated she agreed the City needed to move forward but remained concerned the utility billing process was confusing for many residents. She stated not all residents had been able to save money during the billing delays and expressed concern that requiring customers to appear at City Hall during business hours to establish payment plans could create hardships.

Leslie Evans stated she had established utility service after moving to Banning and questioned how customer utility deposits would be treated for residents enrolling in payment plans. She asked whether previously paid utility deposits could be applied toward outstanding balances.

Edward Espinosa questioned whether the City had authority to place delinquent utility accounts on property liens and discussed potential options for customers who continued to refuse payment.

Mayor Royce encouraged residents with billing questions to meet with City staff and request detailed payment and usage histories to better understand their accounts.

Mr. Vela stated Ms. Evans had raised a valid issue that staff had not previously considered. He stated it would be reasonable to consider applying qualifying customer utility deposits toward outstanding balances in appropriate circumstances. He also referenced Section 2 of the proposed resolution, which authorized the City Manager to approve special payment arrangements on a case-by-case basis for documented special circumstances.

Council Member Flynn stated customer utility deposits should be credited back to qualifying customers after the required holding period rather than combining deposits with payment plan balances.

Mayor Royce stated the City should exercise flexibility when assisting customers experiencing unique circumstances.

Council Member Miller expressed agreement with Mayor Royce's comments.

Mayor Pro Tem Barrington stated situations involving customer deposits could be addressed under the case-by-case provisions contained in Section 2 of the proposed resolution.

Following discussion, the City Council reached consensus that the three-month grace period would commence with customers' February utility bills, which would be mailed in March.

MOTION
Council Member Wallace moved and Council Member Miller seconded a motion to approve the staff recommendation. The motion carried unanimously.

9.4 Consideration of Resolution 2026-23, Authorizing the City Manager to Execute the Engagement Letter with Stradling Yocca Carlson & Rauth, LLP to Serve as Bond Counsel and Disclosure Counsel to the City of Banning
Recommendation: Adopt Resolution 2026-23.

Interim City Manager Vela presented the staff report. He stated the City was seeking to retain a law firm to provide specialized legal services, including bond counsel and, when necessary, disclosure counsel, to ensure compliance with applicable federal, State, and local laws. He stated the City currently utilized municipal advisors and had issued a Request for Proposals to solicit legal services, although such services were exempt from the City's purchasing policy. He stated the Request for Proposals process was conducted to ensure the City received the best value. Mr. Vela stated staff recommended Stradling Yocca Carlson & Rauth as the most qualified firm. He also noted a typographical error in the proposed resolution and clarified the contract amount should be $200,000.

Council Member Flynn noted the firm's proposal identified an estimated cost of $70,000 to $120,000 and questioned why the proposed contract amount was higher. Mr. Vela explained the proposal was based on a specific bond financing matter, while the proposed agreement would provide broader bond counsel and disclosure counsel services. He stated the City Council could authorize a lower amount and staff could return with a future amendment if additional services became necessary.

Sue Savage expressed concerns regarding the City's electric utility bonds. She stated the City had received two non-investment-grade bond ratings from Standard & Poor's and questioned whether issuing additional debt was the appropriate solution. She suggested the City consider using existing funds to resolve the bond covenant issues rather than incurring additional debt and associated legal costs. She also recommended filling key Finance Department vacancies, clarifying the November utility rate increases, and addressing exposed electrical infrastructure. She stated those issues affected the City's ability to meet its current debt obligations.

Mr. Vela stated Ms. Savage had raised important questions but explained they were outside the scope of the proposed agreement. He clarified the purpose of retaining Stradling was not to issue additional bonds, but rather to provide specialized legal advice regarding bond-related matters and assist the City in developing strategies to address its existing financial and bond obligations. He stated issuing additional debt, if considered in the future, would occur only if determined to be appropriate under improved financial circumstances.

MOTION
Council Member Flynn moved and Council Member Miller seconded a motion to approve the staff recommendation leaving the resolution as presented with a not-to-exceed amount of $150,000. The motion carried unanimously.

10. CLOSED SESSION

Recommendation: MAYOR TO CONTINUE CLOSED SESSION AGENDA ITEMS 10.1 AND 10.2 TO THE ADJOURNED REGULAR MEETING FEBRUARY 5, 2026 at 12:00 p.m. AS SET FORTH UNDER ITEM 12 - ADJOURNMENT

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

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

Mayor Royce continued to the items to the Adjourned Regular Meeting to be held on February 5, 2026 at 12:00 p.m.

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. Community Garden, Sun Lakes (Flynn) September 2025
5. Update (anti-camping) Ordinance 1603 (Flynn) October 2025
6. Revise Manual of Procedural Guidelines, Article 10.3 (c) (Flynn) December 2025
7. Sales Tax Agreement Update with Diamond Chevrolet (Flynn) December 2025

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8. Cannabis Warehouse Moratorium (New Facilities Only) (Barrington) December 2025

Council Member Flynn requested that a future agenda item be added to consider updating the Interstate 10 billboard with a new theme.

Mayor Pro Tem Barrington requested that a future agenda item be added to continue the monthly Foodie Fridays food truck events with a new agreement with the Chamber of Commerce.

12. ADJOURNMENT

MOTION
Mayor Royce moved and Council Member Wallace seconded a motion to adjourn the meeting to February 5, 2026 at 12:00 pm. The question was called and the motion carried unanimously.

The meeting adjourned at 8:30 p.m.

Minutes prepared by:

Sandra Calderon

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/281?view_id=1&redirect=true

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MINUTES

CITY COUNCIL – SPECIAL MEETING (CLOSED SESSION)

JANUARY 27, 2026

1. CALL TO ORDER – 3:02 p.m.

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

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn (arrived during Closed Session)

OTHERS PRESENT: John Pinkney, City Attorney
Art Vela, Interim City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

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

There were no public comments.

3. CLOSED SESSION

3.1 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYENT

Pursuant to Government Code Section 54957. Title: City Manager.
3.2 CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION
Pursuant to Government Code 54956.9(d)(4). One potential case.

3.3 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION
Pursuant to Government Code Section 54956.9(d)(2) and/or (3). Two potential cases.

Council Members recessed to Closed Session at 3:03 p.m. to discuss the items listed.

The City Council reconvened in open session, with all Council Members present, with no reportable action taken.

4. ADJOURNMENT

MOTION
Council Member Wallace moved and Council Member Miller seconded a motion to adjourn the meeting. The question was called and the motion carried unanimously.

The meeting adjourned at 5:23 p.m.

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Minutes prepared by:

Sandra Calderon

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:

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MINUTES

CITY COUNCIL – ADJOURNED REGULAR MEETING

FEBRUARY 5, 2026

1. CALL TO ORDER – 12:08 p.m.

COUNCIL MEMBERS PRESENT: Mayor Richard Royce
Mayor Pro Tem Cindy Barrington
Council Member Sheri Flynn (attending remotely)
Council Member Leroy Miller
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None.

OTHERS PRESENT: John Pinkney, City Attorney
Art Vela, Interim City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

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

There were no public comments.

3. CLOSED SESSION

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

3.2 Public Employee Appointment/Employment Pursuant to Government Code Section 54957 Title: City Manager

Council Members recessed to Closed Session at 12:10 p.m. to discuss the items listed.

The City Council reconvened in open session, Council Members Flynn and Wallace absent, with no reportable action taken.

4. ADJOURNMENT

MOTION
Council Member Miller moved and Mayor Pro Tem Barrington seconded a motion to adjourn the meeting. The question was called and the motion carried unanimously.

The meeting adjourned at 4:51 p.m.

Minutes prepared by:

DRAFT

Sandra Calderon

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/285?view_id=1&redirect=true

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MINUTES

CITY COUNCIL – REGULAR MEETING

February 10, 2026

1. CALL TO ORDER – 5:08 p.m.

1.1 ROLL CALL

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John Pinkney, City Attorney
Art Vela, Interim City Manager
Nate Smith, Deputy Director of Public Works
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

1.2 INVOCATION
There was no invocation at this meeting.

1.3 PLEDGE OF ALLEGIANCE

Mayor Royce led the Pledge of Allegiance.

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

MOTION
Council Member Wallace moved and Council Member Flynn seconded a motion to approve the agenda. The motion carried unanimously.

3. PRESENTATIONS

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

Mayor Royce read the proclamation.

4. REPORT ON CLOSED SESSION

City Attorney Pinkney stated there were two Closed Session items listed at the end of agenda and those would not be heard as part of this meeting or agenda.

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5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

Inge Schuler expressed disappointment that the City had not issued a proclamation recognizing Black History Month, noting it had been done traditionally in previous years. She questioned why it had not been included this year. She also expressed concerns regarding code enforcement, citing several recreational vehicles, trailers, and a boat that she stated had remained parked on City streets for extended periods while accumulating trash. She also discussed enforcement related to horse properties and questioned why horse owners received citations for waste disposal while other nuisance conditions appeared to go unaddressed. She acknowledged the City had recently hired new code enforcement staff and encouraged consistent enforcement of the Municipal Code.

Bill Hobbs expressed concern regarding warehouse development adjacent to residential neighborhoods and retirement communities. He stated he was concerned about the resulting impacts on air quality and believed the City should better protect existing neighborhoods.

Kathy Aranda expressed concerns regarding homeless encampments near commercial areas, including one located near Chipotle and another near the City's welcome sign. She stated the conditions negatively affected public safety, public health, local businesses, and the City's image. She urged the City to address the encampments.

Steven McCleary expressed concerns regarding the quality of the City's tap water, stating it had a metallic taste. He also discussed the City's utility billing software and stated the City should retain a system that was reliable and easy for residents to use, particularly those on fixed incomes.

Stuart Mackenzie stated he had recently paid his outstanding utility bills and hoped the City's billing system would improve moving forward. He encouraged the City to evaluate utility billing systems used by other agencies and thoroughly test any future software before implementation. He also discussed the City's Strategic Plan and encouraged the City to focus on attracting new businesses and filling vacant commercial storefronts.

Oleg Ivaschuk, President of the Banning Chamber of Commerce, announced the upcoming Sunshine Breakfast scheduled for February 18 and invited the public to attend. He stated conditions within the City were improving and noted the recent opening of another health and wellness business. He encouraged continued business development, requested the City revisit updating the Interstate 10 billboard with a positive message, and stated the Chamber was willing to assist. He also encouraged residents to shop locally.

Adam Evanton, Senior Affairs Manager for Southern California Gas Company, discussed the company's proposal to close in-person payment offices. He stated in-person transactions represented approximately two percent of customer payments while costing approximately $19 million annually to operate. He stated the proposal was currently pending before the California Public Utilities Commission. He explained customers would continue to have in-person payment options available at participating retail locations, including Cheers Market, Cardenas Market, and Walmart, as well as payment by mail and online. He acknowledged concerns previously expressed by the City regarding payments being accepted at liquor stores and stated Southern California Gas Company was willing to work with the City to identify an alternative authorized payment location, including a local business or City Hall.

Frank Connelly thanked Mayor Royce for opposing the closure of the local Southern California Gas payment office. He stated many elderly residents preferred making payments in person and should not be required to use a liquor store to pay utility bills. He urged the City to continue opposing the closure until additional payment options were made available.

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Veronica Luna discussed the City's utility billing delays and stated she had continued making payments throughout the billing issues but was still receiving multiple bills in a single month. She expressed concern regarding the financial impact on low-income families and urged the City to stop issuing multiple utility bills each month.

5.2 CORRESPONDENCE

Staff announced two comments letters had been received for Item 9.1 and would be read during public comment on that item.

5.3 APPOINTMENTS

There were no appointments for this meeting.

5.4 CITY COUNCIL COMMITTEE REPORTS

Council Member Wallace reported on a meeting of the Regional Conservation Authority Board of Directors. She stated the Board received its annual review of the Riverside County Treasurer-Tax Collector's investment pool and reported the fund continued to perform well. She also discussed the Authority's ongoing efforts to acquire land for habitat conservation, including habitat for birds, toads, snakes, and lizards. Council Member Wallace also attended a Southern California Association of Governments transportation meeting, where members discussed transportation safety targets, particularly regarding electric bicycles. She expressed concern about modified e-bikes capable of traveling at high speeds and discussed the need for increased safety measures, including greater involvement by the Department of Motor Vehicles.

Council Member Flynn reported on a Riverside County Transportation Commission transportation workshop, which she described as informative. She stated topics included traffic relief projects in western Riverside County, Interstate 10 interchange reconstruction projects, expansion of express lanes on Interstate 10, and expansion of passenger rail service into new areas of Riverside County. She stated a future rail station could potentially be located in Cabazon, Banning, Beaumont, or Calimesa and expressed support for locating the station in Banning. She also discussed the continued growth of warehousing and logistics within Riverside County and stated projections indicated trucks would account for approximately 50 percent of daily traffic on Interstate 10 by 2045. Council Member Flynn also reported on the 35th anniversary meeting of the Western Riverside Council of Governments. She stated the City paid approximately $6,570 annually in membership dues and, with WRCOG's assistance, had received more than $14.6 million in Transportation Uniform Mitigation Fee project funding. She also noted WRCOG had assisted the City with numerous regional studies and grant applications.

Mayor Pro Tem Barrington stated she had nothing to report.

Council Member Miller reported on a Riverside Transit Agency Budget and Finance Committee meeting. He stated the agency was installing 20 new bus shelters, although none were currently planned for Banning. He noted a new shelter had recently been installed at the Walmart in Beaumont. He also stated the committee discussed fuel tax issues and their potential impacts on local transit systems, with additional information expected at a future meeting. Council Member Miller further reported attending a League of California Cities district meeting, where several legislative proposals were discussed that could be considered for City sponsorship.

Mayor Royce stated he had nothing to report.

5.5 CITY TREASURER'S REPORT

Sue Savage, City Treasurer, presented the January 2026 Treasurer's Report. She stated the reports provided to her remained limited and that she continued to be denied access to a printer and printer paper. She compared January 2026 financial information to January 2025 and stated the City's Local Agency Investment Fund (LAIF) balance had decreased by nearly $17 million. She noted the City's savings account earned approximately $833,000 in interest over the previous year while the reduction in LAIF balances, at an approximate 4.2 percent interest rate, resulted in an estimated $726,000 in lost interest earnings. She stated City funds should be managed strategically to maximize investment opportunities.

Ms. Savage stated California Government Code Section 53646 required the preparation of quarterly investment reports and questioned why those reports had not been provided. She also stated the City's combined cash and investment balances had decreased by approximately $12.87 million over the previous year. She expressed concern that more recent bank statements and online account access had not been made available, stating effective financial oversight required timely access to financial information. She also discussed changes in revenues, expenditures, fund balances, bond payments, debt covenant violations, and other matters related to the City's financial stewardship.

5.6 CITY MANAGER'S REPORT

Interim City Manager Vela responded to comments regarding the Treasurer's Report. He clarified the City experienced approximately a $25 million reduction in cash flow during the six-month period utility bills were not issued. He stated that although the City was currently issuing two utility bills per month as part of the catch-up process, customers were only being billed for one month of utility usage on each bill.

Mr. Vela announced the City would host a utility assistance event on February 19 from 9:00 a.m. to 2:00 p.m. in the Council Chambers, where County staff and City utility billing staff would assist customers with applications for the Low-Income Home Energy Assistance Program (LIHEAP) and the City's low-income electric utility assistance program.

Mr. Vela stated staff expected customers to receive their final catch-up utility bill during the month and that March would be the first month all customers would receive a single bill covering only their February utility usage. He acknowledged the utility billing issues had significantly impacted residents and stated that although the City still planned to upgrade its utility billing system, additional safeguards would be implemented to ensure a successful transition. In response to Mayor Royce, Mr. Vela stated future utility bills would include additional educational information to assist customers in understanding their statements.

5.7 CITY ATTORNEY'S REPORT

City Attorney Pinkney reviewed portions of the City of Banning's Rules of Decorum and Procedural Guidelines. He also addressed the Government Code section referenced during the City Treasurer's Report and clarified that the applicable statutory language was permissive rather than mandatory. He stated the Government Code provides that the City Treasurer or chief fiscal officer may prepare quarterly investment reports.

In response to Mayor Royce, Interim City Manager Vela stated the City had previously prepared quarterly investment reports but that staffing vacancies within the Finance Department and utility billing priorities had delayed their preparation. Mayor Royce stated he would like quarterly investment reports to resume once Finance Department staffing had stabilized. By consensus, the City Council agreed.

6. CONSENT ITEMS

6.1 Consideration and Approval of the meeting minutes of the December 9, 2025 Regular City Council meeting
Recommendation: Approve the meeting minutes of December 9, 2025 Regular City Council meeting.

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

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

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

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

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

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

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

MOTION
Council Member Wallace moved and Mayor Pro Tem Barrington seconded a motion to approve the consent agenda. The motion carried unanimously.

7. PUBLIC HEARINGS

None.

8. REPORTS OF OFFICERS

There were no reports.

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9. DISCUSSION ITEMS

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

Nate Smith, Deputy Director of Public Works, presented the staff report. He stated the item was a follow-up to the recent Development Impact Fee workshop. He explained the public hearing originally scheduled for this meeting had been postponed due to a noticing error. He stated staff was providing an overview of the proposed fees and seeking preliminary policy direction from the City Council in preparation for the public hearing scheduled for February 24.

Mr. Smith reviewed the proposed Development Impact Fees and compared the recommended fees to those of neighboring jurisdictions. He explained the fees were calculated based on land use rather than unit size and represented the maximum justifiable fees supported by the City's nexus study. He presented sample development scenarios and compared the resulting fees with neighboring agencies. He stated the proposed residential fees were generally higher than neighboring agencies while the proposed commercial and industrial fees were generally lower. He also presented an alternative comparison based on reduced fee levels, noting residential fees would be approximately 75 percent of the maximum justifiable amount if adjusted to be more comparable with neighboring cities. He further explained the Atwell Development Agreement limited certain development impact fees that could be imposed within that development. Mr. Smith stated that if the City elected to charge less than the maximum justifiable fees, another funding source would ultimately be required to construct the infrastructure those fees were intended to fund.

Mr. Smith stated staff would meet with the City's Development Impact Fee consultant and department directors to review the proposed fees, develop additional alternatives, and discuss those options with representatives of the development community before the February 24 public hearing.

In response to Mayor Royce, Mr. Smith stated the fee comparison for the City of Beaumont was based on its 2024 fee schedule. He stated staff would verify whether Beaumont had subsequently adjusted its fees for inflation and provide updated information at the public hearing.

Council Member Flynn discussed comments submitted by the Building Industry Association regarding the proposed residential fee increases. She questioned why a greater share of the impact fees was not allocated to commercial and industrial development. Mr. Smith explained the nexus study was specific to Banning and reflected the differing infrastructure impacts associated with each land use category. He stated the City's policy decision was whether to adopt the maximum justifiable fees or a lesser amount.

Mayor Pro Tem Barrington asked how other comparable cities determined the percentage of the maximum justifiable fees they charged. Mr. Smith stated that decision varied by jurisdiction and was ultimately a policy determination. He explained staff's recommendation was to adopt the maximum justifiable fees in order to fully recover the City's infrastructure costs. He also noted infrastructure costs continued to increase over time and stated the City could adjust Development Impact Fees by resolution in the future. He further explained an ordinance would be required to establish the proposed electric utility impact fee within the Municipal Code.

Council Member Miller stated additional information would be helpful before the public hearing. Mr. Smith confirmed staff would provide the requested information.

In response to Council Member Wallace, Mr. Smith explained projected growth was determined using the City's General Plan land use designations.

Interim City Manager Vela discussed the methodology used to calculate Development Impact Fees and explained comparisons between cities were not always meaningful because each nexus study reflected the unique infrastructure needs and growth patterns of that jurisdiction. He stated charging less than the maximum justifiable fee would increase the City's long-term infrastructure funding gap.

City Clerk Sellers read into the record letters submitted by the Building Industry Association and the Building Industry Legal Defense Foundation. The letters expressed concerns that the proposed residential Development Impact Fees would significantly increase housing costs and negatively affect future residential development.

Council Member Flynn stated the City should consider whether its policy objective was to encourage additional residential or commercial development when establishing the fee structure.

Mayor Pro Tem Barrington noted the proposed non-residential fees were already at the maximum justifiable amount. Mr. Smith explained they could not exceed the maximum amount supported by the nexus study. Interim City Manager Vela added that while the City could reduce fees below the maximum justifiable amount, it could not shift the resulting revenue shortfall from one land use category to another.

Mr. Smith stated staff was seeking general policy direction to assist in preparing the February 24 public hearing. Mayor Royce stated he supported capturing as much of the justifiable impact fees as possible for both residential and non-residential development.

Mr. Smith stated the staff report for the February 24 public hearing would include the results of staff's additional analysis and stakeholder meetings.

10. CLOSED SESSION

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

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

City Attorney Pinkney stated during Item 4 that these items would no longer be heard as part of this agenda.

11. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

There were no announcements.

12. ITEMS FOR FUTURE AGENDAS

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

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

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

In response to Mayor Pro Tem Barrington, Interim City Manager Vela stated some of the items were being scheduled for upcoming meetings.

13. ADJOURNMENT

MOTION
Council Member Miller moved and Mayor Pro Tem Barrington seconded a motion to adjourn the meeting. The question was called and the motion carried unanimously.

The meeting adjourned at 6:35 p.m.

Minutes prepared by:

Sandra Calderon

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/287?view_id=1&redirect=true

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MINUTES

CITY COUNCIL – SPECIAL MEETING (WORKSHOP)

FEBRUARY 10, 2026

1. CALL TO ORDER – 4:02 p.m.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John Pinkney, City Attorney
Art Vela, Interim City Manager
Nate Smith, Deputy Director of Public Works
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. WORKSHOP

2.1 Progress Report on the Hargrave Grade Separation – Design Phase
Recommendation: This report is for information and discussion only.

Nate Smith, Deputy Director of Public Works, presented the staff report. He stated the item was intended to provide an overview of the conceptual design for the project.

Darren Adrian, representing Kimley-Horn and the project design team, presented a project overview. He discussed the project schedule, estimated costs, and ongoing efforts to secure funding for future phases. He explained the project would construct a grade separation similar to the Sunset Avenue Grade Separation to improve safety by eliminating the at-grade railroad crossing. He stated the project also supports planned growth and transportation improvements on the east side of Banning, including future interchange improvements. Mr. Adrian reviewed the conceptual design, project components, anticipated construction schedule, estimated project cost of approximately $133 million, and funding strategy. He stated project completion was currently anticipated in 2031.

In response to Mayor Pro Tem Barrington, Mr. Adrian stated the current concept did not anticipate a full closure of Lincoln Street during construction, although portions of the roadway would be temporarily closed during various phases of the project. He stated Lincoln Street would serve as the primary detour route during construction. He also stated no existing structures along Hermosa Street were currently anticipated to be removed. He explained the proposed connector road remained part of the conceptual design because it provided better circulation, reduced the need for cul-de-sacs, minimized impacts to adjacent properties, and met emergency access requirements. He stated the current concept would require removal of only one existing structure.

Interim City Manager Vela further discussed the purpose of the proposed connector road and why it was included in the conceptual design. Mayor Pro Tem Barrington stated she supported the proposed

solution and requested that future traffic signal timing be coordinated appropriately.
Mr. Smith explained the traffic signals at the Interstate 10 ramps were owned and maintained by Caltrans and were timed primarily to maximize freeway operations rather than local traffic flow. He stated the Western Riverside Council of Governments was preparing a regional traffic signal synchronization study for the San Gorgonio Pass area to address those concerns.

In response to Council Member Miller, Mr. Smith discussed potential circulation improvements being evaluated as part of the General Plan circulation update and Strategic Plan implementation. He stated some potential improvements would require significant projects initiated by Caltrans. Interim City Manager Vela added there was limited space between Ramsey Street and Interstate 10 and also discussed constraints near the Highland Springs Avenue interchange.

Mayor Pro Tem Barrington stated she believed Council Member Miller was referring to truck traffic associated with future warehouse development, particularly vehicles turning left onto Hargrave Street near the service station. Mr. Smith stated one of the approved development projects included a condition requiring a traffic study to evaluate that intersection.

Mr. Smith concluded by stating the project's estimated construction cost would require significant coordination among local, State, and federal funding partners. He encouraged the City Council to continue fostering those relationships to improve the project's competitiveness for future grant funding.

3. PUBLIC COMMENTS - *Agenda Items Only*

There were no public comments.

4. ADJOURNMENT

MOTION
Mayor Pro Tem Barrington moved and Council Member Miller seconded a motion to adjourn the meeting. The question was called and the motion carried unanimously.

The meeting adjourned at 4:38 p.m.

Minutes prepared by:

Sandra Calderon

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/286?view_id=1&redirect=true

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MINUTES

CITY COUNCIL – REGULAR MEETING

MAY 12, 2026

1. CALL TO ORDER – 5:01 p.m.

1.1 ROLL CALL

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Phaedra Norton, Assistant City Attorney
Elizabeth Gibbs, City Manager
Art Vela, Public Works Director
Robert Wright, Parks and Recreation Director
Marisol Lopez, Economic Development Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

1.2 INVOCATION
Performed by Council Member Miller

1.3 PLEDGE OF ALLEGIANCE

Mayor Royce led the Pledge of Allegiance.

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

MOTION
Council Member Miller moved and Mayor Pro Tem Barrington seconded a motion to approve the agenda. The motion carried unanimously.

3. PRESENTATIONS

3.1 Proclamation - Kids to Parks Day 2026
Recommendation: Proclaim May 16, 2026 as National Kids to Parks Day.

Mayor Royce presented the Proclamation to the Banning Parks and Recreation Director.

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3.2 Small Business Month – May 2026 Proclamation and Recognition of Black Diamond Event Planning DBA Elegant Affair Wedding Venue
Recommendation: Staff recommends that the City Council:
1. Approve the Small Business Month Proclamation for May 2026; and
2. Receive and file the recognition of Black Diamond Event Planning DBA Elegant Affair Wedding Venue.

Mayor Royce read the Proclamation and presented a Certificate of Recognition to Black Diamond Event Planning DBA Elegant Affair Wedding Venue.

3.3 Proclamation - National Public Works Week (May 17-23)
Recommendation: Proclaim May 17 to May 23, 2026 as National Public Works Week

Mayor Royce read the Proclamation and recognized Banning Public Works employees in attendance.

4. REPORT ON CLOSED SESSION

Phaedra Norton, Assistant City Attorney stated the City Council met in Closed Session and there was no reportable action taken.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

Pat Murkland promoted the Downtown Banning Art Walk. She announced a special event scheduled for May 23, 2026, commemorating the 98th anniversary of the opening of the Banning Theater. She stated the event would feature a film originally shown at the theater in 1928 and invited the community to attend.

Inge Schuler expressed concern that City Council minutes posted on the City's website were not current. She also requested that City Council members provide additional information regarding the events they attend and the relevance of those events to the City of Banning.

Rita Chapparosa, Parks and Recreation Commissioner, commended the Parks and Recreation Department for its work despite limited resources.

Stuart Mackenzie commented on a Closed Session item and questioned why the matter had not yet been resolved. He also questioned whether a new pharmacy would be opening in downtown Banning.

5.2 CORRESPONDENCE

Staff stated no correspondence was received.

5.3 APPOINTMENTS

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

The City Council considered the appointment of a member to the Parks and Recreation Commission. Following a roll call of Council Member preferences, Cheryce Cobbs was appointed by a 3-2 vote, with Council Members Miller, Wallace, and Mayor Royce voting in favor of Cobbs,

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and Mayor Pro Tem Barrington and Council Member Flynn supporting Monette Hamilton. Mayor Royce thanked both applicants for their willingness to serve.

5.4 CITY COUNCIL COMMITTEE REPORTS

Council Member Wallace reported on her attendance at the Southern California Association of Governments General Assembly. She stated many of the workshops focused on Regional Housing Needs Allocation (RHNA) requirements and efforts by SCAG to assist smaller jurisdictions in meeting their housing obligations. She also attended a workshop on artificial intelligence. Council Member Wallace further reported on a meeting of the Western Riverside County Regional Conservation Authority, where discussions included wildlife and habitat conservation issues, as well as budget-related matters.

Council Member Flynn reported on her attendance at a meeting of the Western Riverside Council of Governments (WRCOG), where the Southern California Association of Governments (SCAG) presented 2050 population, household, and employment projections. She stated the Inland Empire is projected to experience the second-highest household growth and the highest job growth among Southern California regions. She also reviewed regional office vacancy rates, noting that the Inland Empire continues to have one of the lowest office vacancy rates in the region.

Council Member Flynn also reported that she and Mayor Pro Tem Barrington attended an Ad Hoc Animal Shelter Committee meeting with the City Manager, Planning Department, and Police Department to review information that would be presented at the May 14 animal shelter workshop.

Council Member Flynn further reported on activities related to the Sun Lakes Boulevard Extension Project through the Riverside County Transportation Commission, noting that the groundbreaking ceremony for the project was scheduled for May 26.

Mayor Pro Tem Barrington reported on her attendance at the grand reopening of Gus Jr.'s on May 5, noting the restaurant is under new ownership and management.

Mayor Pro Tem Barrington also attended a Blue Zones meeting, where participants discussed priority initiatives they hoped to advance with Council support. She stated she encouraged efforts focused on seniors and reducing children's screen time and noted that related initiatives would be developed.

Mayor Pro Tem Barrington reported that she and Council Member Flynn attended an Ad Hoc Animal Shelter Committee meeting to review information that would be presented at the May 14 animal shelter workshop.

Mayor Pro Tem Barrington thanked Banning Utility for its successful community tree giveaway, noting that the available trees were claimed quickly and expressing appreciation for the program.

Mayor Pro Tem Barrington stated she also attended the May 6 Beaumont Chamber of Commerce breakfast, where the Mayor of Beaumont presented a mini State of the City address. She stated she took note of several ideas that could benefit Banning. She reported that approximately 40 percent of Beaumont's General Fund revenues are generated through sales tax and that public safety expenditures account for approximately half of the City's General Fund and have increased significantly in recent years. She also noted that approximately half of Beaumont's sales tax revenue is generated by visitors from outside the city and encouraged residents to support local businesses by shopping in Banning.

Council Member Miller reported on his attendance at the ribbon cutting for Gus Jr.'s under its new ownership and management. He also attended the Beaumont Chamber of Commerce breakfast and a Riverside Transit Agency (RTA) Budget and Finance Committee meeting on May 6. He

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stated that while many RTA issues do not directly affect Banning, the City is served by an RTA bus stop and residents have access to numerous regional transit destinations. Council Member Miller also announced he would be attending the Nonprofit Recognition Awards on May 13.

Mayor Royce reported on recent state legislation related to housing and development and discussed the Regional Housing Needs Allocation (RHNA) process and associated state housing mandates. He stated that many cities have been required to pursue creative approaches to comply with those requirements. Mayor Royce also reported on his involvement with Our Neighborhood Voices, a grassroots organization advocating for local control over land use decisions, including proposed changes to the RHNA process and the authority of the California Coastal Commission. He invited members of the public to learn more about the organization and its efforts.

5.5 ANNOUNCEMENTS OF CITY COUNCIL MEMBERS

This item was taken out of order following Item 5.8.

Council Member Wallace announced that the Banning Woman's Club Fashion Show would be held on June 13 at 12:00 p.m. She also announced two upcoming Juneteenth celebrations: one at Roosevelt Williams Park on June 19 at 11:00 a.m., where attendees were encouraged to bring chairs and food, and a second event on June 20 at Sylvan Park.

Council Member Miller announced that he would not be holding a Town Hall meeting during the upcoming weekend. He encouraged residents instead to attend the City's Fiscal Sustainability Workshop on May 14.

Mayor Royce echoed Council Member Miller's comments and emphasized the importance of the May 14 Fiscal Sustainability Workshop, stating it was the City's highest priority at that time.

Mayor Pro Tem Barrington clarified comments made by the City Treasurer regarding utility billing. She stated she had not advised the City Treasurer against discussing utility bills with residents and that she was welcome to.

5.6 CITY TREASURER'S REPORT

Sue Savage, City Treasurer, reported that she recently met with the City Manager and stated the Treasurer's Report would be presented at the second City Council meeting of each month. She stated the meeting was productive and that she had been advised she would receive bank statements and that the Finance Department would work collaboratively with the Treasurer's Office. She stated she looked forward to those commitments being implemented and to continuing a cooperative working relationship.

City Treasurer Savage also stated she had received questions from residents regarding utility billing statements. She stated she had been advised that assisting with utility billing was not within the Treasurer's responsibilities; however, members of the public continued to seek her assistance. She questioned the City's transition back to its previous utility billing system after implementation of a newer system and whether the issues that prompted the change had been resolved. She stated she would continue assisting residents in reviewing their utility billing statements when requested and expressed her desire to work collaboratively with the City Manager and Finance Director to move the City forward.

5.7 CITY MANAGER'S REPORT

In response to Mayor Royce, City Manager Gibbs stated the City had engaged a retired City Clerk to assist with bringing City Council minutes current over the coming months. She stated completed minutes would be presented to the City Council for approval as they become available.

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City Manager Gibbs also clarified that an error had occurred regarding the utility billing grace period. She stated two utility bills had been issued in March and that the City Council had previously approved a three-month grace period. She clarified that the grace period would expire at the end of June.

In response to comments from the City Treasurer, City Manager Gibbs confirmed they had recently met and agreed that the Treasurer's Report would be presented at the second City Council meeting of each month. She stated future agendas would reflect that schedule.

City Manager Gibbs announced a Utility Assistance Clinic to be held on May 20 from 9:00 a.m. to 2:00 p.m. in the Council Chambers for residents seeking financial assistance with utility bills. She also announced that the Fifth District County Supervisor's Office would be hosting a free produce distribution on May 14 beginning at 9:30 a.m. and encouraged residents to register in advance, if possible, to assist with planning.

City Manager Gibbs introduced Acting Police Captain Smith to provide an update on the City's new false alarm management program.

Acting Police Captain Smith discussed implementation of the City's new false alarm management program through PMAM. He stated the system had gone live that day following staff training and was currently in a soft launch to ensure proper functionality. He stated alarm permits were once again being accepted and that a public portal would be available through the City's website. He also discussed community outreach efforts, including public education regarding alarm permits and false alarm fees, and explained that the Police and Fire Departments would utilize the system to administer the program.

In response to Mayor Royce, Acting Police Captain Smith stated the permit fee cycle would reset every three years based on the anniversary of the permit. He also discussed permit requirements, circumstances under which false alarm fees would apply, and reporting capabilities available through the PMAM system.

Council Member Miller commended Acting Police Captain Smith and staff on implementation of the program and stated he was pleased to see it moving forward.

City Manager Gibbs reminded the public of the upcoming Workout Plan to Sustainability Workshop scheduled for May 14 at 4:00 p.m. She encouraged residents to attend in person or participate remotely and stated the workshop would provide an overview of the City's current financial condition.

5.8 CITY ATTORNEY'S REPORT

Phaedra Norton, Assistant City Attorney, read portions of the Rules of Decorum and Procedural Guidelines for the City of Banning.

6. CONSENT ITEMS

6.1 Consideration and Approval of the meeting minutes of the February 22, 2025 Special City City Council meeting (Workshop).
Recommendation: Approve the meeting minutes of the February 22, 2025 Special City Council meeting (Workshop).

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

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6.3 Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize a 90% Reduction in the Improvements Bonds and Exoneration of Monumentation Bonds
Recommendation: City Council accept as complete various improvements related to the Atwell Specific Plan Development and authorize a 90% reduction in the improvements bonds and exoneration of Monumentation Bonds.

6.4 Parks and Recreation of Monthly Activities through the 3rd Quarter of Fiscal Year 2025/2026 – March 2026
Recommendation: Receive and file.

6.5 Consideration of Resolution 2026-15, Approving and Adopting the City of Banning Electric Utility's Electric System Master Plan
Recommendation: Adopt Resolution 2026-15.

6.6 Consideration of Resolution 2026-73, Amendment to the Professional Services Agreement with Rogers, Anderson, Malody & Scott LLP (RAMS) Providing Oversight Accounting Services and Staff Augmentation to the City's Finance Department
Recommendation: Adopt Resolution 2026-73.

Frank Connolly addressed Item 6.6. and questioned when the Finance Department would no longer need consultants.

In response to Mayor Royce, City Manager Gibbs stated she was very cognizant of not spending more than was necessary and also announced that two critical positions in the Finance Department were just recently filled. She stated the City's books were still in bad shape and the consultants were working to bring those up to date. She explained the tasks RAMS was helping with and stated she hoped the staff augmentation would not be needed by end of summer.

MOTION
Council Member Wallace moved and Council Member Miller seconded a motion to approve the agenda. The motion carried unanimously.

RECESS
At 6:05 p.m., the City Council recessed. The meeting reconvened at 6:23 p.m. with all Council Members present.

7. PUBLIC HEARINGS

None.

8. REPORTS OF OFFICERS

9. DISCUSSION ITEMS

9.1 Consideration of a Fee Waiver Request Not-to-Exceed $12,960 for Stagecoach Days Associations Barrels, Brews, and Bites Event Scheduled for May 15-16, 2026
Recommendation: Approve the Fee Waiver of no more than $12,960.

Ralph Wright, Parks and Recreation Director, presented the staff report. He stated the requested fee waiver pertained to the cost of required Police Department staffing for the event. He explained that although police presence had traditionally been required for events serving alcohol, the City had recently adopted a Master Fee Schedule requiring event organizers to reimburse those costs. He stated this was the first event subject to the new fee and that the Stagecoach Days Association

had requested a waiver because the additional expense had not been anticipated. He noted the City's fee waiver policy required City Council approval.

In response to Council Member Miller, Mr. Wright stated the Stagecoach Days Association submitted its fee waiver request approximately one week earlier after learning of the new fees. He explained the fees were included in the updated application materials but had only recently taken effect under the newly adopted Master Fee Schedule.

Amy Pippinger, representing the Stagecoach Days Association, stated the organization was notified of the new fees approximately two weeks earlier and had not budgeted for the additional expense. She explained the Association already contracted private security and was unaware that Police Department staffing would also be required, resulting in an unexpected increase in event costs.

MOTION
Mayor Pro Tem Barrington moved and Mayor Royce seconded a motion to approve the fee waiver. The motion carried unanimously.

9.2 Consideration of Resolution 2026-44, Reprogramming Approved Community Development Block Grant (CDBG) Funds in the Amount of $43,144 from FY 2024-25 – Banning Senior Center ADA Improvement Project to CDBG FY 2025-26 – Banning Senior Center ADA Improvement Project #2 ($148,144)
Recommendation: Adopt Resolution 2026-44

Robert Wright, Parks and Recreation Director, presented the staff report. He reviewed the history of the item, noting that it had been continued from the April meeting to allow staff to explore potential funding opportunities for the Senior Center through the Riverside County Supervisor's Office. He stated County staff were evaluating available funding sources and believed they may be able to provide partial assistance, although sufficient funding to complete the project had not yet been identified.

Mr. Wright explained that County staff had identified three options for the remaining Community Development Block Grant (CDBG) funds: extend the existing project for one year, reprogram the funds to the Senior Center roof replacement project, or cancel the current Dysart Park project and reserve the funding for a future Dysart Park application following approval of the County's updated funding plan. Staff recommended reprogramming the funds to the Senior Center project while preserving the opportunity to seek future funding for Dysart Park improvements. He also noted a correction to the proposed resolution regarding the funding amount. Mr. Wright also noted a correction to the proposed resolution, stating that the funding amounts should be listed as $43,144 and a total of $141,828 in the final parenthetical reference.

Council Members discussed the proposed reprogramming of the CDBG funds, the timing of future funding cycles, and the availability of additional grant opportunities. Questions were raised regarding the original scope of the Dysart Park project, including whether the approved funding had been intended solely for replacement of the bleachers or for a broader scope of improvements.

Council Member Flynn requested that staff provide the original CDBG application and supporting documentation for Council review. City Manager Gibbs stated the information would be provided when the future application was brought forward.

Council Members also discussed the relationship between the Senior Center project and future Dysart Park improvements. Mr. Wright clarified that the proposed action would not eliminate future funding opportunities for Dysart Park but would require submission of a new application during a future funding cycle. He also noted that additional CDBG funds may become available for reprogramming upon completion of the Lions Park project.

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Frank Connolly stated he believed the original intent of the Dysart Park funding had been to purchase bleachers and encouraged the City to clarify the original project scope. He also encouraged the City to continue pursuing additional County funding for the Senior Center project.

Edward Espinosa questioned why repairs to the Senior Center roof had not been completed years earlier and expressed concern regarding costs associated with the Dysart Park project. He encouraged the City to prioritize needed facility improvements.

Mayor Royce stated he believed staff's recommended option to reprogram the funds to the Senior Center project while reserving future funding opportunities for Dysart Park was the most appropriate course of action. Mr. Wright agreed and stated the recommended action included adoption of the reprogramming resolution and authorization to submit the required request to reserve funding for a future Dysart Park project.

MOTION
Council Member Wallace moved and Council Member Miller seconded a motion to adopt Resolution 2026-44, as amended. The motion carried unanimously.

9.3 Make a Determination of Exemption Under the California Environmental Quality Act and Consideration of Resolution 2026-69, Establishing Fiscal Year 2026/2027 Rates for Residential and Commercial Garbage, Recyclable, and Organic Waste Collection
Recommendation: Adopt Resolution 2026-69

Art Vela, Public Works Director, presented the staff report. He provided background on the City's solid waste franchise agreement with Waste Management, which was approved in 2021 to ensure compliance with state solid waste requirements. He stated the City subsequently completed Proposition 218 proceedings to establish and update the associated rate structure. He explained that, under the franchise agreement, annual rate adjustments are authorized through July 1, 2027, based on a prescribed methodology. Mr. Vela reviewed the methodology used to calculate the proposed Fiscal Year 2026-27 rate adjustment, including Consumer Price Index (CPI) increases, adjustments related to Senate Bill 1383 implementation, and disposal, recycling, and organic waste processing costs. He stated the proposed monthly residential rate would increase from $31.62 to $32.64 and noted that Banning's rates remain generally comparable to neighboring communities. He stated the proposed resolution would maintain compliance with the franchise agreement, applicable state regulations, and existing service levels.

In response to Mayor Pro Tem Barrington, Mr. Vela discussed rate calculations for customers with additional refuse containers and referred to the rate schedule included in the agenda packet.

Mayor Pro Tem Barrington and Mayor Royce expressed concerns regarding Waste Management's enforcement of overfilled container requirements and notices issued when container lids remain open. They questioned whether the current enforcement approach was overly restrictive and discussed situations in which wind may cause container lids to open or containers to tip over.

Representatives of Waste Management explained that closed container lids are required for safety during collection operations and to comply with state regulations, including Senate Bill 1383 contamination and diversion requirements. They stated overloaded containers can create safety hazards, increase litter, and affect compliance with CalRecycle's diversion goals. Waste Management representatives also discussed proper use of color-coded containers and noted that previous delays in container availability had primarily occurred during the COVID-19 pandemic.

Frank Connolly expressed concerns regarding solid waste service and costs for homeowners associations. He requested additional community refuse containers, questioned charges for unused containers, and requested additional information regarding applicable state requirements.

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Edward Espinosa expressed concerns regarding wind conditions affecting refuse containers, cleanup of refuse that escapes from containers, and the availability of replacement color-coded containers.

Laura Leindecker stated Waste Management had been responsive in resolving the few service issues she had experienced and expressed support for the company's customer service.

The City Council continued its discussion regarding container requirements, collection practices, and implementation of the franchise agreement with Waste Management.

MOTION
Council Member Flynn moved and Council Member Miller seconded a motion to adopt Resolution 2026-69. The motion carried unanimously.

9.4 Make a Determination of Exemption Under the California Environmental Quality Act and Consideration of Resolution 2026-70, Receiving a Report in Connection with the Proposed Collection on the 2026-27 Riverside County Property Tax Roll of Delinquent Solid Waste Service Charges for Single-Family and Multi-Family Accounts for Calendar Year 2025, Setting a Public Hearing on the Report
Recommendation: Adopt Resolution 2026-70

Art Vela, Public Works Director, presented the staff report. He stated the item was a continuation of the previous discussion and represented an annual process required under the City's franchise agreement. He explained that when the franchise agreement was approved, the City negotiated the ability to place delinquent residential solid waste accounts on the County tax roll. He stated that after an account became 90 days delinquent, notices were mailed to both tenants and property owners, where applicable. He reported that there were currently 968 delinquent accounts totaling $360,135, including service charges, late fees, and the 10 percent tax roll administrative fee. He stated a public hearing was required before the delinquent accounts could be placed on the tax roll and noted that the hearing was scheduled for June 23, 2026. He further explained that property owners would have approximately one month following the public hearing to pay outstanding balances before the accounts were submitted to the County for placement on the tax roll.

In response to Mayor Royce, Mr. Vela explained there had been clerical errors in the original calculations and confirmed that the revised figures presented to the City Council were accurate.

In response to Council Member Miller, Mr. Vela clarified that the report pertained only to residential accounts and stated that delinquent commercial accounts were written off rather than placed on the tax roll.

In response to Mayor Pro Tem Barrington, Mr. Vela explained that, if approved following the public hearing, staff would transmit the resolution and delinquent account list to the County for placement on the tax roll.

Frank Connolly suggested the City consider a similar process for delinquent water and electric utility accounts.

MOTION
Council Member Flynn moved and Council Member Wallace seconded a motion to adopt Resolution 2026-70. The motion carried unanimously.

9.5 Lamar Billboard – Agreement Overview and Selection of City Advertisement Rendering
Recommendation: Receive and file the overview of the Lamar billboard Agreement and provide staff with direction by selecting a preferred advertisement rendering (Attachment A, B, or C) for

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display on the City of Banning Lamar billboard. Additionally, provide any desired feedback or modifications to the selected design. Upon City Council selection, staff will: 1) finalize the selected design incorporating any Council feedback; 2) coordinate with Lamar Advertising for production and installation; and 3) schedule the advertisement update in accordance with the agreement's annual no-cost change provision.

Marisol Lopez, Economic Development Manager, presented the staff report. She stated the City obtained exclusive rights to the billboard through a land use agreement in 2021, allowing the City continuous use of the billboard for economic development and tourism promotion. She reviewed the benefits of the agreement and stated the Economic Development Committee had previously met to discuss updated branding concepts and billboard designs. She then presented the proposed billboard design options for City Council consideration.

The City Council discussed the proposed billboard designs and provided feedback regarding various design elements and branding concepts.

Frank Connolly stated the proposed designs were too simple and did not effectively promote the City. He expressed concern that the branding did not adequately reflect Banning's identity and discussed elements of each design. He stated he preferred Design E.

Edward Espinosa stated he preferred Design A and suggested incorporating a stagecoach or another element reflecting Banning's history.

Mayor Royce stated he agreed with Mr. Espinosa's comments. He stated he preferred Designs A and E, but favored Design A with modifications.

Mayor Pro Tem Barrington stated she preferred Design E with modifications and suggested replacing the houses with mountains.

Council Member Flynn discussed the proposed designs and stated she supported Design A.

Council Member Miller stated he preferred Design A.

Following additional discussion, the City Council provided direction to incorporate the suggested modifications into the preferred billboard design.

MOTION
In response to City Manager Gibbs, Mayor Royce moved to table this item. Mayor Pro Tem Barrington seconded the motion. The motion carried 4-1, Council Member Flynn dissenting.

9.6 Discussion and Direction to Staff on a Draft Social Media Policy
Recommendation: Discuss the draft social media policy as presented and provide direction to staff on any changes to the policy.

Elizabeth Gibbs, City Manager, presented the staff report and reviewed the proposed Social Media Policy.

Council Member Flynn stated she supported adopting a social media policy but expressed concern that portions of the proposed policy were overly broad and could affect free speech rights.

In response to Council Member Flynn, Assistant City Attorney Norton stated staff would evaluate comments under the proposed policy using a reasonable person standard to determine whether content was defamatory, slanderous, or otherwise violated the policy, and would take appropriate action when warranted. She stated the policy was intended to ensure compliance with the Brown Act.

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In response to Mayor Royce, Assistant City Attorney Norton stated staff could revise the proposed language to provide additional clarity.

Edward Espinosa commented on the Brown Act and its relationship to social media. He suggested disabling comments on the City's social media platforms to avoid potential legal issues. He also expressed concern that former City Council members continued to display the City's logo and official titles on their personal social media accounts.

The City Council discussed the City's social media presence, including promoting a positive image of the community, limiting social media to informational posts, and the potential use of disabled comments. Council Members also discussed alternative methods for residents to communicate with elected officials, including attending public meetings and contacting Council Members directly.

Assistant City Attorney Norton stated disabling comments could expose the City to potential First Amendment liability because restricting public viewpoints on a government social media page may constitute impermissible viewpoint discrimination.

In response to Council Member Miller, City Manager Gibbs recommended that the item be continued to a future workshop to allow staff and the City Attorney's Office to conduct additional research and address the questions raised by the City Council. By consensus, the City Council directed staff to return the item at a future workshop.

10. ITEMS FOR FUTURE AGENDAS

11.1 NEW ITEMS

1. Rename the Arthur Welch Community Center back to the National Guard Armory (Flynn) April 2026
2. Smoke Shop Moratorium (Miller) April 2026

11.2 EXISTING ITEMS

1. Emergency Preparedness (Barrington) January 2025
2. Streamline Procurement Policy (Flynn) August 2025
3. Sales Tax Agreement Update with Diamond Chevrolet (Flynn) December 2025
4. Cannabis Warehouse Moratorium (New Facilities Only) (Barrington) December 2025
5. Continue Food Truck Festival (Barrington) January 2026
6. Maintenance and replacement of street signs. (Flynn) March 2026

Council Member Wallace asked for a future item to review of the Municipal Code regarding code enforcement related to trees.

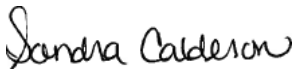
Council Member Miller requested an item to review the Fee Schedule, specifically related to special events.

11. ADJOURNMENT

MOTION
Council Member Wallace motioned to adjourn, seconded by Council Member Miller. The motion carried unanimously.

The meeting adjourned at 8:29 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/316?view_id=1&redirect=true

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MINUTES

CITY COUNCIL – SPECIAL MEETING (WORKSHOP)

MAY 14, 2026

1. CALL TO ORDER – 4:00 p.m.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Phaedra Norton, Assistant City Attorney
Elizabeth Gibbs, City Manager
Art Vela, Public Works Director
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS

Susan Savalinin stated workforce development was missing from the proposed plan. She stated the City should diversify its economic development efforts rather than focus on a single industry. She also suggested increased traffic enforcement as a potential source of additional revenue for the City.

3. WORKSHOP

3.1 Banning's Workout Plan to Sustainability

Recommendation:

(1) Formally acknowledge the financial status update presented in this report; and
(2) Provide direction to staff on the revenue and expenditure options outlined in Milestone 5; and
(3) Direct staff to return in June with a proposed budget for the City's next fiscal year (July 2026 through June 2027), incorporating Council guidance from this workshop.

Elizabeth Gibbs, City Manager, presented the staff report regarding the City's financial outlook. She stated the City was facing significant financial challenges and that staff would present the current fiscal condition, factors contributing to the situation, and potential strategies for recovery. She stated the presentation would include an overview of projected finances and that staff would seek City Council direction regarding future budget development. Ms. Gibbs introduced Jim Morris, financial forecast consultant. She explained that the forecast began with a baseline scenario reflecting the City's current financial trajectory absent corrective action and stated the baseline forecast indicated significant fiscal concerns.

Jim Morris, Urban Futures, financial advisor to the City of Banning, presented the fiscal outlook and discussed the forecasting methodology used in the analysis. He stated the forecast was based on the City's ten-year financial history, regional economic data, and revenue and expenditure trends. He

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noted that long-range forecasts are inherently conservative due to the uncertainty associated with future economic conditions.

Mr. Morris explained that the baseline forecast assumes current spending and revenue patterns continue over a ten-year period and serves as a starting point for evaluating future policy decisions. He stated that City Council direction would be incorporated into future scenario forecasts for comparison against the baseline.

Mr. Morris reviewed the baseline financial projections and discussed the City's structural deficit, noting that expenditures have exceeded revenues for several years and that fund balance levels have declined. He stated the City would need to identify opportunities to close the gap between revenues and expenditures and indicated that potential solutions would be discussed later in the presentation.

In response to Council Member Flynn, Mr. Morris stated that the forecast included General Fund expenditures such as salaries, operating costs, and debt service obligations, but did not include enterprise funds.

In response to Council Member Wallace, Mr. Morris discussed the City's CalPERS obligations and stated the City's retirement system was relatively well funded compared to many other jurisdictions.

In response to a member of the public, Mr. Morris discussed previous clients that had faced similar fiscal challenges. He stated that earlier identification of structural financial issues provides greater flexibility in addressing them and noted that timely decision-making would be important moving forward. He stated the City had viable options available to address the projected deficit and discussed examples of how financial forecasting tools can be used to evaluate policy decisions and achieve long-term fiscal stability.

Mike Bush, financial consultant for the City, discussed his experience assisting other agencies through fiscal recovery efforts. He stated that addressing structural deficits often requires evaluating workforce levels, revenue opportunities, and service delivery models. He noted that when fiscal gaps are significant, incremental reductions alone may not be sufficient and broader operational adjustments may need to be considered. He emphasized the importance of providing the City Council with sufficient time and information to make informed policy decisions. He stated he generally did not support across-the-board reductions, as such cuts can disproportionately affect departmental operations, and noted that implementation of fiscal solutions often requires a targeted approach. He stated some decisions would be relatively straightforward while others would be more difficult.

Ms. Gibbs discussed the City's decision to conduct an open and transparent process regarding its fiscal challenges. She stated that City services belong to the residents and that public involvement was an important component of the process. She reviewed the recently adopted Strategic Plan, Banning 2030, and specifically Initiative 4A, "Banning's Workout Plan to Fiscal Sustainability."

Ms. Gibbs outlined the five milestones of the initiative, including: (1) completing the City's financial records for Fiscal Year 2024-25 to establish an accurate financial position; (2) reconciling Fiscal Year 2025-26 activity and developing year-end estimates; (3) updating and adopting Fiscal Management Policies; (4) completing a ten-year fiscal forecast and establishing budget guidance; and (5) evaluating options to eliminate structural deficits and restore fund balances. She discussed each milestone and the City’s budget and financial situation in greater detail.

Sue Savage, Banning's elected City Treasurer, stated she had previously warned City officials that current spending levels were not sustainable. She stated that shortly after raising those concerns,

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she lost access to her office and was limited in her ability to communicate with the public regarding financial matters. She questioned whether her concerns had been inaccurate or simply unwelcome. She stated the City continued to face significant fiscal challenges and questioned whether the Council was prepared to take the actions necessary to address them. She acknowledged recent efforts to reduce spending but stated expenditures continued to exceed revenues. She also stated the City Treasurer's Office could assist with investment strategies and other financial tools, provided there was a willingness to collaborate.

Frank Connolly stated that policies were already in place to address many of the City's financial issues but had not been consistently followed by previous staff. He emphasized the importance of adhering to adopted policies and stated that policies should be meaningfully implemented if they are to be effective.

Mayor Royce thanked both speakers for their comments and stated he agreed with their observations. He stated he looked forward to the Council taking the matter seriously and adhering to the adopted budget in the upcoming fiscal year.

Ms. Gibbs discussed the City's two primary fiscal challenges: restoring depleted fund balances and addressing the ongoing structural deficit. She stated that both issues required action but would require different solutions.

Ms. Gibbs reviewed potential one-time funding sources available to restore fund balance, including the sale of surplus City-owned properties, potential revenues associated with the Sunset Crossroads development agreement, and options related to existing utility lease agreements. She noted that one-time revenues could be used to stabilize reserves but would not address ongoing operating deficits.

She then discussed potential long-term solutions to address the structural deficit, including a local sales tax measure, economic development initiatives, and continued growth of the City's commercial and industrial tax base. She reviewed timelines and requirements associated with a potential sales tax measure and discussed efforts to promote economic development, including opportunities at the Banning Municipal Airport.

Ms. Gibbs outlined a proposed three-phase approach consisting of: (1) stabilization through expenditure reductions, accounting improvements, and restoration of financial controls; (2) structural alignment of ongoing revenues and expenditures through forecasting and fiscal discipline; and (3) long-term sustainability through economic development, restoration of reserves, and potential voter-approved revenue measures.

Ms. Gibbs stated the City already operates with limited service levels and that expenditure reductions alone would not be sufficient to eliminate the structural deficit. She also discussed municipal bankruptcy, explaining why staff did not believe it was an appropriate solution for the City's circumstances.

Ms. Gibbs concluded by outlining next steps, including finalization of the proposed budget, implementation of updated fiscal management policies, evaluation of service reductions, and initiation of community outreach related to potential future revenue measures. She reiterated the actions being requested of the City Council as part of the workshop.

In response to Council Member Miller, Art Vela, Public Works Director, discussed the five City-owned properties that could potentially be declared surplus and sold.

In response to Mayor Royce, Mr. Vela stated staff could evaluate the financial implications of leasing the properties versus selling them outright.

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In response to Council Member Wallace, Mr. Vela stated staff could explore opportunities to connect business owners with developers interested in investing in Banning.

In response to Council Member Flynn, Ms. Gibbs stated it would likely take approximately one year from groundbreaking to opening of a Sam's Club at the Sunset Crossroads shopping center, after which sales tax revenues would begin to be received. She stated an additional year or more would likely be required for planning, entitlement, and approval processes prior to construction.

In response to a public speaker, Mr. Vela discussed a recent condominium development and stated the project would generate ongoing property tax revenues but limited recurring revenues beyond that. He stated one-time revenues associated with the project would primarily consist of development and permit fees.

In response to Council Member Flynn, Mr. Vela stated he was uncertain why City-owned properties had not been declared surplus and sold in the past. He stated it was his understanding that one reason was to maintain control over future development of the properties and noted that would be an important consideration moving forward.

In response to Mayor Royce, Mr. Vela stated the properties had not been actively marketed for sale, with the exception of 150 Ramsey Street.

Mayor Pro Tem Barrington stated that the last City-owned property sold by the City was sold below its appraised value.

Council Members expressed general consensus in support of exploring a potential sales tax measure for the November 2027 ballot and evaluating City-owned properties for potential sale.

In response to questions from the City Council, Mr. Bush discussed the advantages and disadvantages of leasing versus selling City-owned property. He stated that developers often prefer to purchase property outright rather than lease it, particularly when substantial capital improvements are required. He noted that developers may offer less than market value when significant site improvements are necessary, but that long-term sales tax revenues generated by development may offset any reduction in the initial sale price. He also stated that some available parcels may need to be assembled with adjacent properties to support larger development projects and encouraged the City Council to maintain realistic expectations regarding development opportunities.

Council Member Flynn stated she agreed with Mayor Pro Tem Barrington that undeveloped City-owned properties should be sold rather than leased. She also stated that development-related conditions could potentially be included as part of the sale process.

In response to City Manager Gibbs, Mayor Royce stated he did not believe accelerating utility lease payments was in the City's best interest at this time. Following additional discussion and clarification from staff, the City Council expressed interest in further analyzing the option.

Council Member Flynn discussed the City's utility system and stated the City should consider evaluating the potential sale of utility assets to Southern California Edison.

In response to City Manager Gibbs, Council Members expressed interest in exploring the use of Community Facilities Districts in connection with future development projects.

The City Council discussed personnel costs, service levels, and potential expenditure reductions.

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Mayor Royce stated the City should conduct a comprehensive review of departmental structures, staffing levels, operating expenses, and service delivery. He emphasized the importance of prioritizing core governmental functions and basic services before enhanced services.

Council Member Flynn acknowledged that reductions to enhanced services would be difficult but stated temporary reductions may need to be considered as part of the City's fiscal recovery efforts.

Mayor Pro Tem Barrington and Council Member Wallace requested additional information regarding the costs associated with enhanced services before making decisions regarding potential reductions.

Council Member Wallace expressed concern regarding the impact service reductions could have on staffing levels and public safety operations.

Mayor Pro Tem Barrington stated the Council should rely on recommendations from department directors regarding staffing and service levels, noting that reductions should be carefully evaluated to avoid unintended operational impacts.

Mayor Royce discussed additional cost-saving measures that could be explored, including temporary furloughs, contract and benefit negotiations, and other personnel-related adjustments. He stated the City was currently in a period of fiscal triage and would need to focus on achieving alignment between revenues and expenditures.

Mayor Pro Tem Barrington suggested that programs could be designed to be cost-neutral versus cut completely.

Council Member Miller suggested that the City look into in-kind services as a potential place to cut costs or increase revenue.

4. ADJOURNMENT

MOTION

Council Member Wallace motioned to adjourn, seconded by Council Member Miller.

The question was called and the motion carried unanimously.

The meeting adjourned at 6:08 p.m.

Minutes prepared by:

Sandra Calderon

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:

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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:	**August 25, 2026**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of June and July 2026**

STAFF RECOMMENDATION:

Receive and file

BACKGROUND:

City Council has requested CalFire's Riverside County Division, which provides fire protection services in the City of Banning, 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
2. jurisreport_banning.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Robert Fish

Fire Chief

6/1/2026 to 6/30/2026

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
	6
False Alarm	21
Medical	375
Other Fire	5
Other Misc	4
Public Service Assist	15
Res Fire	3
Ringing Alarm	2
Standby	6
Traffic Collision	17
Vehicle Fire	1
Wildland Fire	5
Incident Total	**460**

Average Enroute to On-Scene Time

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

<5 Minutes: 238

+5 Minutes: 77

+10 Minutes: 8

+20 Minutes: 1

Average Min: 4.47

% 0 to 5 Min: 73.46

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	161
Total:	**161**

Mutual Aid Given

Engine	202
Total:	**202**

Mutual Aid Received

Breathing Support	2
Brush	9
Chief	12
Engine	330
MRF	36
Nurse	20
Patrol	11
PIO	2
Squad	36
Truck/Quint	13
Total:	**471**

Truck Report

Q106 recorded 13 responses in City of Banning from 6/1/2026 1:40:09 PM to 6/30/2026 1:40:09 PM

Significant Incidents

26CARRU092674

6/8/2026 2:30:00PM

CALFIRE/Riverside County Fire Department responded to a reported structure fire at the address listed above. The first arriving engine reported a single-story structure with heavy volume of fire coming from the rear of the structure. Crews deployed hose lines and were able to keep fire contained to an attached rear garage. During the primary search of the structure Firefighters were able to rescue 4 dogs and 4 cats. Red Cross has made contact with the family. No Civilians or Firefighters were injured during the operation.

26CARRU100195

6/21/2026 4:38:00PM

CAL FIRE / Riverside County Fire Department responded to reports of a residential structure fire at the above address. The first arriving company officer reported a single-story residential structure fully involved with fire. Firefighters contained the fire to the building of origin. One firefighter with minor injuries was transported to a local hospital for evaluation. One resident was transported to a local hospital with minor injuries. Seven persons were displaced as a result of the fire. Red Cross was contacted and will be providing assistance. Firefighters will remain on scene for overhaul.

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Robert Fish

Fire Chief

7/1/2026 to 7/31/2026

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
Com Fire	1
False Alarm	38
Medical	411
Other Fire	11
Other Misc	3
Public Service Assist	21
Ringing Alarm	2
Standby	2
Traffic Collision	12
Vehicle Fire	2
Wildland Fire	10
Incident Total	**513**

Average Enroute to On-Scene Time

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

<5 Minutes



+5 Minutes



+10 Minutes



+20 Minutes



Average Min



% 0 to 5 Min



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	179
Total:	**179**

Mutual Aid Given

Engine	241
Total:	**241**

Mutual Aid Received

	1
Breathing Support	1
Brush	16
Chief	9
Crew	2
Dozer	3
Engine	377
MRF	38
Nurse	19
Patrol	8
PIO	7
Squad	33
Truck/Quint	16
Water Tender	2
Total:	**532**

Truck Report

Q106 recorded 16 responses in City of Banning from 7/1/2026 1:40:10 PM to 7/31/2026 1:40:10 PM

Significant Incidents

26CARRU122212

7/29/2026 3:12:00PM

CAL FIRE/Riverside County Fire Department units responded to reports of a commercial structure fire at the above location. The first arriving unit arrived on scene to find an abandoned building with smoke coming from the roof and openings of the building. Quick action of firefighters limited the spread of the fire to a pile of trash and debris inside the building. The building has previously been involved in fire so further damage to the structure was minimal. There were no reported injuries to civilians or firefighters. Firefighters remained at scene for an additional hour and a half for overhaul.

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:	**August 25, 2026**
SUBJECT:	**Receive and File Code Enforcement Statistics for the Month of June & July 2026**

STAFF 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. Code Stats June 2026.pdf
2. July Code Stats 2026.pdf

BANNING POLICE DEPARTMENT
JUNE, 2026

Code Enforcement	Jun-26	Jun-25	% CHGE	YTD-26	YTD-25	% CHGE
New Cases Opened	55	94	-41%	504	254	98%
Total Cases Open (Active)	242	408	-41%	1502	2398	-37%
Notice of Violations Issued	201	210	-4%	1432	701	104%
Violations Resolved	181	150	21%	1419	703	102%
Citations Issued	32	0	3200%	188	37	408%
Inspections Completed	145	206	-30%	1336	683	96%
Collected Fee's (Citations)	$ 3,745.00	$ 295.00	1169%	$ 17,240.00	$ 2,241.67	669%
Red Tagged Properties	2	0	200%	11	15	-27%
AVA Program Vehicles Abated	0	0	0%	4	0	400%
Weed Abatement Cost Recovery	$ 5,264.95	$ -	526495%	$ 28,951.35	$ 90,935.03	-68%
72 Hour Parking (NOV) CVC 22651 K	15	27	-44%	96	30	220%
Unhoused Encampments Tagged (PC602)	15	6	150%	106	9	1078%
Calls For Service	151	1	15000%	1101	6	18250%

BANNING POLICE DEPARTMENT
JULY, 2026

Code Enforcement	Jul-26	Jul-25	% CHGE	YTD-26	YTD-25	% CHGE
New Cases Opened	41	140	-71%	545	394	38%
Total Cases Open (Active)	243	356	-32%	1745	2754	-37%
Notice of Violations Issued	140	476	-71%	1572	1177	34%
Violations Resolved	209	300	-30%	1628	1003	62%
Citations Issued	54	12	350%	242	49	394%
Inspections Completed	175	432	-59%	1511	1115	36%
Collected Fee's (Citations)	$ -	$ 20.00	-100%	$ 17,240.00	$ 2,261.67	662%
Red Tagged Properties	1	1	0%	12	16	-25%
AVA Program Vehicles Abated	1	0	100%	5	0	500%
Weed Abatement Cost Recovery	$ -	$ -	0%	$ 28,951.35	$ 90,935.03	-68%
72 Hour Parking (NOV) CVC 22651 K	3	63	-95%	99	93	6%
Unhoused Encampments Tagged (PC602)	12	23	-48%	118	32	269%
Calls For Service	185	79	134%	1135	84	1251%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vincent Avila, Chief of Police**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Receive and File Police Department Statistics for the Month of June & July 2026**

STAFF 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. Group A Offense Stats 2026 June.pdf
2. Police Stats June 2026.pdf
3. Group A Offense Stats 2026 July.pdf
4. Police Stats July 2026.pdf

Group A Offense Report

Beginning Date: 06/01/2026 **Ending Date: 06/30/2026**

Agency: BANNING PD

Offense	Reported in 2026	Reported in 2025	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	1	0	NA	1	100.00%	4.17%	3.13
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	1	0.00%	0	0.00%	4.17%	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	6	9	-33.33%	4	66.67%	25.00%	18.75
Simple Assault	14	14	0.00%	7	50.00%	58.33%	43.75
Intimidation	1	1	0.00%	1	100.00%	4.17%	3.13
Kidnapping/Abduction	1	1	0.00%	0	0.00%	4.17%	3.13
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**24**	**26**	**-7.69%**	**13**	**54.17%**	**29.63%**	**75**
Robbery	1	3	-66.67%	0	0.00%	3.70%	3.13
Burglary/Breaking & Entering	2	1	100.00%	1	50.00%	7.41%	6.25
Larceny/Theft Offenses	11	9	22.22%	1	9.09%	40.74%	34.38
Motor Vehicle Theft	2	9	-77.78%	0	0.00%	7.41%	6.25
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	7	8	-12.50%	3	42.86%	25.93%	21.88
Counterfeiting/Forgery	1	1	0.00%	0	0.00%	3.70%	3.13
Fraud Offense	3	1	200.00%	1	33.33%	11.11%	9.38
Embezzlement	0	0	NA	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	**27**	**32**	**-15.63%**	**6**	**22.22%**	**33.33%**	**84.38**
Drug/Narcotic Violations	13	4	225.00%	13	100.00%	43.33%	40.63
Drug Equipment Violations	14	6	133.33%	14	100.00%	46.67%	43.75
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	3	1	200.00%	3	100.00%	10.00%	9.38
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**30**	**11**	**172.73%**	**30**	**100%**	**37.04%**	**93.75**
Total Group "A" Offenses	**81**	**69**	**17.39%**	**49**	**60.49%**	**100%**	**253.13**

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

* Adjusted population base: 32,000

BANNING POLICE DEPARTMENT
JUNE, 2026

CRIME	Jun-26	Jun-25	% CHGE	YTD-26	YTD-25	% CHGE
PART 1 CRIMES						
Homicide	1	1	0%	1	4	-75%
Rape	1	1	0%	3	3	0%
Robbery	1	3	-67%	7	6	17%
Assaults Agg/Simp	20	18	11%	91	84	8%
Burglary	2	7	-71%	5	45	-89%
Vehicle Theft	2	2	0%	28	27	4%
Larceny	11	12	-8%	94	68	38%
OTHER						
Narcotics	13	10	30%	54	48	13%
DUI	4	5	-20%	16	13	23%
T/C Non-Injury	10	6	67%	119	48	148%
T/C Injury	6	0	600%	17	21	-19%
T/C Fatal	0	0	0%	1	0	100%
Transient Calls	121	159	-24%	803	791	2%
Unattended Death	4	8	-50%	30	43	-30%
246PC	2	0	200%	6	11	-45%
Citations	144	98	47%	757	380	99%
Total Incidents	3148	3066	3%	19075	17261	11%

Group A Offense Report

Beginning Date: 07/01/2026 **Ending Date: 07/31/2026**

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%	5.26%	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	5	5	0.00%	2	40.00%	26.32%	15.63
Simple Assault	11	8	37.50%	6	54.55%	57.89%	34.38
Intimidation	1	3	-66.67%	0	0.00%	5.26%	3.13
Kidnapping/Abduction	1	0	NA	1	100.00%	5.26%	3.13
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**19**	**16**	**18.75%**	**9**	**47.37%**	**29.69%**	**59.38**
Robbery	0	0	NA	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	4	3	33.33%	1	25.00%	14.29%	12.50
Larceny/Theft Offenses	11	10	10.00%	4	36.36%	39.29%	34.38
Motor Vehicle Theft	2	11	-81.82%	0	0.00%	7.14%	6.25
Arson	1	0	NA	1	100.00%	3.57%	3.13
Destruction Of Property	10	7	42.86%	2	20.00%	35.71%	31.25
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	0	0	NA	0	0.00%	0.00%	0.00
Embezzlement	0	0	NA	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	2	-100.00%	0	0.00%	0.00%	0.00
Crimes Against Property Total	**28**	**33**	**-15.15%**	**8**	**28.57%**	**43.75%**	**87.5**
Drug/Narcotic Violations	9	1	800.00%	9	100.00%	52.94%	28.13
Drug Equipment Violations	6	2	200.00%	6	100.00%	35.29%	18.75
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	2	0	NA	2	100.00%	11.76%	6.25
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**17**	**3**	**466.67%**	**17**	**100%**	**26.56%**	**53.13**
Total Group "A" Offenses	**64**	**52**	**23.08%**	**34**	**53.13%**	**100%**	**200**

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

* Adjusted population base: 32,000

BANNING POLICE DEPARTMENT
JULY, 2026

CRIME	Jul-26	Jul-25	% CHGE	YTD-26	YTD-25	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	1	4	-75%
Rape	1	1	0%	4	4	0%
Robbery	0	1	-100%	7	7	0%
Assaults Agg/Simp	16	13	23%	107	97	10%
Burglary	4	6	-33%	9	51	-82%
Vehicle Theft	2	6	0%	30	33	-9%
Larceny	11	15	-27%	105	83	27%
OTHER						
Narcotics	3	17	-82%	57	65	-12%
DUI	0	5	-100%	16	18	-11%
T/C Non-Injury	1	3	-67%	120	51	135%
T/C Injury	4	0	400%	21	21	0%
T/C Fatal	1	0	100%	2	0	200%
Transient Calls	127	157	-19%	930	948	-2%
Unattended Death	7	6	17%	37	49	-24%
246PC	0	0	0%	6	11	-45%
Citations	110	132	-17%	867	512	69%
Total Incidents	3268	3375	-3%	22343	20636	8%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vincent Avila, Chief of Police**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Receive and File Animal Control Statistics for the Month of June & July 2026**

STAFF 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. ACO Stats 2026 June.pdf
2. ACO Stats 2026 July.pdf

BANNING POLICE DEPARTMENT
JUNE, 2026

ANIMAL CONTROL	Jun-26	Jun-25	% CHGE	YTD-26	YTD-25	% CHGE
Calls for Service	195	123	59%	859	621	38%
Animals Impounded	38	6	533%	154	15	927%
Animals Euthanized	5	2	150%	20	5	300%
Bite Reports	3	3	0%	17	18	-6%
Citations Issued	2	0	200%	13	0	1300%
Expenses	2664.85	2295.5	16%	14010.8	10335.36	36%
Revenue	732.39	886	-17%	2428.95	5536	-56%

BANNING POLICE DEPARTMENT
JULY, 2026

ANIMAL CONTROL	Jul-26	Jul-25	% CHGE	YTD-26	YTD-25	% CHGE
Calls for Service	161	118	36%	1020	739	38%
Animals Impounded	41	5	720%	195	20	875%
Animals Euthanized	4	2	100%	24	7	243%
Bite Reports	1	5	-80%	18	23	-22%
Citations Issued	4	0	400%	17	0	1700%
Expenses	$ -	$ 738.75	-100%	$ 14,010.80	$ 11,074.11	27%
Revenue	$ 300.00	$ 646.00	-54%	$ 2,728.95	$ 6,182.00	-56%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Approval of City Attorney Invoices for the Month of July 2026**

STAFF RECOMMENDATION:

Approve the attorney invoices for July 2026 as presented in the amount of $124,916.70

BACKGROUND:

Invoices cover legal services provided to the City during July 2026 and are submitted for Council approval.

JUSTIFICATION:

The invoices reflect legal services provided to the City during July 2026. Approval is necessary to ensure timely payment for contracted legal services.

FISCAL IMPACT:

Funds are available within the City's adopted budget for legal services.

ATTACHMENTS:

1. Banning Statements-July 2026_Redacted.pdf

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102320

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$266.00

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102321

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$266.00

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102322

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$266.00

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102323

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$105.00

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102324

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$261.80

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102325

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$1,741.60

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102326

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$16,941.40

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102327

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$30.80

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102328

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$11,085.30

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102329

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$910.00

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102330

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$743.00

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/29/2026: Invoice # 102332

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$90,901.40

74774 Highway 111
Indian Wells, CA 92210
Fed. ID #33-0833010
Telephone 760-322-2275

August 6, 2026

City of Banning
E-MAIL INVOICES

Our file no: [redacted]

Professional services through: 7/31/2026: Invoice # 102331

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$1,398.40

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Parks and Recreation Report of Monthly Activities through the 4th Quarter of Fiscal Year 2025/2026**

STAFF RECOMMENDATION:

Receive and file

BACKGROUND:

To better track the participation levels of parks and recreation program offerings and the facilities usage for parks and recreation programs and services, staff developed a monthly report that is used to compile and present our numbers, help tell our story and allow for easy year over year comparison.
The ten-page report includes parks staff activities, park and facility usage, sports and classes participation, Senior activities, Banning Connect ridership and passes sold, aquatics programming, special events and the last page is a tracking page for trips and activities associated with the Outdoor Equity Program grant. The report is aligned with the fiscal year, July through June of each year and compiled each month.

Staff brings the report to the Council after each quarter of the Fiscal Year. Attached in this item, is the June 2026 report that contains participation information through the end of the 4th quarter of FY 2025-26 and includes participation data for the entire 2025/2026 Fiscal year.

The 4th quarter report shows strong ongoing park and facility usage as well as continued strong participation data throughout all programming areas. The June report also shows the start of our Summer programming with the start of our Summer Day Camp program and the aquatic programming in full swing.

The June report continues to show great participation throughout all programming and services offered in the Senior Center. The daily meal program has grown to offering up to an average of 821 daily meals each month.

The report shows a slight reduction in the total number of incidents of graffiti and a significant increase in the total incidents of vandalism through the Fiscal Year, the impacts on the department and the general public are noticeable. Staff attempts to mitigate the graffiti and repair or remove any hazardous debris from the vandalism as soon as possible. These negative incidents significantly impact our park staff's ability to perform ongoing park's maintenance and the general public's ability to use the park.

TRACKING OF PARK REVENUE AND PARK FEES WAIVED:

During City Council discussions on previous Parks and Recreation Monthly Reports of Activities, it was requested that it would be helpful to include total revenue received on a monthly basis from parks

facilities as well as information on total costs associated with waived fees in park facilities. Beginning in the July 2026 Monthly Report, the department will be including both collected park's revenue and fees waived to increase transparency and increase an understanding of the costs and impacts. These fees will include park and facility rental fees, shelter fees, ballfields and all applicable facility rental fees.

JUSTIFICATION:

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

FISCAL IMPACT:

There is no fiscal impact with this report

ATTACHMENTS:

1. Parks and Recreation MRA - June 2026.pdf

PARK and REC Stats

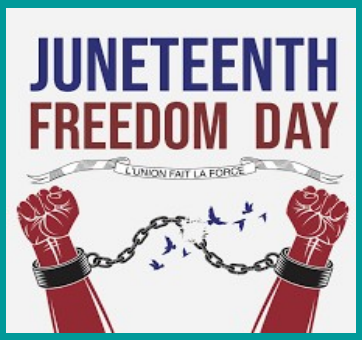
June 2026

*Fiscal Year *
25-26





June is full of dancing, swimming, and celebrating holidays like Juneteenth and Father's Day. We remind ourselves that celebrating with friends is good medicine and days at the pool are what makes summer great.





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

Park Maintenance

Six parks with approximately 58 developed acres maintained

	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
# of trees PLANTED	**0**	0	1	10
# of trees REMOVED	**0**	0	5	2
# of trees TRIMMED	**2**	4	93	44
Service requests completed by Parks	**8**	13	91	122
Vandalism incidents repaired	**11**	11	106	141
Graffiti incidents repaired	**21**	22	215	184

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

Park Usage

Dysart Park



Roosevelt Williams



Repplier Park



Richard Sanchez



Sylvan Park









As the Little League season winds down, it is wonderful to see how Banning Pass Little League works together to provide such an incredible program to the youth in our community.

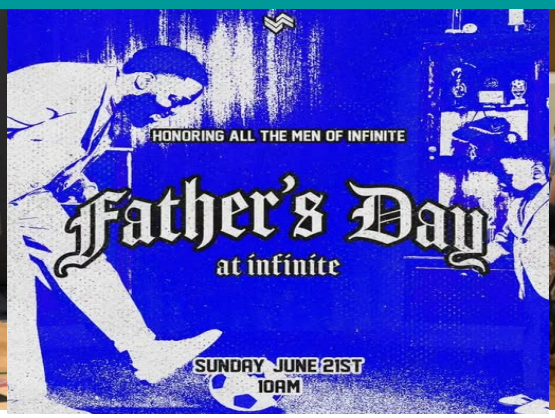
Picnic Area Usage (scheduled) # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Lion's Park	0	0	2	0
Repplier Park	18	27	60	56
Roosevelt Williams Small	1	0	2	1
Roosevelt Williams Large	2	7	16	21
Sylvan Park	22	29	60	67
TOTAL	43	63	140	145

Park/Field Usage # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Dysart Park	6	13	46	62
Lion's Park	3	78	346	417
Repplier Park	33	5	269	297
Richard Sanchez	0	0	0	0
Roosevelt Williams	0	0	3	4
Sylvan Park	8	0	114	83
East Ramsey Lot	0	1	11	6
Carpenter Hamilton Park	0	0	0	0
TOTAL	50	96	790	869



Facility Use







We had the opportunity to host Infinite Center's Father's Day event.

Community Center	Monthly		Year-to-Date	
# of uses	2024-2025	2025-2026	2024-2025	2025-2026
Small Meeting Room	25	0	186	101
Large Dance Room	21	32	195	267
Gymnasium	74	79	1031	934
Kitchen	0	0	26	28
Parking Lot	1	0	25	22
TOTAL	121	111	1463	1352

Senior Center	Monthly		Year-to-Date	
# of uses	2024-2025	2025-2026	2024-2025	2025-2026
Nutrition Site	27	25	321	292
Multi-purpose Room	37	41	368	499
TOTAL	64	66	690	791

Playhouse Bowl	Monthly		Year-to-Date	
# of uses	2024-2025	2025-2026	2024-2025	2025-2026
Meeting Room	22	23	133	110
Amphitheater	1	1	19	11
TOTAL	23	24	152	121

Roosevelt Williams and Armory	Monthly		Year-to-Date	
# of uses	2024-2025	2025-2026	2024-2025	2025-2026
Roosevelt Will. Meeting Room	1	1	68	28
Armory	1	1	73	23
TOTAL	2	2	141	51

n/a - Figures not available

June 2026



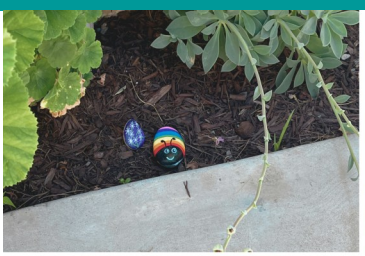
We are gearing up for our summer Soccer Camp in July! This five-day clinic is designed to help young athletes improve their skills through stretching, drills, expert instruction, and fun small-sided scrimmages.

Youth Sports	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026	# of Teams Year-to-Date 2025-2026	Facility Visits Year To Date 2025-2026
Youth Basketball	0	322	24	6756
Youth Flag Football	0	84	10	1848
Youth Soccer	0	174	11	1960
Smart Start	0	30	0	60
TOTAL	0	610	45	10624

Adult Sports	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026	# of Teams Year-to-Date 2025-2026	Facility Visits Year To Date 2025-2026
Adult Softball	NO	NO	NO	NO
Adult Basketball	0	119	12	1134
TOTAL	0	119	12	1134

Volunteers	# of Volunteers Monthly 2025-2026	Hours volunteered Monthly 2025-2026	# of Volunteers Year to Date 2025-2026	Hours volunteered Year To Date 2025-2026
Coaches	0	0	49	1048
Events	7	28	73	357
Senior Center	16	247	204	3034.25
TOTAL	23	275	326	4439.25

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



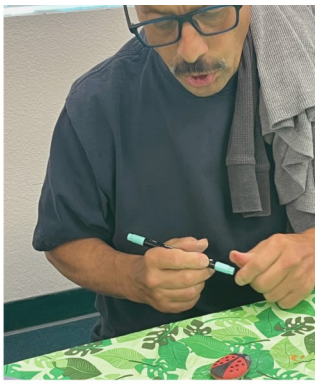


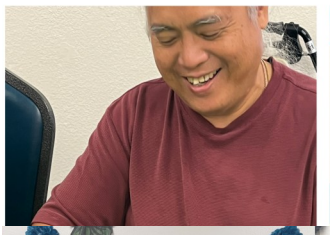


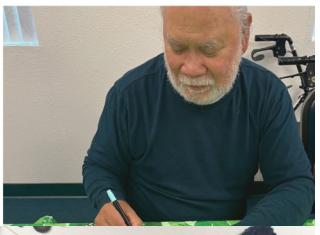








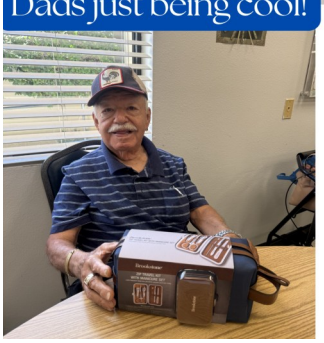








Dads just being cool!





I want to shout out a huge thank you to our senior center staff and volunteers. They continue to make incredibly fun and meaningful things happen for our seniors when they plan activities!

Classes/Programs	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026
Games & Puzzles	21	443
Bingo & Loteria	102	1321
Health & Wellness Programs	352	2965
Crafts & Activities	101	830
Pool Table	2	98
Education Classes	51	492
Movies	15	167
Events	80	1142
Sponsored Social Programs	65	796
Presentations	22	672
TOTAL	811	8925

Services	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026
Fill the Cupboard	20	354
Computer Lab/Library	64	394
Daily Meals	868	9854
Paralegal	0	2
Phone / Walk-in Referrals	154	1634
Morning Greeters	64	921
Food Vouchers / Salvation Army/Other Services	5	212
Happiness Campaign	57	723
Boutique	109	1113
Cool/Warm Center	0	31
Morongo Moravian Gifts	0	103
Total	1341	15431



June 2026







It is Day Camp time! We have been doing this program for years, but every year is an adventure entirely its own.

Classes/Programs	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026	Facility Visits Year To Date 2025-2026
Adult Programs/Classes	60	1842	2687
Youth Programs/Classes	48	630	2436
Special Needs Programs/Classes	0	620	1209
Day Camp	324	639	8583
Open Gym Basketball	0	511	511
Open Gym Pickleball	81	830	830
Open Gym Volleyball	0	0	0
TOTAL	513	5072	16256







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

Transit Passes

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



Bus Passes Purchased	# of Passes Monthly	# of Passes Year to Date
	2025-2026	2025-2026
Day Pass	n/a	n/a
Disabled Bus Pass	0	1
General Bus Pass	0	0
Senior Bus Pass	0	2
Youth Bus Pass	n/a	n/a
Banning Student Bus Pass	0	0
General Ticket Book	0	8
Senior Disabled Ticket Book	0	0
Dial-A-Ride 10 ticket Pass	n/a	n/a
TOTAL	0	11

Ridership Numbers	# of Passengers Monthly	# of Passengers Year to Date
	2025-2026	2025-2026
Senior/Disabled Passengers	2839	29013
General Passengers	6011	69110
Non Resident Riders	5790	17376
Cabazon Zone Passengers	723	9305
Youth Passengers	179	4593
Student Passengers	908	10377
Veteran Passengers	63	468
Dial-A-Ride Passengers	444	4326
TOTAL	16987	145051





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

Aquatics

8

June 2026

June	Monthly Visits 2025-2026	Monthly Visits 2025-2026	Yearly Visits 2025-2026
Child Admission	2263	2263	5384
Adult Admission	1234	1234	3257
Senior Admission	130	130	368
Lap Swim Adult	3	3	9
Lap Swim Senior	130	130	183
Adult Swim Lessons	1	8	16
Children's Lessons	230	1840	4732
Senior Water Exercise	39	39	83
Aqua Zumba	91	91	363
Pool Rentals:	2	360	3780
Dive-In Movie Admission	720	720	1737
Cabana Rentals	7	225	600
TOTAL	4850	7043	20513

Our Swim Season is in full swing and our swim lessons focus on encouraging residents to build a life-long passion for swimming while safely enjoying the water. We have also continued on the tradition of Guard of the Week!







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

Special Events

We had our annual Disaster Preparedness Expo full of family fun and valuable information.

Special Events	Year-to-Date	
# Participants/Attendees	2025-2026 Monthly	2025-2026
July 4th Celebration	0	2500
Evening Concert Series	0	5000
Hispanic Heritage	0	1200
Glow Party	0	180
Lego Party	0	15
Halloween Trunk or Treat	0	1300
Family Color Run	0	74
Beary Party	0	21
Santa Shoppe & Pancake Break-	0	450
Christmas Pajama Party	0	13
Downtown Christmas	0	2500
Christmas at the Ranch	0	500
Paint Party	0	21
Disaster Expo	357	357
Downtown Black History Month	0	200
Easter Event	0	1000
Total:	357	15331







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

Outdoor Equity Program

10
June 2026

June

The Outdoor Equity Program seeks to provide outdoor experiences and opportunities to the Banning community. Combining education and the outdoors, the Outdoor Equity Program allows participants to seek enriching outdoor experiences through trips, programs and activities focusing on the surrounding outdoors and community. It has been wonderful to offer these opportunities to our community to explore the outdoors with our Teen Development programming like our Jr. Rec Leader program and our Youth Council. We also love exploring the Orange County Zoo with our Summer Day Camp program as well.

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

June	Monthly Events/ Activities 2025-2026	Monthly Participants 2025-2026	Yearly Participants 2025-2026
Community Clean Ups	0	0	60
Teen Development	6	48	181
Events	0	0	260
Programs	0	0	64
Trips	2	112	397
TOTALS	8	160	962







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

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:	**August 25, 2026**
SUBJECT:	**Public Works Capital Improvement Project Tracking List**

STAFF RECOMMENDATION:

Receive and file

BACKGROUND:

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

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

JUSTIFICATION:

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

FISCAL IMPACT:

Not applicable

ATTACHMENTS:

1. CIP Tracking Sheet_July 2026.pdf

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project Name	Phase	% Completed	Tasks Completed	Current Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2023-17	Hargrave Grade Separation	PA&ED	40%	Contract execution; project kickoff, grant reporting.	35% Caltrans Submittal; 10% UPRR Approval; FRA RCE Grant Application	65% UPRR Submittal, Environmental Assessments	12/31/27	$ 8,300,000
Streets	-	Highland Springs Avenue Interchange	PA&ED	40%	Highway Safety Manual segmentation existing condition; aerial topo mapping; traffic volume report; Environmental Purpose/Need Statement; Air/Noise memos; VMT Methodology Memo; DDI Exclusion Memo; ROW Data Sheets;	Revised noise studies for new alternate, updated technical studies	Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan	12/31/27	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	99%	Obtained environmental permits, complted PSE package.	Construction support	Complete environmental mitigations	12/1/26	$ 1,248,026
Streets	2020-04	Sun Lakes Blvd Extension	Construction	10%	Construction project public advertising	Contractor installed rebar at RCB K. Pour Conrete for the invert	Begin Kinder Morgan Relocation and Construction of the retaining wall.	7/30/27	$ 20,996,793
Streets	-	Traffic Signalization of 8th Street/I-10 Interchange	Design/Permits	90%	Design well underway. Submittal of encroachment permit application to Caltrans. Caltrans approval on TOAR and concepts.	Design paused, due to rephase of RSG project and property acquisition needs	Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance. Property acquisition (private party task)	9/30/26	$ 1,081,000
Streets	2023-04	HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements	Construction	95%	Project Approved for Funding by the State. Project Awarded.	Construction is substantially completed. Installation of street lights week of 8/10	Pre-Construction review meeting with Caltrans.	8/30/26	$ 596,850
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	95%	Project approved for funding by Caltrans	STC Traffic Working on 90% Plans Submittal, Caltrans EP Approval and CC Contract Amendment #2 for term	100% Plans Submittal and Approval	3/31/27	$ 74,760
Streets	2023-10	HSIP Pedestrian Crossings Upgrades at 19 Intersection	PS&E	90%	Project approved for funding by Caltrans	City review of 90% Plans	100% plan submittal city review	12/31/26	$ 86,075
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	90%	Project approved for funding by Caltrans	City review of 90% plans comments sent to TKE	100% plan submittal city review	9/30/26	$ 41,665
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	95%	Amendment 2 CC Approval. 65% Plans complete	Final Plans approved by UPRR, CUPC and Caltrans. C&M Agreement Draft	Approve C&M Agreement. Prepare Bid Documents	8/30/26	$ 230,000
Facility	2021-06	CNG Station	Design-Build	100%	Project is now substantially complete.	Project is now substantially complete.	Completion of final punchlist items. Notice of Completion	7/15/26	$ 4,888,261
Facility		City Hall Roof Repairs - Phase 2	Design/Bid	10%	Scope identification - Roof/leak repairs on flat roof section over remainder of City Hall	On Hold	Award, Construction	10/31/26	$ 275,000
Facility	2024-02	City Hall HVAC Replacement	Construction	5%	Bid and award of contract	Begin HVAC installation	Construction	12/30/26	$ 188,000
Water	2018-02W-2	New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development)	Construction	85%	Installed pump, above-ground piping, pump-to-waste, louvers, doors, CMU block. Completed curb, gutter, asphalt paving, drainage swale, above ground pipe painting, and stucco	Finish roofing and truss system, interior electrical, MCC, switchboard, VFD, and Transfer Switch	Generator, start-up, O&M manuals, testing and training	10/31/26	$ 3,774,100
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Construction	95%	Installed pump, above-ground piping, pump-to-waste, louvers, doors, CMU block, electrical units, testing, disinfection, Slurry seal asphalt	Pump efficiency testing	O&M manuals and training, completion of final punchlist items. Notice of completion	9/1/26	$ 2,684,990
Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvements	Phase 1 (Design)	30%	Received 10% BODR (Basis Of Design Report).	Off-ramping current Design Build contract, preparing an RFP for alternative delivery	Advertise and award RFP for alternative design.	8/1/27	$ 4,398,490
Wastewater	2020-08WW	WWTP Equalization Basin	Construction	5%	Finalized 100% drawings, ~$1.25M EPA Community Grant has been issued, project advertisement	Award contract	Construction	8/30/27	$ 362,866
Recycled Water	2024-1RW	Charles Street and Lincoln Street Booster Station and Reservoirs	Construction	95%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Start-up and Testing 8/11	SCADA Integration and Final Walkthrough	8/30/26	$ 10,160,200
Recycled Water	2023-06RW	Lions Park Non-Potable Water Conversion	Construction	100%	Project Awarded. Kick Off Meeting. Surveying and utility research	Release Retention	Warranty Period	7/30/26	$ 920,672
Electric		Sun Lakes Blvd Extension	Construction	2%	Application for SCE relocation work is complete. SCE joint trench plan estimated to be complete in August 2026.	Construction started on May 11. Contractor on site for clearing and grubbing whole site including potholing all utilities	Begin construction of concrete box culverts on the east side	7/30/27	$ 2,366,090
Electric		Robertson's Ready Mix Pole Relocation	PS&E	95%	Line Extension Agreement approved by City Council. Additional comments provided by Robertson's Ready Mix	Update agreement and resubmit for City Council approval	Collect deposits from Robertson's Ready Mix and order materials for construction and schedule installation	12/30/26	$ 425,000

Electric		12kV Reconductor on Barbour St at Hathaway	PS&E	95%	Alternative plan to address replacement of 4kV equipment at the site has been approved.	Negotiate cost sharing with property owners at 700 S Hathaway St for reduced scope of work for completing necessary upgrades to replace all 4kV equipment with 12kV equipment.	Current construction estimate is $125,000 and has been added to the FY 2026/27 budget.	3/31/27	$ 125,000
Electric		Mias Canyon Line Hardening	Design/MSHCP	100%	Line hardeining redesign completed. MSHCP Consistency Analysis has been completed and submitted to USFW/FEMA/CDFW/CalOES for review.	Coordinate with Riverside County and other participating jurisdictions to confirm incorporations of measures for consistency with the MSHCP.	Await determination on approval of federal grant funding and match funding thru CalOES	12/30/27	$ 2,189,140
Electric		34.5kV Circuit Reroute	Construction	65%	16 of 26 poles have been replaced. Installation is being completed by BEU linemen.	Make adjustments for 2026/27 budget cycle to include funding for this project. Schedule construction for remaining poles	Complete installation of remaining poles and re-energize sub-transmission Circuit #1.	12/30/26	$ 275,000

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Cornelio Datuin, Budget and Financial Analyst**
Jennifer Terry, Finance Director

MEETING DATE: **August 25, 2026**

SUBJECT: **Receive and File the Combined Cash and Investments Report for September 2025 Through June 2026**

STAFF RECOMMENDATION:

That the City Council receive and file the combined Cash and Investments Report for September 2025 through June 2026, in accordance with Government Code § 53607.

BACKGROUND:

The City prepares a monthly Cash and Investments Report to provide the City Council with information regarding the City's cash balances, investments, restricted funds, and investment activity.

Due to significant staff turnover within the Finance Department during Fiscal Year 2025/26, reports beginning in September 2025 were not prepared and presented according to the City's regular monthly reporting schedule. Finance staff have since completed the necessary reconciliations and compiled the outstanding cash and investment information.

This consolidated report presents the City's cash and investment position from September 30, 2025, through June 30, 2026. Receiving and filing the report will bring the City's investment reporting up to date through the end of Fiscal Year 2025/26.

JUSTIFICATION:

The attached report presents the City's unrestricted and restricted cash and investments, including funds held in the California Local Agency Investment Fund (LAIF) and the City's investment custody account maintained with U.S. Bank.

On September 30, 2025, the City's total cash and investments were $48,181,907.80. By June 30, 2026, total cash and investments had increased to $60,256,711.30, an increase of approximately $12.07 million over the ten months. Note: The PERMA trust schedules are excluded from this reporting period because PERMA has not published its 4th-quarter trust schedules as of the reporting date. The balances will be updated in the July reporting period once the schedules are available.

The principal components of the City's unrestricted cash and investments on June 30, 2026, were:

Category	September 30, 2025	June 30, 2026
Cash and Investments – Unrestricted	$35,752,395.48	$53,783,484.83
Cash and Investments - Restricted	$12,429,512.32	$ 6,473,226.47
Total Cash and Investments	**$48,181,907.80**	**$60,256,711.30**

The City's unrestricted cash and investments increased by approximately $18.03 million during the reporting period, while restricted cash and investments decreased by approximately $5.96 million. The resulting net increase in total cash and investments was approximately $12.07 million.

On June 30, 2026, the City's unrestricted investments included approximately $8.42 million in LAIF and $22.68 million in the U.S. Bank custody account. LAIF accounted for approximately 27% of the City's investments, consistent with the monthly reports for the reporting period.

The Chandler Asset Management account, which is maintained through U.S. Bank, had a June 30, 2026, total market value of $22,548,614.71, consisting of $22,496,310.41 in market value and $52,304.30 in accrued interest. The portfolio had an average credit quality of AAA, a modified duration of 0.32, and a market yield to maturity of 3.84%.

For the period reported by Chandler Asset Management, the City's portfolio had a 1-year total rate of return of 3.91%, compared with 3.88% for the ICE Bank of America 0-1 Year U.S. Treasury Notes & Bonds benchmark. The portfolio's 3-year annualized return was 4.81%, compared with 4.61% for the benchmark.

Chandler Asset Management's June 30, 2026, compliance report indicates that the portfolio complied with the applicable investment policy limitations. For example, U.S. Treasury securities represented 82.4% of market value against a 100% maximum, Federal Agencies represented 13.2% against a 100% maximum, and the applicable other security-category limits were also reported as compliant.

LAIF / PMIA PERFORMANCE

The City's LAIF balance was $8,420,445.52 as of June 30, 2026. The accompanying State of California PMIA/LAIF (Pooled Money Investment Account) performance information reports a June 2026 PMIA effective yield of 3.816%, with the May and April yields at 3.810% and 3.811%, respectively. The reported LAIF apportionment rate was 3.92%.

The State's June 30, 2026 PMIA market valuation reported a total amortized cost of approximately $193.79 billion, a fair value of approximately $193.57 billion, and a fair value including accrued interest of approximately $194.48 billion. The LAIF fair-value factor was reported as 0.998872382.

INVESTMENT POLICY COMPLIANCE

Based on the June 30, 2026, Chandler Asset Management report, the City's investment portfolio remained within the applicable investment policy parameters. The portfolio's average credit quality was AAA, and the Chandler compliance report identifies the applicable investment categories as compliant.

The attached City Monthly Cash and Investment Report also includes the City's certification that investment activity conforms with the investment policy adopted by the City Council and Government Code § 53646, subdivision (b)(3), and that adequate pooled cash is available to meet the City's anticipated disbursement requirements for the upcoming six months.

FISCAL IMPACT:

There is no fiscal impact associated with receiving this report.

ATTACHMENTS:

1. Attachment_1_-_Investment_Report.pdf
1. Attachment 2 - City of Banning Broker Report-Chandler Asset Mgt..pdf
2. Attachment 3 - LAIF Market Valuation (Sept 2025 to June 2026).pdf
3. Attachment 4 - PMIA-LAIF_Performance Yields.pdf

City of Banning
Monthly Cash and Investment Report for the Months of August to December 2025

Cash & Investments		AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Institution/Investment Type	**Bank Account Number**	**8/31/2025**	**9/30/2025**	**10/31/2025**	**1/5/1900**	**12/31/2025**
UNRESTRICTED CASH AND INVESTMENTS						
Funds Under Control of the City:						
Petty Cash / Cash on Hand		$ 4,055.00	$ 4,055.00	$ 4,055.00	$ 4,055.00	$ 4,055.00
		$ 4,055.00	**$ 4,055.00**	**$ 4,055.00**	**$ 4,055.00**	**$ 4,055.00**
Checking and Savings:						
Wells Fargo - General Account	XXXXX5798	$ 2,344,376.94	$ 4,763,589.42	$ 5,875,170.34	$ 4,641,997.97	$ 8,584,599.99
HCN Bank - General Account	XXXXX97479	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
HCN Bank - Parking Citations	XXXXX94035	$ 68.00	$ 214.00	$ 214.00	$ 214.00	$ 262.00
Bank of America - Parking Citations	XXXXXXXX 8776	$ 146,591.32	$ 146,713.53	$ 146,860.78	$ 146,861.99	$ 146,863.24
Bank of America - Airport Visa	XXXXXXXX 7548	$ 639,172.06	$ 642,776.27	$ 645,131.23	$ 649,189.38	$ 652,403.28
Bank of America - CNG Charge Acct	XXXXXXXX 5594	$ 79,091.90	$ 79,091.90	$ 79,091.90	$ 79,091.90	$ 79,091.90
		$ 3,259,300.22	**$ 5,682,385.12**	**$ 6,796,468.25**	**$ 5,567,355.24**	**$ 9,513,220.41**
See Investment Report for Details of the following Investments:						
State of California, Local Agency Investment Fund		**$ 10,855,755.48**	**$ 8,105,755.48**	**$ 8,251,571.48**	**$ 8,251,571.48**	**$ 8,251,571.48**
% of Investments in LAIF		**33%**	**27%**	**27%**	**27%**	**27%**
US Bank						
City of Banning Custody Account	XXXXX6000	**$ 21,855,348.55**	**$ 21,960,199.88**	**$ 22,017,194.04**	**$ 22,078,485.11**	**$ 22,165,953.76**
Total Unrestricted Cash and Investments		**$ 35,974,459.25**	**$ 35,752,395.48**	**$ 37,069,288.77**	**$ 35,901,466.83**	**$ 39,934,800.65**

Cash & Investments						
RESTRICTED CASH AND INVESTMENTS						
Cash with Fiscal Agents						
US Bank						
2015 Water Revenue Bonds-BUA Water Projects	258228005	$ 908,620.62	$ 911,512.46	$ 914,250.78	$ 917,008.20	$ 919,592.74
2015 Water Revenue Bonds-BUA Water Projects	258228000	$ 6,388.67	$ 6,409.00	$ 1,646,031.26	$ 1,772.49	$ 2,093.41
2019 Wastewater Revenue Bond	254226002	$ 352,530.51	$ 352,533.50	$ 352,536.40	$ 201,586.01	$ 201,587.75
2019 Wastewater Revenue Bonds	254226000	$ 115,054.69	$ 115,055.67	$ 115,056.62	$ 0.98	$ 1.04
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding	254226006	$ 2,503,265.55	$ 2,503,286.81	$ 2,503,307.39	$ 2,503,328.65	$ 2,503,349.23
2019 Wastewater Revenue Bonds - Interest Account	254226001	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21
2019 Wastewater Revenue Bonds - Cost of Issuance Fund	254226005	$ 1.43	$ 1.43	$ 1.43	$ 1.43	$ 1.43
2015 Electric Revenue Bond-Acquisition & Construction Fund	262685003	$ 2,603.34	$ 2,611.63	$ 2,619.48	$ 2,627.38	$ 2,634.79
2015 Electric Revenue Bond-Acquisition & Construction Fund	262685000	$ 15,839.86	$ 15,890.27	$ 15,938.01	$ 455,757.96	$ 16,732.30
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund	277166000	$ 1,796,277.92	$ 3.02	$ 3.27	$ 3.27	$ 3.27
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund	277166005	$ 7,687,829.40	$ 4,647,920.53	$ 820,940.13	$ 820,952.01	$ 820,955.38
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Interest Acct	789582000	$ 105,000.06	$ 0.16	$ 0.17	$ 0.17	$ 0.17
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct	789582001	$ 37,838.81	$ 0.02	$ 0.03	$ 0.03	$ 0.03
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund	789582003	$ 186,064.54	$ 186,065.33	$ 186,066.09	$ 186,066.88	$ 186,067.64
PERMA Member Trust Account - Workers' Compensation Program	xxx-xxxx-101.12-00	$ 1,805,835.96	$ 1,829,934.74	$ 1,786,445.77	$ 1,724,820.90	$ 1,680,339.68
PERMA Member Trust Account - General Liability Program	xxx-xxxx-101.20-00	$ 174,445.20	$ 171,464.95	$ 177,100.14	$ 166,325.35	$ 163,012.76
CAISO - City of Banning	XXXXX6994	$ 132,702.73	$ 133,173.15	$ 133,621.63	$ 134,076.63	$ 134,502.59
City of Banning Riverside Public Utility (RPU)	XXXXX5920 - RPU	$ 489,808.36	$ 523,662.30	$ 516,754.78	$ 651,338.71	$ 765,545.38
Cash with Fiscal Agents - US Bank		**$ 16,320,107.86**	**$ 11,399,525.18**	**$ 9,170,673.59**	**$ 7,765,667.26**	**$ 7,396,419.80**
Restricted Investment in SCPPA Project Stabilization Fund						
Project Stabilization Fund		**$ 1,028,100.24**	**$ 1,029,987.14**	**$ 1,031,747.52**	**$ 1,043,448.34**	**$ 1,043,586.74**
Total Restricted Cash and Investments		**$ 17,348,208.10**	**$ 12,429,512.32**	**$ 10,202,421.11**	**$ 8,809,115.60**	**$ 8,440,006.54**
Grand Total Cash and Investments		**$ 53,322,667.35**	**$ 48,181,907.80**	**$ 47,271,709.88**	**$ 44,710,582.43**	**$ 48,374,807.19**

Bond Reserve Insurance Policies						
Insurance Policy and Purpose		**Market Value**				
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	262685002	$ 2,428,543.76	$ 2,428,543.76	$ 2,428,543.76	$ 2,428,543.76	$ 2,428,543.76
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund-277166004 Market Value	277166004	$ 2,205,497.50	$ 2,205,497.50	$ 2,205,497.50	$ 2,205,497.50	$ 2,205,497.50
		$ 4,634,041.26	**$ 4,634,041.26**	**$ 4,634,041.26**	**$ 4,634,041.26**	**$ 4,634,041.26**

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the City of Banning's City Council and the California Government Code Section 53601

I also certify that there exists adequate pooled cash available to meet the City's disbursement requirements for at least the next six months.

Jennifer Terry

JENNIFER TERRY **Date**
Finance Director

City of Banning
Monthly Cash and Investment Report for the Months of January to June 2026

Cash & Investments		JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Institution/Investment Type	**Bank Account Number**	**1/31/2026**	**2/28/2026**	**3/31/2026**	**4/30/2026**	**5/31/2026**	**6/30/2026**
UNRESTRICTED CASH AND INVESTMENTS							
Funds Under Control of the City:							
Petty Cash / Cash on Hand		$ 4,055.00	$ 4,055.00	$ 4,055.00	$ 4,055.00	$ 4,055.00	$ 4,055.00
		$ 4,055.00	**$ 4,055.00**	**$ 4,055.00**	**$ 4,055.00**	**$ 4,055.00**	**$ 4,055.00**
Checking and Savings:							
Wells Fargo - General Account	XXXXX5798	$ 13,075,941.11	$ 15,889,390.28	$ 19,318,944.77	$ 16,737,734.00	$ 17,652,822.96	$ 21,705,357.41
HCN Bank - General Account	XXXXX97479	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
HCN Bank - Parking Citations	XXXXX94035	$ 262.00	$ 262.00	$ 358.00	$ 358.00	$ 604.00	$ 1,015.00
Bank of America - Parking Citations	XXXXXXXX 8776	$ 146,864.49	$ 146,865.62	$ 146,866.87	$ 146,868.08	$ 146,869.33	$ 146,870.54
Bank of America - Airport Visa	XXXXXXXX 7548	$ 654,823.53	$ 657,881.49	$ 661,332.67	$ 666,306.54	$ 684,047.96	$ 695,616.42
Bank of America - CNG Charge Acct	XXXXXXXX 5594	$ 79,091.90	$ 79,091.90	$ 79,091.90	$ 79,091.90	$ 79,091.90	$ 79,091.90
		$ 14,006,983.03	**$ 16,823,491.29**	**$ 20,256,594.21**	**$ 17,680,358.52**	**$ 18,613,436.15**	**$ 22,677,951.27**
See Investment Report for Details of the following Investments:							
State of California, Local Agency Investment Fund		**$ 8,338,729.28**	**$ 8,338,729.28**	**$ 8,338,729.28**	**$ 8,420,445.52**	**$ 8,420,445.52**	**$ 8,420,445.52**
% of Investments in LAIF		**27%**	**27%**	**27%**	**27%**	**27%**	**27%**
US Bank							
City of Banning Custody Account	XXXXX6000	**$ 22,373,138.15**	**$ 22,440,200.70**	**$ 22,497,697.25**	**$ 22,558,208.19**	**$ 22,615,621.31**	**$ 22,681,033.04**
Total Unrestricted Cash and Investments		**$ 44,722,905.46**	**$ 47,606,476.27**	**$ 51,097,075.74**	**$ 48,663,067.23**	**$ 49,653,557.98**	**$ 53,783,484.83**

Cash & Investments							
RESTRICTED CASH AND INVESTMENTS							
Cash with Fiscal Agents							
US Bank							
2015 Water Revenue Bonds-BUA Water Projects	258228005	$ 922,140.70	$ 924,619.40	$ 926,852.32	$ 929,319.26	$ 931,705.20	$ 934,150.48
2015 Water Revenue Bonds-BUA Water Projects	258228000	$ 2,099.21	$ 2,104.85	$ 2,109.93	$ 310,521.81	$ 2,411.58	$ 2,417.91
2019 Wastewater Revenue Bond	254226002	$ 201,589.46	$ 201,591.17	$ 201,592.72	$ 201,594.43	$ 201,596.09	$ 201,597.80
2019 Wastewater Revenue Bonds	254226000	$ 1.04	$ 1.04	$ 1.04	$ 0.83	$ 1.09	$ 1.09
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding	254226006	$ 2,503,370.49	$ 2,503,391.75	$ 2,503,410.96	$ 2,503,432.22	$ 2,503,452.80	$ 2,503,474.06
2019 Wastewater Revenue Bonds - Interest Account	254226001	$ 0.21	$ 0.21	$ 0.21	$ 23,850.21	$ 0.05	$ 0.05
2019 Wastewater Revenue Bonds - Cost of Issuance Fund	254226005	$ 1.43	$ 1.43	$ 1.43	$ 1.43	$ 1.43	$ 1.43
2015 Electric Revenue Bond-Acquisition & Construction Fund	262685003	$ 2,642.09	$ 2,649.19	$ 2,655.59	$ 2,662.66	$ 2,669.50	$ 2,676.51
2015 Electric Revenue Bond-Acquisition & Construction Fund	262685000	$ 16,778.66	$ 16,823.76	$ 16,864.39	$ 16,909.28	$ 16,952.69	$ 16,997.18
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund	277166000	$ 3.27	$ 3.27	$ 3.43	$ 3.48	$ 3.48	$ 3.48
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund	277166005	$ 820,958.87	$ 820,962.36	$ 820,965.51	$ 820,969.00	$ 820,972.37	$ 820,975.86
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Interest Acct	789582000	$ 0.17	$ 0.17	$ 0.17	$ 0.17	$ 0.17	$ 0.17
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct	789582001	$ 0.03	$ 35,161.28	$ 0.04	$ 0.04	$ 0.04	$ 0.04
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund	789582003	$ 186,068.43	$ 186,069.22	$ 186,069.93	$ 186,070.72	$ 186,071.48	$ 186,072.27
PERMA Member Trust Account - Workers' Compensation Program	xxx-xxxx-101.12-00	$ 1,651,256.31	$ 1,618,071.69	$ 1,580,947.66	Qtrly Statement not yet available on the PERMA website		
PERMA Member Trust Account - General Liability Program	xxx-xxxx-101.20-00	$ 146,480.44	$ 146,925.88	$ 137,943.54	Qtrly Statement not yet available on the PERMA website		
CAISO - City of Banning	XXXXX6994	$ 134,925.84	$ 135,338.25	$ 135,708.78	$ 136,118.03	$ 136,514.18	$ 136,920.38
City of Banning Riverside Public Utility (RPU)	XXXXX5920 - RPU	$ 1,048,774.24	$ 843,414.74	$ 720,529.49	$ 984,540.25	$ 890,191.30	$ 610,634.01
Cash with Fiscal Agents - US Bank		**$ 7,637,090.89**	**$ 7,437,129.66**	**$ 7,235,657.14**	**$ 6,115,993.82**	**$ 5,692,543.45**	**$ 5,415,922.72**
Restricted Investment in SCPPA Project Stabilization Fund							
Project Stabilization Fund		**$ 1,044,040.69**	**$ 1,044,481.25**	**$ 1,044,876.57**	**$ 1,045,081.84**	**$ 1,056,753.45**	**$ 1,057,303.75**
Total Restricted Cash and Investments		**$ 8,681,131.58**	**$ 8,481,610.91**	**$ 8,280,533.71**	**$ 7,161,075.66**	**$ 6,749,296.90**	**$ 6,473,226.47**
Grand Total Cash and Investments		**$ 53,404,037.04**	**$ 56,088,087.18**	**$ 59,377,609.45**	**$ 55,824,142.89**	**$ 56,402,854.88**	**$ 60,256,711.30**

Bond Reserve Insurance Policies							
Insurance Policy and Purpose		**Market Value**					
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	262685002	$ 2,428,543.76	$ 2,428,543.76	$ 2,428,543.76	$ 2,428,543.76	$ 2,428,543.76	$ 2,428,543.76
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund-277166004 Market Value	277166004	$ 2,205,497.50	$ 2,205,497.50	$ 2,205,497.50	$ 2,205,497.50	$ 2,205,497.50	$ 2,205,497.50
		$ 4,634,041.26	**$ 4,634,041.26**	**$ 4,634,041.26**	**$ 4,634,041.26**	**$ 4,634,041.26**	**$ 4,634,041.26**

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Jennifer Terry

JENNIFER TERRY **Date**
Finance Director

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of September 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of September 30, 2025

Portfolio Characteristics

Average Modified Duration	0.28
Average Coupon	1.18%
Average Purchase YTM	4.00%
Average Market YTM	4.05%
Average Credit Quality*	AA+
Average Final Maturity	0.33
Average Life	0.29

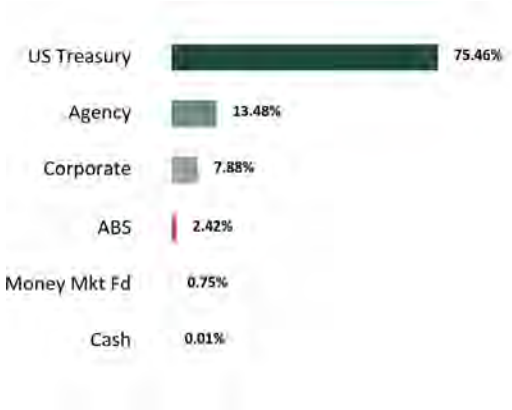
Account Summary

	End Values as of 08/31/2025	End Values as of 09/30/2025
Market Value	21,786,698.35	21,904,117.88
Accrued Interest	78,043.73	40,152.44
Total Market Value	**21,864,742.08**	**21,944,270.32**
Income Earned	82,793.87	72,154.92
Cont/WD	0.00	0.00
Par	21,855,348.55	21,960,199.88
Book Value	21,832,330.71	21,942,461.41
Cost Value	21,768,751.02	21,878,214.58

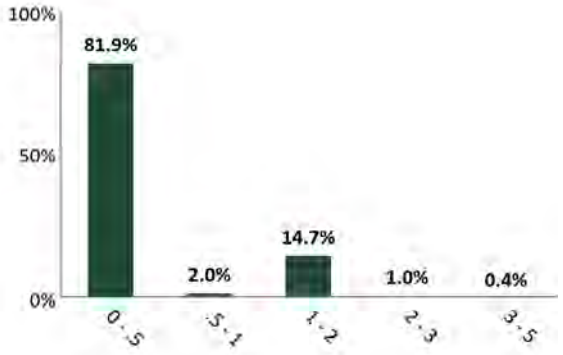
Top Issuers

United States	75.46%
Federal Home Loan Banks	13.48%
Exxon Mobil Corporation	2.27%
Air Products and Chemicals, Inc.	1.25%
The Toronto-Dominion Bank	1.19%
JPMorgan Chase & Co.	1.16%
Honda Motor Co., Ltd.	1.01%
The PNC Financial Services Group, In	1.00%

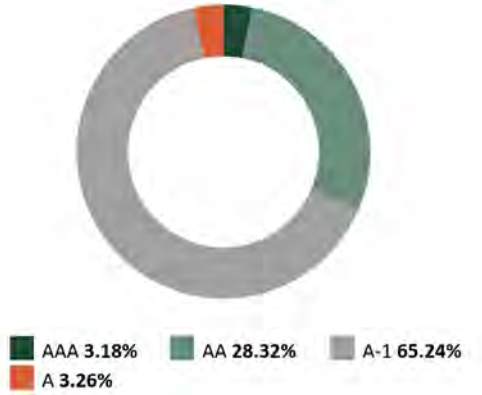
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.36%	1.13%	3.47%	4.34%	5.46%	--	--	--	5.18%
Benchmark Return	0.38%	1.15%	3.24%	4.35%	5.20%	--	--	--	4.95%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.4	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	7.9	Compliant	
Max % Issuer (MV)	5.0	2.3	Compliant	
Max Maturity (Years)	5	1	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.5	Compliant	
Max % Issuer (MV)	30.0	13.5	Compliant	
Max Callables (MV)	20.0	13.5	Compliant	
Max Maturity (Years)	5	1	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.8	Compliant	
Max % Issuer (MV)	20.0	0.8	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	75.5	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of September 30, 2025

Maturities / Calls

Month to Date	**(14,285,000.00)**
Fiscal Year to Date	**(40,760,000.00)**

Principal Paydowns

Month to Date	**(17,318.54)**
Fiscal Year to Date	**(61,551.70)**

Purchases

Month to Date	**28,619,515.90**
Fiscal Year to Date	**81,751,796.63**

Sales

Month to Date	**(14,256,215.26)**
Fiscal Year to Date	**(40,810,503.74)**

Interest Received

Month to Date	**60,982.10**
Fiscal Year to Date	**119,741.19**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	21,832,330.71	21,683,876.68
Maturities/Calls	(14,285,000.00)	(40,760,000.00)
Principal Paydowns	(17,318.54)	(61,551.70)
Purchases	28,619,515.90	81,751,796.63
Sales	(14,256,215.26)	(40,810,503.74)
Change in Cash, Payables, Receivables	84.49	(1,151.48)
Amortization/Accretion	49,064.11	139,995.03
Realized Gain (Loss)	(0.00)	(0.01)
Ending Book Value	21,942,461.41	21,942,461.41

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	21,786,698.35	21,622,793.03
Maturities/Calls	(14,285,000.00)	(40,760,000.00)
Principal Paydowns	(17,318.54)	(61,551.70)
Purchases	28,619,515.90	81,751,796.63
Sales	(14,256,215.26)	(40,810,503.74)
Change in Cash, Payables, Receivables	84.49	(1,151.48)
Amortization/Accretion	49,064.11	139,995.03
Change in Net Unrealized Gain (Loss)	7,288.83	22,740.12
Realized Gain (Loss)	(0.00)	(0.01)
Ending Market Value	21,904,117.88	21,904,117.88

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	9,011.20	08/08/2023 5.36%	9,010.12 9,010.83	100.11 4.16%	9,021.22 14.81	0.04% 10.39	NA/AAA AAA	1.14 0.09
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	23,156.41	07/12/2023 5.47%	23,152.31 23,154.27	100.71 4.04%	23,319.96 21.11	0.11% 165.69	NA/AAA AAA	2.41 0.47
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	159,007.25	09/12/2023 5.55%	158,996.33 159,001.10	101.04 4.13%	160,656.52 387.27	0.73% 1,655.42	Aaa/NA AAA	2.62 0.73
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	32,425.95	07/11/2023 5.51%	32,424.70 32,425.26	100.82 4.02%	32,692.26 73.63	0.15% 267.01	Aaa/AAA NA	2.71 0.55
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,996.93	101.30 3.87%	217,799.30 499.76	0.99% 2,802.37	NA/AAA AAA	0.96 0.91
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,994.59	101.12 3.83%	85,955.37 163.63	0.39% 960.78	Aaa/NA AAA	4.21 1.34
Total ABS		**523,600.82**	**5.35%**	**523,567.52** **523,582.98**	**101.12** **3.97%**	**529,444.64** **1,160.21**	**2.42%** **5,861.66**		**2.17** **0.87**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.39 3.72%	2,951,696.64 216.67	13.48% (48,303.36)	Aa1/AA+ AA+	1.50 1.45
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00** **3,000,000.00**	**98.39** **3.72%**	**2,951,696.64** **216.67**	**13.48%** **(48,303.36)**		**1.50** **1.45**
CASH									
CCYUSD	Receivable	2,019.40	--	2,019.40 2,019.40	1.00 0.00%	2,019.40 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**2,019.40**		**2,019.40** **2,019.40**	**1.00** **0.00%**	**2,019.40** **0.00**	**0.01%** **0.00**		**0.00** **0.00**
CORPORATE									
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	275,000.00	11/12/2024 4.51%	267,597.00 274,691.54	99.89 4.31%	274,697.32 1,902.08	1.25% 5.78	A2/A NA	0.04 0.04
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00	02/24/2025 4.49%	261,326.00 260,416.98	100.22 4.24%	260,571.44 3,022.11	1.19% 154.45	A2/A- AA-	0.28 0.27
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00	03/19/2025 4.53%	220,712.80 220,241.63	100.19 4.20%	220,418.25 2,480.50	1.01% 176.63	A3/A- NA	0.28 0.27

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 497,126.74	99.61 3.99%	498,048.72 1,267.92	2.27% 921.97	Aa2/AA- NA	0.42 0.41
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 218,719.27	97.65 3.94%	219,702.10 345.00	1.00% 982.83	A3/A- A	0.87 0.85
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 252,311.09	101.26 4.01%	253,145.79 4,009.93	1.16% 834.70	Aa2/AA- AA	1.19 1.05
Total Corporate		**1,730,000.00**	**4.48%**	**1,699,896.80** **1,723,507.25**	**99.81** **4.10%**	**1,726,583.61** **13,027.54**	**7.88%** **3,076.37**		**0.49** **0.46**
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	164,579.66	-- 3.58%	164,579.66 164,579.66	1.00 3.77%	164,579.66 0.00	0.75% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**164,579.66**	**3.58%**	**164,579.66** **164,579.66**	**1.00** **3.77%**	**164,579.66** **0.00**	**0.75%** **0.00**		**0.00** **0.00**
US TREASURY									
912797RB5	UNITED STATES TREASURY 10/07/2025	14,300,000.00	09/09/2025 4.15%	14,256,215.26 14,290,270.06	99.93 4.13%	14,290,306.32 0.00	65.24% 36.26	P-1/A-1+ F1+	0.02 0.02
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	300,000.00	03/12/2025 4.19%	300,093.75 300,006.08	100.00 4.17%	300,000.11 5,887.30	1.37% (5.97)	Aa1/AA+ AA+	0.04 0.04
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00	12/30/2024 4.24%	400,859.38 400,121.23	100.04 4.08%	400,171.88 6,798.91	1.83% 50.65	Aa1/AA+ AA+	0.13 0.12
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00	03/12/2025 4.18%	297,246.09 299,369.33	99.80 4.08%	299,394.53 2,898.57	1.37% 25.20	Aa1/AA+ AA+	0.17 0.16
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00	02/10/2025 4.26%	339,256.25 339,818.30	100.00 3.94%	340,009.96 4,013.11	1.55% 191.66	Aa1/AA+ AA+	0.21 0.20
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 499,457.93	99.97 3.95%	499,848.64 4,106.66	2.28% 390.70	Aa1/AA+ AA+	0.29 0.28
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00	03/19/2025 4.18%	399,343.75 399,729.20	100.02 3.94%	400,062.50 2,043.48	1.83% 333.30	Aa1/AA+ AA+	0.38 0.37
Total US Treasury		**16,540,000.00**	**4.16%**	**16,488,151.20** **16,528,772.13**	**99.94** **4.11%**	**16,529,793.93** **25,748.02**	**75.46%** **1,021.80**		**0.05** **0.04**

City of Banning | Account #11089 | As of September 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				21,878,214.58	99.00	21,904,117.88	100.00%		0.33
Total Portfolio		**21,960,199.88**	**4.00%**	**21,942,461.41**	**4.05%**	**40,152.44**	**(38,343.53)**		**0.28**
Total Market Value + Accrued						**21,944,270.32**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/02/2025	31846V401	1,934.91	FIRST AMER:GVT OBLG D	1.000	3.75%	(1,934.91)	0.00	(1,934.91)	0.00
Purchase	09/02/2025	31846V401	287,420.00	FIRST AMER:GVT OBLG D	1.000	3.75%	(287,420.00)	0.00	(287,420.00)	0.00
Purchase	09/08/2025	31846V401	5,265.00	FIRST AMER:GVT OBLG D	1.000	3.78%	(5,265.00)	0.00	(5,265.00)	0.00
Purchase	09/08/2025	31846V401	260,000.00	FIRST AMER:GVT OBLG D	1.000	3.78%	(260,000.00)	0.00	(260,000.00)	0.00
Purchase	09/09/2025	31846V401	13,750,000.00	FIRST AMER:GVT OBLG D	1.000	3.78%	(13,750,000.00)	0.00	(13,750,000.00)	0.00
Purchase	09/10/2025	912797RB5	14,300,000.00	UNITED STATES TREASURY 10/07/2025	99.694	4.15%	(14,256,215.26)	0.00	(14,256,215.26)	0.00
Purchase	09/15/2025	31846V401	7,908.58	FIRST AMER:GVT OBLG D	1.000	3.78%	(7,908.58)	0.00	(7,908.58)	0.00
Purchase	09/15/2025	31846V401	937.04	FIRST AMER:GVT OBLG D	1.000	3.78%	(937.04)	0.00	(937.04)	0.00
Purchase	09/16/2025	31846V401	3,049.88	FIRST AMER:GVT OBLG D	1.000	3.82%	(3,049.88)	0.00	(3,049.88)	0.00
Purchase	09/22/2025	31846V401	5,425.14	FIRST AMER:GVT OBLG D	1.000	3.59%	(5,425.14)	0.00	(5,425.14)	0.00
Purchase	09/25/2025	31846V401	2,360.09	FIRST AMER:GVT OBLG D	1.000	3.58%	(2,360.09)	0.00	(2,360.09)	0.00
Purchase	09/30/2025	31846V401	39,000.00	FIRST AMER:GVT OBLG D	1.000	3.58%	(39,000.00)	0.00	(39,000.00)	0.00
Total Purchase			**28,663,300.64**				**(28,619,515.90)**	**0.00**	**(28,619,515.90)**	**0.00**
TOTAL ACQUISITIONS			**28,663,300.64**				**(28,619,515.90)**	**0.00**	**(28,619,515.90)**	**0.00**
DISPOSITIONS										
Maturity	09/01/2025	828807CV7	(275,000.00)	SIMON PROPERTY GROUP LP 3.5 09/01/2025	100.000	4.65%	275,000.00	0.00	275,000.00	0.00
Maturity	09/08/2025	24422EWJ4	(260,000.00)	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	100.000	5.06%	260,000.00	0.00	260,000.00	0.00
Maturity	09/09/2025	912797QT7	(13,750,000.00)	UNITED STATES TREASURY 09/09/2025	100.000	4.33%	13,750,000.00	0.00	13,750,000.00	0.00
Total Maturity			**(14,285,000.00)**				**14,285,000.00**	**0.00**	**14,285,000.00**	**0.00**
Sale	09/10/2025	31846V401	(14,256,215.26)	FIRST AMER:GVT OBLG D	1.000	3.77%	14,256,215.26	0.00	14,256,215.26	0.00
Total Sale			**(14,256,215.26)**				**14,256,215.26**	**0.00**	**14,256,215.26**	**0.00**
TOTAL DISPOSITIONS			**(28,541,215.26)**				**28,541,215.26**	**0.00**	**28,541,215.26**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Coupon	09/01/2025	828807CV7	0.00	SIMON PROPERTY GROUP LP 3.5 09/01/2025		4.65%	4,812.50	0.00	4,812.50	0.00
Coupon	09/01/2025	30231GAT9	0.00	EXXON MOBIL CORP 3.043 03/01/2026		4.53%	7,607.50	0.00	7,607.50	0.00
Coupon	09/08/2025	24422EWJ4	0.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025		5.06%	5,265.00	0.00	5,265.00	0.00
Coupon	09/15/2025	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	758.78	0.00	758.78	0.00
Coupon	09/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	09/16/2025	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	158.91	0.00	158.91	0.00
Coupon	09/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	09/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	64.43	0.00	64.43	0.00
Coupon	09/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	115.78	0.00	115.78	0.00
Coupon	09/30/2025	3130ARF55	0.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		2.60%	39,000.00	0.00	39,000.00	0.00
Total Coupon			**0.00**				**59,047.19**	**0.00**	**59,047.19**	**0.00**
Dividend	09/30/2025	31846V401	0.00	FIRST AMER:GVT OBLG D		3.61%	2,019.40	0.00	2,019.40	0.00
Total Dividend			**0.00**				**2,019.40**	**0.00**	**2,019.40**	**0.00**
Principal Paydown	09/15/2025	47787CAC7	7,149.80	JDOT 2023-C A3 5.48 05/15/2028		5.55%	7,149.80	--	7,149.80	(0.00)
Principal Paydown	09/16/2025	36267KAD9	2,563.72	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,563.72	--	2,563.72	0.00
Principal Paydown	09/20/2025	379929AD4	5,360.71	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	5,360.71	--	5,360.71	0.00
Principal Paydown	09/25/2025	05592XAD2	2,244.31	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	2,244.31	--	2,244.31	(0.00)

TRANSACTION LEDGER

City of Banning | Account #11089 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Principal Paydown			**17,318.54**				**17,318.54**	**--**	**17,318.54**	**(0.00)**
TOTAL OTHER TRANSACTIONS			**17,318.54**				**78,385.13**	**0.00**	**78,385.13**	**(0.00)**

INCOME EARNED

City of Banning | Account #11089 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	164,579.66	57,494.28 14,363,300.64 (14,256,215.26) 164,579.66	0.00 1,934.91 0.00 1,934.91	0.00 0.00 0.00 1,934.91	1,934.91
912797QT7	UNITED STATES TREASURY 09/09/2025	0.00	13,737,006.00 0.00 (13,750,000.00) 0.00	0.00 0.00 0.00 0.00	12,994.00 0.00 12,994.00 12,994.00	12,994.00
912797RB5	UNITED STATES TREASURY 10/07/2025	09/09/2025 09/10/2025 14,300,000.00	0.00 14,256,215.26 0.00 14,290,270.06	0.00 0.00 0.00 0.00	34,054.80 0.00 34,054.80 34,054.80	34,054.80
CCYUSD	Receivable	2,019.40	1,934.91 0.00 0.00 2,019.40	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**14,466,599.06**	**13,796,435.19** **28,619,515.90** **(28,006,215.26)** **14,456,869.12**	**0.00** **1,934.91** **0.00** **1,934.91**	**47,048.79** **0.00** **47,048.79** **48,983.70**	**48,983.70**
FIXED INCOME						
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	11/12/2024 11/13/2024 275,000.00	274,030.56 0.00 0.00 274,691.54	1,558.33 0.00 1,902.08 343.75	660.98 0.00 660.98 1,004.73	1,004.73
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,996.67 0.00 0.00 214,996.93	499.76 937.04 499.76 937.04	0.26 0.00 0.26 937.30	937.30
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	03/19/2025 03/20/2025 220,000.00	220,314.12 0.00 0.00 220,241.63	1,573.00 0.00 2,480.50 907.50	0.00 (72.49) (72.49) 835.01	835.01

INCOME EARNED

City of Banning | Account #11089 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 23,156.41	25,398.30 0.00 (2,244.31) 23,154.27	23.16 115.78 21.11 113.73	0.29 0.00 0.29 114.02	114.02
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	07/09/2024 07/10/2024 0.00	259,951.52 0.00 (260,000.00) 0.00	5,060.25 5,265.00 0.00 204.75	48.48 0.00 48.48 253.23	253.23
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	496,555.90 0.00 0.00 497,126.74	7,607.50 7,607.50 1,267.92 1,267.92	570.85 0.00 570.85 1,838.76	1,838.76
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	32,716.67 39,000.00 216.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 32,425.95	34,988.90 0.00 (2,563.72) 32,425.26	79.46 158.91 73.63 153.09	0.08 0.00 0.08 153.17	153.17
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,994.48 0.00 0.00 84,994.59	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/11/2023 9,011.20	14,371.27 0.00 (5,360.71) 9,010.83	23.63 64.43 14.81 55.62	0.27 0.00 0.27 55.88	55.88
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 159,007.25	166,150.43 0.00 (7,149.80) 159,001.10	404.68 758.78 387.27 741.37	0.48 0.00 0.48 741.84	741.84
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	252,483.13 0.00 0.00 252,311.09	2,945.35 0.00 4,009.93 1,064.58	0.00 (172.04) (172.04) 892.54	892.54

INCOME EARNED

City of Banning | Account #11089 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	218,123.00 0.00 0.00 218,719.27	129.38 0.00 345.00 215.63	596.27 0.00 596.27 811.90	811.90
828807CV7	SIMON PROPERTY GROUP LP 3.5 09/01/2025	12/16/2024 12/17/2024 0.00	275,000.00 0.00 (275,000.00) 0.00	4,812.50 4,812.50 0.00 0.00	0.00 0.00 0.00 0.00	0.00
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	02/24/2025 02/25/2025 260,000.00	260,542.08 0.00 0.00 260,416.98	1,916.46 0.00 3,022.11 1,105.65	0.00 (125.09) (125.09) 980.56	980.56
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	03/12/2025 03/13/2025 300,000.00	299,054.00 0.00 0.00 299,369.33	2,191.60 0.00 2,898.57 706.97	315.33 0.00 315.33 1,022.30	1,022.30
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	03/12/2025 03/13/2025 300,000.00	300,019.10 0.00 0.00 300,006.08	4,842.21 0.00 5,887.30 1,045.08	0.00 (13.02) (13.02) 1,032.06	1,032.06
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	12/30/2024 12/31/2024 400,000.00	400,202.05 0.00 0.00 400,121.23	5,331.52 0.00 6,798.91 1,467.39	0.00 (80.82) (80.82) 1,386.57	1,386.57
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	02/10/2025 02/11/2025 340,000.00	339,745.62 0.00 0.00 339,818.30	2,898.36 0.00 4,013.11 1,114.75	72.68 0.00 72.68 1,187.43	1,187.43
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 500,000.00	499,304.51 0.00 0.00 499,457.93	2,527.17 0.00 4,106.66 1,579.48	153.42 0.00 153.42 1,732.90	1,732.90
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	03/19/2025 03/20/2025 400,000.00	399,669.90 0.00 0.00 399,729.20	739.13 0.00 2,043.48 1,304.35	59.30 0.00 59.30 1,363.65	1,363.65

INCOME EARNED

City of Banning | Account #11089 | As of September 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
			8,035,895.52	78,043.73	2,478.78	
			0.00	59,047.19	(463.46)	
			(552,318.54)	40,152.44	2,015.32	
Total Fixed Income		**7,493,600.82**	**7,485,592.30**	**21,155.90**	**23,171.22**	**23,171.22**
			21,832,330.71	78,043.73	49,527.58	
			28,619,515.90	60,982.10	(463.46)	
			(28,558,533.80)	40,152.44	49,064.11	
TOTAL PORTFOLIO		**21,960,199.88**	**21,942,461.41**	**23,090.81**	**72,154.92**	**72,154.92**

CASH FLOW REPORT

City of Banning | Account #11089 | As of September 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/01/2025	Dividend	31846V401	0.00		2,019.40		2,019.40
10/07/2025	Final Maturity	912797RB5	14,300,000.00	UNITED STATES TREASURY 10/07/2025	14,300,000.00		14,300,000.00
10/15/2025	Coupon	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025		2,062.50	2,062.50
10/15/2025	Final Maturity	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	275,000.00		275,000.00
10/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
10/15/2025	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		723.47	723.47
10/15/2025	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	9,565.19		9,565.19
10/15/2025	Coupon	91282CFP1	300,000.00	UNITED STATES TREASURY 4.25 10/15/2025		6,375.00	6,375.00
10/15/2025	Final Maturity	91282CFP1	300,000.00	UNITED STATES TREASURY 4.25 10/15/2025	300,000.00		300,000.00
10/16/2025	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		152.06	152.06
10/16/2025	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	2,239.80		2,239.80
10/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
10/20/2025	Coupon	379929AD4	9,011.20	GMALT 2023-3 A3 5.38 11/20/2026		39.32	39.32
10/20/2025	Principal Paydown	379929AD4	9,011.20	GMALT 2023-3 A3 5.38 11/20/2026	5,244.58		5,244.58
10/27/2025	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		108.22	108.22
10/27/2025	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,985.97		1,985.97
October 2025 Total					**14,896,054.95**	**10,724.86**	**14,906,779.81**
NOVEMBER 2025							
11/17/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
11/17/2025	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		141.88	141.88
11/17/2025	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	2,188.92		2,188.92
11/17/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
11/17/2025	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		679.79	679.79
11/17/2025	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	10,381.03		10,381.03
11/17/2025	Coupon	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025		9,000.00	9,000.00
11/17/2025	Final Maturity	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00		400,000.00
11/20/2025	Coupon	379929AD4	9,011.20	GMALT 2023-3 A3 5.38 11/20/2026		15.81	15.81
11/20/2025	Effective Maturity	379929AD4	9,011.20	GMALT 2023-3 A3 5.38 11/20/2026	3,526.53		3,526.53
11/25/2025	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		99.17	99.17

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2025	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,827.26		1,827.26
November 2025 Total					**417,923.74**	**11,200.94**	**429,124.68**
DECEMBER 2025							
12/01/2025	Coupon	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025		4,312.50	4,312.50
12/01/2025	Final Maturity	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00		300,000.00
12/08/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
12/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
12/15/2025	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		632.38	632.38
12/15/2025	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	7,819.97		7,819.97
12/15/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00
12/15/2025	Final Maturity	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00		340,000.00
12/16/2025	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		131.94	131.94
12/16/2025	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,877.52		1,877.52
12/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
12/25/2025	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		90.84	90.84
12/25/2025	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,737.60		1,737.60
December 2025 Total					**651,435.09**	**19,619.45**	**671,054.54**
JANUARY 2026							
01/09/2026	Coupon	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		5,445.00	5,445.00
01/09/2026	Final Maturity	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00		220,000.00
01/09/2026	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
01/09/2026	Final Maturity	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00		260,000.00
01/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
01/15/2026	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		596.67	596.67
01/15/2026	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	11,316.15		11,316.15
01/15/2026	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/15/2026	Final Maturity	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00		500,000.00
01/16/2026	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		123.41	123.41

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/16/2026	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,844.31		1,844.31
01/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
01/26/2026	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		82.92	82.92
01/26/2026	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,704.40		1,704.40
January 2026 Total					**994,864.87**	**23,833.69**	**1,018,698.56**
FEBRUARY 2026							
02/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
02/16/2026	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		115.04	115.04
02/16/2026	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,823.48		1,823.48
02/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
02/16/2026	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		544.99	544.99
02/16/2026	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	10,300.98		10,300.98
02/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
02/17/2026	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
02/17/2026	Final Maturity	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00		400,000.00
02/25/2026	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		75.15	75.15
02/25/2026	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,679.63		1,679.63
February 2026 Total					**413,804.10**	**11,293.22**	**425,097.32**
MARCH 2026							
03/02/2026	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/02/2026	Final Maturity	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00		500,000.00
03/16/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
03/16/2026	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		106.76	106.76
03/16/2026	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,766.71		1,766.71
03/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/16/2026	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		497.95	497.95
03/16/2026	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	8,500.35		8,500.35
03/25/2026	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		67.49	67.49
03/25/2026	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,636.52		1,636.52
03/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
March 2026 Total					**511,903.58**	**48,543.99**	**560,447.57**
APRIL 2026							
04/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
04/15/2026	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		459.14	459.14
04/15/2026	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	10,673.89		10,673.89
04/16/2026	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		98.73	98.73
04/16/2026	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,851.45		1,851.45
04/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/27/2026	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		60.03	60.03
04/27/2026	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,579.42		1,579.42
April 2026 Total					**14,104.76**	**1,882.19**	**15,986.95**
MAY 2026							
05/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
05/15/2026	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		410.39	410.39
05/15/2026	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	11,053.02		11,053.02
05/18/2026	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		90.32	90.32
05/18/2026	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,775.88		1,775.88
05/18/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/25/2026	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		52.83	52.83
05/25/2026	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,380.59		1,380.59
May 2026 Total					**14,209.49**	**1,817.84**	**16,027.33**
JUNE 2026							
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		359.92	359.92
06/15/2026	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	9,546.90		9,546.90
06/16/2026	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/25/2026	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		46.54	46.54
06/25/2026	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,357.27		1,357.27
June 2026 Total					**12,651.08**	**8,140.50**	**20,791.58**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JULY 2026							
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		316.32	316.32
07/15/2026	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	10,001.12		10,001.12
07/16/2026	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/27/2026	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		40.35	40.35
07/27/2026	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,331.15		1,331.15
July 2026 Total					**13,045.49**	**1,695.29**	**14,740.77**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54
08/17/2026	Principal Paydown	36267KAD9	32,425.95	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Coupon	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028		270.65	270.65
08/17/2026	Principal Paydown	47787CAC7	159,007.25	JDOT 2023-C A3 5.48 05/15/2028	7,208.51		7,208.51
08/25/2026	Coupon	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028		34.28	34.28
08/25/2026	Principal Paydown	05592XAD2	23,156.41	BMWOT 2023-A A3 5.47 02/25/2028	1,296.84		1,296.84
August 2026 Total					**235,170.64**	**2,929.52**	**238,100.16**
Grand Total			**33,522,016.34**		**18,175,167.77**	**141,681.49**	**18,316,849.27**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of September 30, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of October 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of October 31, 2025

Portfolio Characteristics

Average Modified Duration	0.25
Average Coupon	1.07%
Average Purchase YTM	3.95%
Average Market YTM	3.88%
Average Credit Quality*	AAA
Average Final Maturity	0.29
Average Life	0.26

Account Summary

	End Values as of 09/30/2025	End Values as of 10/31/2025
Market Value	21,904,117.88	21,970,410.58
Accrued Interest	40,152.44	49,759.20
Total Market Value	**21,944,270.32**	**22,020,169.78**
Income Earned	72,154.92	71,409.02
Cont/WD	0.00	0.00
Par	21,960,199.88	22,017,194.04
Book Value	21,942,461.41	22,005,795.57
Cost Value	21,878,214.58	21,943,582.93

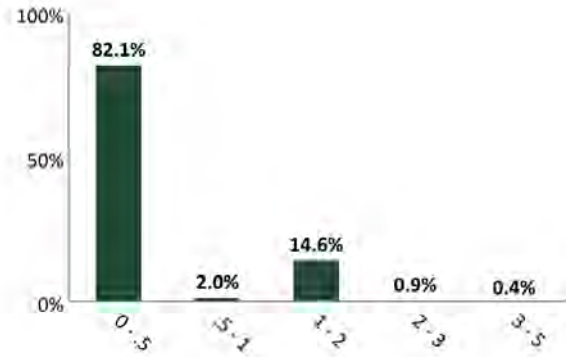
Top Issuers

United States	77.55%
Federal Home Loan Banks	13.44%
Exxon Mobil Corporation	2.27%
The Toronto-Dominion Bank	1.19%
JPMorgan Chase & Co.	1.15%
American Honda Finance Corporation	1.00%
The PNC Financial Services Group, In	1.00%
American Express Credit Master Trust	0.99%

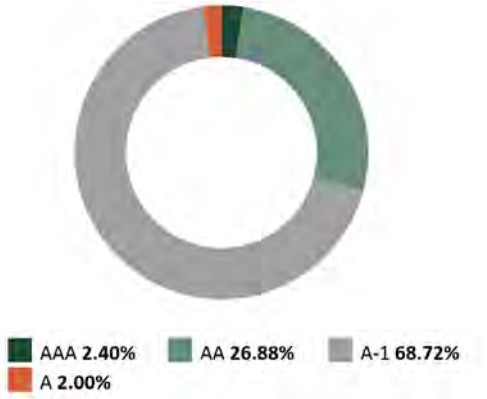
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.35%	1.17%	3.83%	4.56%	5.45%	--	--	--	5.14%
Benchmark Return	0.33%	1.19%	3.59%	4.41%	5.19%	--	--	--	4.91%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.3	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	6.6	Compliant	
Max % Issuer (MV)	5.0	2.3	Compliant	
Max Maturity (Years)	5	1	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.4	Compliant	
Max % Issuer (MV)	30.0	13.4	Compliant	
Max Callables (MV)	20.0	13.4	Compliant	
Max Maturity (Years)	5	1	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.1	Compliant	
Max % Issuer (MV)	20.0	0.1	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	77.6	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of October 31, 2025

Maturities / Calls

Month to Date	**(14,875,000.00)**
Fiscal Year to Date	**(55,635,000.00)**

Principal Paydowns

Month to Date	**(21,382.63)**
Fiscal Year to Date	**(82,934.33)**

Purchases

Month to Date	**30,074,787.73**
Fiscal Year to Date	**111,826,584.36**

Sales

Month to Date	**(15,165,664.56)**
Fiscal Year to Date	**(55,976,168.30)**

Interest Received

Month to Date	**12,740.54**
Fiscal Year to Date	**132,481.73**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	21,942,461.41	21,683,876.68
Maturities/Calls	(14,875,000.00)	(55,635,000.00)
Principal Paydowns	(21,382.63)	(82,934.33)
Purchases	30,074,787.73	111,826,584.36
Sales	(15,165,664.56)	(55,976,168.30)
Change in Cash, Payables, Receivables	1,531.90	380.42
Amortization/Accretion	49,061.72	189,056.75
Realized Gain (Loss)	(0.00)	(0.01)
Ending Book Value	22,005,795.57	22,005,795.57

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	21,904,117.88	21,622,793.03
Maturities/Calls	(14,875,000.00)	(55,635,000.00)
Principal Paydowns	(21,382.63)	(82,934.33)
Purchases	30,074,787.73	111,826,584.36
Sales	(15,165,664.56)	(55,976,168.30)
Change in Cash, Payables, Receivables	1,531.90	380.42
Amortization/Accretion	49,061.72	189,056.75
Change in Net Unrealized Gain (Loss)	2,958.55	25,698.66
Realized Gain (Loss)	(0.00)	(0.01)
Ending Market Value	21,970,410.58	21,970,410.58

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	3,354.00	08/08/2023 5.36%	3,353.59 3,353.87	100.04 4.52%	3,355.41 5.51	0.02% 1.55	NA/AAA AAA	1.05 0.05
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	20,961.82	07/12/2023 5.47%	20,958.11 20,959.96	100.63 4.09%	21,094.16 19.11	0.10% 134.20	NA/AAA AAA	2.32 0.44
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	147,973.71	09/12/2023 5.55%	147,963.54 147,968.17	100.87 4.08%	149,256.64 360.40	0.68% 1,288.47	Aaa/NA AAA	2.54 0.59
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	29,928.66	07/11/2023 5.51%	29,927.50 29,928.04	100.71 4.13%	30,140.01 67.96	0.14% 211.97	Aaa/AAA NA	2.63 0.51
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,997.20	101.07 4.00%	217,303.73 499.76	0.99% 2,306.52	NA/AAA AAA	0.87 0.83
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,994.70	101.01 3.91%	85,858.76 163.63	0.39% 864.06	Aaa/NA AAA	4.13 1.33
Total ABS		**502,218.19**	**5.34%**	**502,186.81 502,201.93**	**100.95 4.02%**	**507,008.71 1,116.37**	**2.31% 4,806.77**		**2.08 0.80**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.44 3.75%	2,953,200.00 6,716.67	13.44% (46,800.00)	Aa1/AA+ AA+	1.41 1.36
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.44 3.75%**	**2,953,200.00 6,716.67**	**13.44% (46,800.00)**		**1.41 1.36**
CASH									
CCYUSD	Receivable	3,551.30	--	3,551.30 3,551.30	1.00 0.00%	3,551.30 0.00	0.02% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**3,551.30**		**3,551.30 3,551.30**	**1.00 0.00%**	**3,551.30 0.00**	**0.02% 0.00**		**0.00 0.00**
CORPORATE									
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00	02/24/2025 4.49%	261,326.00 260,287.72	100.15 4.23%	260,381.68 4,127.76	1.19% 93.96	A2/A- AA-	0.19 0.18
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00	03/19/2025 4.53%	220,712.80 220,166.72	100.10 4.32%	220,225.06 3,388.00	1.00% 58.34	A3/A- NA	0.19 0.18
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 497,716.62	99.68 4.00%	498,422.00 2,535.83	2.27% 705.38	Aa2/AA- NA	0.33 0.32

HOLDINGS REPORT

City of Banning | Account #11089 | As of October 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 219,335.42	97.79 4.07%	220,019.63 560.63	1.00% 684.21	A3/A- A	0.78 0.76
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 252,133.31	101.19 3.99%	252,973.50 5,074.51	1.15% 840.19	Aa2/AA- AA	1.10 0.96
Total Corporate		**1,455,000.00**	**4.47%**	**1,432,299.80** **1,449,639.78**	**99.81** **4.10%**	**1,452,021.87** **15,686.73**	**6.61%** **2,382.08**		**0.49** **0.45**
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	16,424.55	-- 3.51%	16,424.55 16,424.55	1.00 3.51%	16,424.55 0.00	0.07% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**16,424.55**	**3.51%**	**16,424.55** **16,424.55**	**1.00** **3.51%**	**16,424.55** **0.00**	**0.07%** **0.00**		**0.00** **0.00**
US TREASURY									
912797RM1	UNITED STATES TREASURY 11/04/2025	15,100,000.00	-- 4.08%	15,057,278.28 15,094,944.77	99.99 3.87%	15,098,399.40 0.00	68.72% 3,454.63	P-1/A-1+ F1+	0.01 0.00
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00	12/30/2024 4.24%	400,859.38 400,037.72	100.01 3.99%	400,055.60 8,315.22	1.82% 17.88	Aa1/AA+ AA+	0.04 0.03
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00	03/12/2025 4.18%	297,246.09 299,695.18	99.91 4.02%	299,736.00 3,629.10	1.36% 40.82	Aa1/AA+ AA+	0.08 0.07
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00	02/10/2025 4.26%	339,256.25 339,893.40	100.00 3.92%	340,006.46 5,165.03	1.55% 113.06	Aa1/AA+ AA+	0.12 0.11
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 499,616.46	99.99 3.90%	499,931.50 5,738.79	2.28% 315.04	Aa1/AA+ AA+	0.21 0.20
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00	03/19/2025 4.18%	399,343.75 399,790.47	100.02 3.90%	400,075.20 3,391.30	1.82% 284.73	Aa1/AA+ AA+	0.29 0.28
Total US Treasury		**17,040,000.00**	**4.10%**	**16,989,120.47** **17,033,978.00**	**99.99** **3.88%**	**17,038,204.16** **26,239.44**	**77.55%** **4,226.16**		**0.03** **0.02**
Total Portfolio		**22,017,194.04**	**3.95%**	**21,943,582.93** **22,005,795.57**	**99.70** **3.88%**	**21,970,410.58** **49,759.20**	**100.00%** **(35,384.99)**		**0.29** **0.25**
Total Market Value + Accrued						**22,020,169.78**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/01/2025	31846V401	2,019.40	FIRST AMER:GVT OBLG D	1.000	3.61%	(2,019.40)	0.00	(2,019.40)	0.00
Purchase	10/07/2025	31846V401	14,300,000.00	FIRST AMER:GVT OBLG D	1.000	3.58%	(14,300,000.00)	0.00	(14,300,000.00)	0.00
Purchase	10/09/2025	912797RM1	14,400,000.00	UNITED STATES TREASURY 11/04/2025	99.710	4.09%	(14,358,212.78)	0.00	(14,358,212.78)	0.00
Purchase	10/10/2025	31846V401	108,386.28	FIRST AMER:GVT OBLG D	1.000	3.56%	(108,386.28)	0.00	(108,386.28)	0.00
Purchase	10/15/2025	31846V401	584,374.54	FIRST AMER:GVT OBLG D	1.000	3.59%	(584,374.54)	0.00	(584,374.54)	0.00
Purchase	10/15/2025	31846V401	11,759.67	FIRST AMER:GVT OBLG D	1.000	3.59%	(11,759.67)	0.00	(11,759.67)	0.00
Purchase	10/16/2025	31846V401	2,971.81	FIRST AMER:GVT OBLG D	1.000	3.63%	(2,971.81)	0.00	(2,971.81)	0.00
Purchase	10/20/2025	31846V401	5,697.61	FIRST AMER:GVT OBLG D	1.000	3.61%	(5,697.61)	0.00	(5,697.61)	0.00
Purchase	10/23/2025	912797RM1	700,000.00	UNITED STATES TREASURY 11/04/2025	99.867	4.07%	(699,065.50)	0.00	(699,065.50)	0.00
Purchase	10/27/2025	31846V401	2,300.14	FIRST AMER:GVT OBLG D	1.000	3.61%	(2,300.14)	0.00	(2,300.14)	0.00
Total Purchase			**30,117,509.45**				**(30,074,787.73)**	**0.00**	**(30,074,787.73)**	**0.00**
TOTAL ACQUISITIONS			**30,117,509.45**				**(30,074,787.73)**	**0.00**	**(30,074,787.73)**	**0.00**
DISPOSITIONS										
Maturity	10/07/2025	912797RB5	(14,300,000.00)	UNITED STATES TREASURY 10/07/2025	100.000	4.15%	14,300,000.00	0.00	14,300,000.00	(0.00)
Maturity	10/15/2025	009158BB1	(275,000.00)	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	100.000	4.51%	275,000.00	0.00	275,000.00	0.00
Maturity	10/15/2025	91282CFP1	(300,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	100.000	4.19%	300,000.00	0.00	300,000.00	0.00
Total Maturity			**(14,875,000.00)**				**14,875,000.00**	**0.00**	**14,875,000.00**	**(0.00)**
Sale	10/09/2025	31846V401	(14,466,599.06)	FIRST AMER:GVT OBLG D	1.000	3.56%	14,466,599.06	0.00	14,466,599.06	0.00
Sale	10/23/2025	31846V401	(699,065.50)	FIRST AMER:GVT OBLG D	1.000	3.60%	699,065.50	0.00	699,065.50	0.00
Total Sale			**(15,165,664.56)**				**15,165,664.56**	**0.00**	**15,165,664.56**	**0.00**
TOTAL DISPOSITIONS			**(30,040,664.56)**				**30,040,664.56**	**0.00**	**30,040,664.56**	**(0.00)**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Coupon	10/15/2025	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	726.13	0.00	726.13	0.00
Coupon	10/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	10/15/2025	009158BB1	0.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025		4.51%	2,062.50	0.00	2,062.50	0.00
Coupon	10/15/2025	91282CFP1	0.00	UNITED STATES TREASURY 4.25 10/15/2025		4.19%	6,375.00	0.00	6,375.00	0.00
Coupon	10/16/2025	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	147.27	0.00	147.27	0.00
Coupon	10/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	10/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	40.40	0.00	40.40	0.00
Coupon	10/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	105.55	0.00	105.55	0.00
Total Coupon			**0.00**				**10,721.14**	**0.00**	**10,721.14**	**0.00**
Dividend	10/31/2025	31846V401	0.00	FIRST AMER:GVT OBLG D		3.53%	3,551.30	0.00	3,551.30	0.00
Total Dividend			**0.00**				**3,551.30**	**0.00**	**3,551.30**	**0.00**
Principal Paydown	10/15/2025	47787CAC7	11,033.54	JDOT 2023-C A3 5.48 05/15/2028		5.55%	11,033.54	--	11,033.54	(0.00)
Principal Paydown	10/16/2025	36267KAD9	2,497.29	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,497.29	--	2,497.29	(0.00)
Principal Paydown	10/20/2025	379929AD4	5,657.21	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	5,657.21	--	5,657.21	0.00
Principal Paydown	10/25/2025	05592XAD2	2,194.59	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	2,194.59	--	2,194.59	0.00
Total Principal Paydown			**21,382.63**				**21,382.63**	**--**	**21,382.63**	**(0.00)**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL OTHER TRANSACTIONS			**21,382.63**				**35,655.07**	**0.00**	**35,655.07**	**(0.00)**

INCOME EARNED

City of Banning | Account #11089 | As of October 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	16,424.55	164,579.66 15,017,509.45 (15,165,664.56) 16,424.55	0.00 2,019.40 0.00 2,019.40	0.00 0.00 0.00 2,019.40	2,019.40
912797RB5	UNITED STATES TREASURY 10/07/2025	09/09/2025 09/10/2025 0.00	14,290,270.06 0.00 (14,300,000.00) 0.00	0.00 0.00 0.00 0.00	9,729.94 0.00 9,729.94 9,729.94	9,729.94
912797RM1	UNITED STATES TREASURY 11/04/2025	15,100,000.00	0.00 15,057,278.28 0.00 15,094,944.77	0.00 0.00 0.00 0.00	37,666.49 0.00 37,666.49 37,666.49	37,666.49
CCYUSD	Receivable	3,551.30	2,019.40 0.00 0.00 3,551.30	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**15,119,975.85**	**14,456,869.12 30,074,787.73 (29,465,664.56) 15,114,920.62**	**0.00 2,019.40 0.00 2,019.40**	**47,396.44 0.00 47,396.44 49,415.84**	**49,415.84**
FIXED INCOME						
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	11/12/2024 11/13/2024 0.00	274,691.54 0.00 (275,000.00) 0.00	1,902.08 2,062.50 0.00 160.42	308.46 0.00 308.46 468.88	468.88
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,996.93 0.00 0.00 214,997.20	499.76 937.04 499.76 937.04	0.27 0.00 0.27 937.31	937.31
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	03/19/2025 03/20/2025 220,000.00	220,241.63 0.00 0.00 220,166.72	2,480.50 0.00 3,388.00 907.50	0.00 (74.90) (74.90) 832.60	832.60

INCOME EARNED

City of Banning | Account #11089 | As of October 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 20,961.82	23,154.27 0.00 (2,194.59) 20,959.96	21.11 105.55 19.11 103.55	0.27 0.00 0.27 103.82	103.82
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	497,126.74 0.00 0.00 497,716.62	1,267.92 0.00 2,535.83 1,267.92	589.87 0.00 589.87 1,857.79	1,857.79
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	216.67 0.00 6,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 29,928.66	32,425.26 0.00 (2,497.29) 29,928.04	73.63 147.27 67.96 141.60	0.07 0.00 0.07 141.67	141.67
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,994.59 0.00 0.00 84,994.70	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/11/2023 3,354.00	9,010.83 0.00 (5,657.21) 3,353.87	14.81 40.40 5.51 31.10	0.25 0.00 0.25 31.35	31.35
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 147,973.71	159,001.10 0.00 (11,033.54) 147,968.17	387.27 726.13 360.40 699.26	0.61 0.00 0.61 699.87	699.87
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	252,311.09 0.00 0.00 252,133.31	4,009.93 0.00 5,074.51 1,064.58	0.00 (177.78) (177.78) 886.81	886.81
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	218,719.27 0.00 0.00 219,335.42	345.00 0.00 560.63 215.63	616.15 0.00 616.15 831.77	831.77

INCOME EARNED

City of Banning | Account #11089 | As of October 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	02/24/2025 02/25/2025 260,000.00	260,416.98 0.00 0.00 260,287.72	3,022.11 0.00 4,127.76 1,105.65	0.00 (129.26) (129.26) 976.39	976.39
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	03/12/2025 03/13/2025 300,000.00	299,369.33 0.00 0.00 299,695.18	2,898.57 0.00 3,629.10 730.53	325.84 0.00 325.84 1,056.38	1,056.38
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	03/12/2025 03/13/2025 0.00	300,006.08 0.00 (300,000.00) 0.00	5,887.30 6,375.00 0.00 487.70	0.00 (6.08) (6.08) 481.63	481.63
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	12/30/2024 12/31/2024 400,000.00	400,121.23 0.00 0.00 400,037.72	6,798.91 0.00 8,315.22 1,516.30	0.00 (83.51) (83.51) 1,432.79	1,432.79
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	02/10/2025 02/11/2025 340,000.00	339,818.30 0.00 0.00 339,893.40	4,013.11 0.00 5,165.03 1,151.91	75.10 0.00 75.10 1,227.01	1,227.01
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 500,000.00	499,457.93 0.00 0.00 499,616.46	4,106.66 0.00 5,738.79 1,632.13	158.53 0.00 158.53 1,790.66	1,790.66
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	03/19/2025 03/20/2025 400,000.00	399,729.20 0.00 0.00 399,790.47	2,043.48 0.00 3,391.30 1,347.83	61.28 0.00 61.28 1,409.10	1,409.10
Total Fixed Income		**6,897,218.19**	**7,485,592.30** **0.00** **(596,382.63)** **6,890,874.95**	**40,152.44** **10,721.14** **49,759.20** **20,327.90**	**2,136.82** **(471.53)** **1,665.28** **21,993.18**	**21,993.18**
TOTAL PORTFOLIO		**22,017,194.04**	**21,942,461.41** **30,074,787.73** **(30,062,047.19)** **22,005,795.57**	**40,152.44** **12,740.54** **49,759.20** **22,347.30**	**49,533.25** **(471.53)** **49,061.72** **71,409.02**	**71,409.02**

CASH FLOW REPORT

City of Banning | Account #11089 | As of October 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
NOVEMBER 2025							
11/04/2025	Final Maturity	912797RM1	15,100,000.00	UNITED STATES TREASURY 11/04/2025	15,100,000.00		15,100,000.00
11/17/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
11/17/2025	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		141.88	141.88
11/17/2025	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	2,188.92		2,188.92
11/17/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
11/17/2025	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		679.79	679.79
11/17/2025	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	10,381.03		10,381.03
11/17/2025	Coupon	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025		9,000.00	9,000.00
11/17/2025	Final Maturity	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00		400,000.00
11/20/2025	Coupon	379929AD4	3,354.00	GMALT 2023-3 A3 5.38 11/20/2026		15.81	15.81
11/20/2025	Effective Maturity	379929AD4	3,354.00	GMALT 2023-3 A3 5.38 11/20/2026	3,526.53		3,526.53
11/25/2025	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		95.55	95.55
11/25/2025	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,756.79		1,756.79
November 2025 Total					**15,517,853.27**	**11,197.33**	**15,529,050.59**
DECEMBER 2025							
12/01/2025	Coupon	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025		4,312.50	4,312.50
12/01/2025	Final Maturity	9128285N6	300,000.00	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00		300,000.00
12/08/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
12/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
12/15/2025	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		632.38	632.38
12/15/2025	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	7,819.97		7,819.97
12/15/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00
12/15/2025	Final Maturity	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00		340,000.00
12/16/2025	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		131.94	131.94
12/16/2025	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,877.52		1,877.52
12/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
12/25/2025	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		87.54	87.54
12/25/2025	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,671.82		1,671.82
December 2025 Total					**651,369.31**	**19,616.16**	**670,985.47**

CASH FLOW REPORT

City of Banning | Account #11089 | As of October 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JANUARY 2026							
01/09/2026	Coupon	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		5,445.00	5,445.00
01/09/2026	Final Maturity	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00		220,000.00
01/09/2026	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
01/09/2026	Final Maturity	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00		260,000.00
01/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
01/15/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		596.67	596.67
01/15/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	11,316.15		11,316.15
01/15/2026	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/15/2026	Final Maturity	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00		500,000.00
01/16/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		123.41	123.41
01/16/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,844.31		1,844.31
01/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
01/26/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		79.92	79.92
01/26/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,636.37		1,636.37
January 2026 Total					**994,796.83**	**23,830.70**	**1,018,627.53**
FEBRUARY 2026							
02/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
02/16/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		115.04	115.04
02/16/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,823.48		1,823.48
02/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
02/16/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		544.99	544.99
02/16/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	10,300.98		10,300.98
02/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
02/17/2026	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
02/17/2026	Final Maturity	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00		400,000.00
02/25/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		72.46	72.46
02/25/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,614.20		1,614.20

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
February 2026 Total					**413,738.66**	**11,290.54**	**425,029.20**
MARCH 2026							
03/02/2026	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/02/2026	Final Maturity	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00		500,000.00
03/16/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
03/16/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		106.76	106.76
03/16/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,766.71		1,766.71
03/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/16/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		497.95	497.95
03/16/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	8,500.35		8,500.35
03/25/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		65.11	65.11
03/25/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,573.29		1,573.29
03/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
March 2026 Total					**511,840.34**	**48,541.61**	**560,381.95**
APRIL 2026							
04/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
04/15/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		459.14	459.14
04/15/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	10,673.89		10,673.89
04/16/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		98.73	98.73
04/16/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,851.45		1,851.45
04/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/27/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		57.93	57.93
04/27/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,610.04		1,610.04
April 2026 Total					**14,135.38**	**1,880.09**	**16,015.47**
MAY 2026							
05/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
05/15/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		410.39	410.39
05/15/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	11,053.02		11,053.02
05/18/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		90.32	90.32
05/18/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,775.88		1,775.88
05/18/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		50.59	50.59
05/25/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,422.54		1,422.54
May 2026 Total					**14,251.44**	**1,815.60**	**16,067.04**
JUNE 2026							
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		359.92	359.92
06/15/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	9,546.90		9,546.90
06/16/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/25/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		44.11	44.11
06/25/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,398.07		1,398.07
June 2026 Total					**12,691.87**	**8,138.08**	**20,829.95**
JULY 2026							
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		316.32	316.32
07/15/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	10,001.12		10,001.12
07/16/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/27/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		37.74	37.74
07/27/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,367.42		1,367.42
July 2026 Total					**13,081.75**	**1,692.67**	**14,774.43**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54
08/17/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		270.65	270.65
08/17/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	7,208.51		7,208.51
08/25/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		31.50	31.50
08/25/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,254.24		1,254.24
August 2026 Total					**235,128.04**	**2,926.74**	**238,054.77**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00
09/15/2026	Coupon	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028		237.73	237.73
09/15/2026	Principal Paydown	47787CAC7	147,973.71	JDOT 2023-C A3 5.48 05/15/2028	5,358.44		5,358.44
09/16/2026	Coupon	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	29,928.66	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,468.56		4,468.56
09/25/2026	Coupon	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028		25.79	25.79
09/25/2026	Principal Paydown	05592XAD2	20,961.82	BMWOT 2023-A A3 5.47 02/25/2028	1,221.71		1,221.71
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
September 2026 Total					**227,681.92**	**40,586.79**	**268,268.71**
Grand Total			**36,096,720.21**		**18,606,568.83**	**171,516.29**	**18,778,085.12**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of October 31, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of November 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of November 30, 2025

Portfolio Characteristics

Average Modified Duration	0.22
Average Coupon	0.95%
Average Purchase YTM	3.83%
Average Market YTM	3.87%
Average Credit Quality*	AAA
Average Final Maturity	0.26
Average Life	0.23

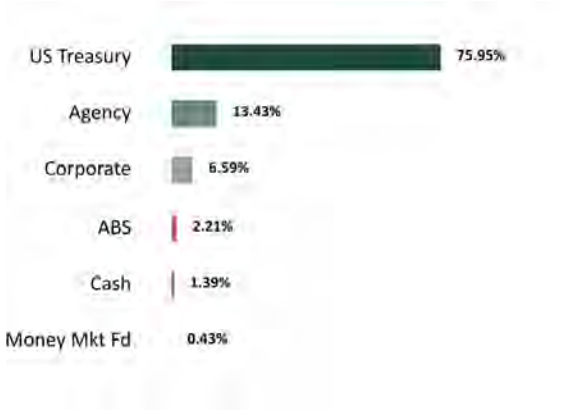
Account Summary

	End Values as of 10/31/2025	End Values as of 11/30/2025
Market Value	21,970,410.58	22,038,204.05
Accrued Interest	49,759.20	52,831.10
Total Market Value	**22,020,169.78**	**22,091,035.15**
Income Earned	71,409.02	65,261.22
Cont/WD	0.00	0.00
Par	22,017,194.04	22,078,485.11
Book Value	22,005,795.57	22,071,830.92
Cost Value	21,943,582.93	22,006,784.81

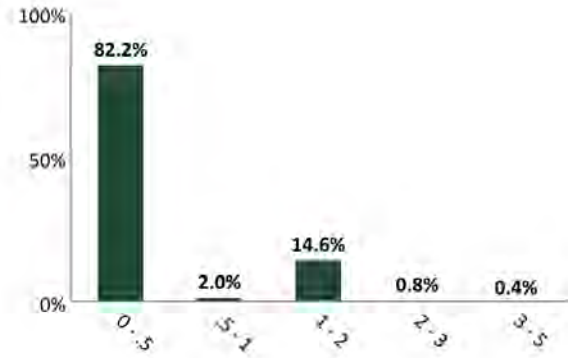
Top Issuers

United States	75.95%
Federal Home Loan Banks	13.43%
Exxon Mobil Corporation	2.26%
The Toronto-Dominion Bank	1.18%
JPMorgan Chase & Co.	1.15%
The PNC Financial Services Group, In	1.00%
American Honda Finance Corporation	1.00%
American Express Credit Master Trust	0.99%

Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.32%	1.03%	4.16%	4.54%	5.09%	--	--	--	5.10%
Benchmark Return	0.33%	1.05%	3.92%	4.38%	4.83%	--	--	--	4.88%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of November 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.2	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	6.6	Compliant	
Max % Issuer (MV)	5.0	2.3	Compliant	
Max Maturity (Years)	5	1	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of November 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.4	Compliant	
Max % Issuer (MV)	30.0	13.4	Compliant	
Max Callables (MV)	20.0	13.4	Compliant	
Max Maturity (Years)	5	1	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Max % Issuer (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of November 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	76.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of November 30, 2025

Maturities / Calls

Month to Date	**(15,800,000.00)**
Fiscal Year to Date	**(71,435,000.00)**

Principal Paydowns

Month to Date	**(20,516.02)**
Fiscal Year to Date	**(103,450.35)**

Purchases

Month to Date	**30,992,546.70**
Fiscal Year to Date	**142,819,131.06**

Sales

Month to Date	**(15,457,292.82)**
Fiscal Year to Date	**(71,433,461.12)**

Interest Received

Month to Date	**14,737.86**
Fiscal Year to Date	**147,219.59**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	22,005,795.57	21,683,876.68
Maturities/Calls	(15,800,000.00)	(71,435,000.00)
Principal Paydowns	(20,516.02)	(103,450.35)
Purchases	30,992,546.70	142,819,131.06
Sales	(15,457,292.82)	(71,433,461.12)
Change in Cash, Payables, Receivables	303,846.03	304,226.45
Amortization/Accretion	47,451.46	236,508.21
Realized Gain (Loss)	(0.00)	(0.01)
Ending Book Value	22,071,830.92	22,071,830.92

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	21,970,410.58	21,622,793.03
Maturities/Calls	(15,800,000.00)	(71,435,000.00)
Principal Paydowns	(20,516.02)	(103,450.35)
Purchases	30,992,546.70	142,819,131.06
Sales	(15,457,292.82)	(71,433,461.12)
Change in Cash, Payables, Receivables	303,846.03	304,226.45
Amortization/Accretion	47,451.46	236,508.21
Change in Net Unrealized Gain (Loss)	1,758.12	27,456.78
Realized Gain (Loss)	(0.00)	(0.01)
Ending Market Value	22,038,204.05	22,038,204.05

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	18,823.65	07/12/2023 5.47%	18,820.32 18,822.04	100.65 3.97%	18,945.76 17.16	0.09% 123.73	NA/AAA AAA	2.24 0.42
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	135,437.62	09/12/2023 5.55%	135,428.31 135,432.71	100.86 3.93%	136,607.80 329.87	0.62% 1,175.09	Aaa/NA AAA	2.46 0.53
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	27,440.89	07/11/2023 5.51%	27,439.83 27,440.34	100.72 4.02%	27,638.38 62.31	0.13% 198.04	Aaa/AAA NA	2.54 0.48
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,997.47	101.07 3.89%	217,292.55 499.76	0.99% 2,295.08	NA/AAA AAA	0.79 0.76
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,994.80	101.00 3.87%	85,853.49 163.63	0.39% 858.68	Aaa/NA AAA	4.05 1.26
Total ABS		**481,702.17**	**5.34%**	**481,672.53 481,687.36**	**100.96 3.91%**	**486,337.98 1,072.72**	**2.21% 4,650.62**		**1.99 0.75**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.63 3.66%	2,959,014.00 13,216.67	13.43% (40,986.00)	Aa1/AA+ AA+	1.33 1.29
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.63 3.66%**	**2,959,014.00 13,216.67**	**13.43% (40,986.00)**		**1.33 1.29**
CASH									
CCYUSD	Receivable	307,397.33	--	307,397.33 307,397.33	1.00 0.00%	307,397.33 0.00	1.39% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**307,397.33**		**307,397.33 307,397.33**	**1.00 0.00%**	**307,397.33 0.00**	**1.39% 0.00**		**0.00 0.00**
CORPORATE									
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00	03/19/2025 4.53%	220,712.80 220,094.23	100.06 4.30%	220,130.46 4,295.50	1.00% 36.23	A3/A- NA	0.11 0.11
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00	02/24/2025 4.49%	261,326.00 260,162.62	100.09 4.15%	260,238.42 5,233.41	1.18% 75.80	A2/A- AA-	0.11 0.11
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 498,287.46	99.77 3.96%	498,826.00 3,803.75	2.26% 538.54	Aa2/AA- NA	0.25 0.25
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 219,931.69	98.07 3.97%	220,660.20 776.25	1.00% 728.51	A3/A- A	0.70 0.68

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 251,961.27	101.11 3.99%	252,767.25 6,139.10	1.15% 805.98	Aa2/AA- AA	1.02 0.89
Total Corporate		**1,455,000.00**	**4.47%**	**1,432,299.80** **1,450,437.28**	**99.84** **4.05%**	**1,452,622.33** **20,248.01**	**6.59%** **2,185.05**		**0.41** **0.38**
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	94,385.61	-- 3.47%	94,385.61 94,385.61	1.00 3.47%	94,385.61 0.00	0.43% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**94,385.61**	**3.47%**	**94,385.61** **94,385.61**	**1.00** **3.47%**	**94,385.61** **0.00**	**0.43%** **0.00**		**0.00** **0.00**
US TREASURY									
912797RR0	UNITED STATES TREASURY 12/02/2025	15,500,000.00	-- 3.93%	15,457,292.82 15,498,337.61	99.99 3.98%	15,498,310.50 0.00	70.32% (27.11)	P-1/A-1+ F1+	0.01 0.00
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00	02/10/2025 4.26%	339,256.25 339,966.08	100.00 3.97%	339,994.90 6,279.78	1.54% 28.82	Aa1/AA+ AA+	0.04 0.04
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 499,769.88	100.00 3.83%	499,993.00 7,318.27	2.27% 223.12	Aa1/AA+ AA+	0.13 0.12
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00	03/19/2025 4.18%	399,343.75 399,849.77	100.04 3.77%	400,148.40 4,695.65	1.82% 298.63	Aa1/AA+ AA+	0.21 0.20
Total US Treasury		**16,740,000.00**	**3.95%**	**16,691,029.54** **16,737,923.34**	**99.99** **3.97%**	**16,738,446.80** **18,293.71**	**75.95%** **523.46**		**0.01** **0.01**
Total Portfolio		**22,078,485.11**	**3.83%**	**22,006,784.81** **22,071,830.92**	**98.02** **3.87%**	**22,038,204.05** **52,831.10**	**100.00%** **(33,626.87)**		**0.26** **0.22**
Total Market Value + Accrued						**22,091,035.15**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of November 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/03/2025	31846V401	3,551.30	FIRST AMER:GVT OBLG D	1.000	3.53%	(3,551.30)	0.00	(3,551.30)	0.00
Purchase	11/04/2025	31846V401	15,100,000.00	FIRST AMER:GVT OBLG D	1.000	3.54%	(15,100,000.00)	0.00	(15,100,000.00)	0.00
Purchase	11/06/2025	912797RR0	15,100,000.00	UNITED STATES TREASURY 12/02/2025	99.721	3.93%	(15,057,893.65)	0.00	(15,057,893.65)	0.00
Purchase	11/17/2025	31846V401	16,162.78	FIRST AMER:GVT OBLG D	1.000	3.42%	(16,162.78)	0.00	(16,162.78)	0.00
Purchase	11/17/2025	31846V401	409,937.04	FIRST AMER:GVT OBLG D	1.000	3.42%	(409,937.04)	0.00	(409,937.04)	0.00
Purchase	11/18/2025	912797RR0	400,000.00	UNITED STATES TREASURY 12/02/2025	99.850	3.92%	(399,399.17)	0.00	(399,399.17)	0.00
Purchase	11/20/2025	31846V401	15.04	FIRST AMER:GVT OBLG D	1.000	3.39%	(15.04)	0.00	(15.04)	0.00
Purchase	11/20/2025	31846V401	3,354.00	FIRST AMER:GVT OBLG D	1.000	3.39%	(3,354.00)	0.00	(3,354.00)	0.00
Purchase	11/25/2025	31846V401	2,233.72	FIRST AMER:GVT OBLG D	1.000	3.42%	(2,233.72)	0.00	(2,233.72)	0.00
Total Purchase			**31,035,253.88**				**(30,992,546.70)**	**0.00**	**(30,992,546.70)**	**0.00**
TOTAL ACQUISITIONS			**31,035,253.88**				**(30,992,546.70)**	**0.00**	**(30,992,546.70)**	**0.00**
DISPOSITIONS										
Maturity	11/04/2025	912797RM1	(15,100,000.00)	UNITED STATES TREASURY 11/04/2025	100.000	4.08%	15,100,000.00	0.00	15,100,000.00	0.00
Maturity	11/15/2025	91282CFW6	(400,000.00)	UNITED STATES TREASURY 4.5 11/15/2025	100.000	4.24%	400,000.00	0.00	400,000.00	0.00
Maturity	11/30/2025	9128285N6	(300,000.00)	UNITED STATES TREASURY 2.875 11/30/2025	100.000	4.18%	300,000.00	0.00	300,000.00	0.00
Total Maturity			**(15,800,000.00)**				**15,800,000.00**	**0.00**	**15,800,000.00**	**0.00**
Sale	11/06/2025	31846V401	(15,057,893.65)	FIRST AMER:GVT OBLG D	1.000	3.43%	15,057,893.65	0.00	15,057,893.65	0.00
Sale	11/18/2025	31846V401	(399,399.17)	FIRST AMER:GVT OBLG D	1.000	3.43%	399,399.17	0.00	399,399.17	0.00
Total Sale			**(15,457,292.82)**				**15,457,292.82**	**0.00**	**15,457,292.82**	**0.00**
TOTAL DISPOSITIONS			**(31,257,292.82)**				**31,257,292.82**	**0.00**	**31,257,292.82**	**0.00**
OTHER TRANSACTIONS										

TRANSACTION LEDGER

City of Banning | Account #11089 | As of November 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	11/15/2025	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	675.75	0.00	675.75	0.00
Coupon	11/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	11/15/2025	91282CFW6	0.00	UNITED STATES TREASURY 4.5 11/15/2025		4.24%	9,000.00	0.00	9,000.00	0.00
Coupon	11/16/2025	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	135.93	0.00	135.93	0.00
Coupon	11/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	11/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	15.04	0.00	15.04	0.00
Coupon	11/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	95.55	0.00	95.55	0.00
Coupon	11/30/2025	9128285N6	0.00	UNITED STATES TREASURY 2.875 11/30/2025		4.18%	4,312.50	0.00	4,312.50	0.00
Total Coupon			**0.00**				**15,499.06**	**0.00**	**15,499.06**	**0.00**
Dividend	11/30/2025	31846V401	0.00	FIRST AMER:GVT OBLG D		3.49%	3,084.83	0.00	3,084.83	0.00
Total Dividend			**0.00**				**3,084.83**	**0.00**	**3,084.83**	**0.00**
Principal Paydown	11/15/2025	47787CAC7	12,536.09	JDOT 2023-C A3 5.48 05/15/2028		5.55%	12,536.09	--	12,536.09	(0.00)
Principal Paydown	11/16/2025	36267KAD9	2,487.76	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,487.76	--	2,487.76	(0.00)
Principal Paydown	11/20/2025	379929AD4	3,354.00	GMALT 2023-3 A3 5.38 11/20/2026		5.36%	3,354.00	--	3,354.00	0.00
Principal Paydown	11/25/2025	05592XAD2	2,138.17	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	2,138.17	--	2,138.17	(0.00)
Total Principal Paydown			**20,516.02**				**20,516.02**	**--**	**20,516.02**	**(0.00)**
TOTAL OTHER TRANSACTIONS			**20,516.02**				**39,099.91**	**0.00**	**39,099.91**	**(0.00)**

INCOME EARNED

City of Banning | Account #11089 | As of November 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	94,385.61	16,424.55 15,535,253.88 (15,457,292.82) 94,385.61	0.00 3,551.30 0.00 3,551.30	0.00 0.00 0.00 3,551.30	3,551.30
912797RM1	UNITED STATES TREASURY 11/04/2025	0.00	15,094,944.77 0.00 (15,100,000.00) 0.00	0.00 0.00 0.00 0.00	5,055.23 0.00 5,055.23 5,055.23	5,055.23
912797RR0	UNITED STATES TREASURY 12/02/2025	15,500,000.00	0.00 15,457,292.82 0.00 15,498,337.61	0.00 0.00 0.00 0.00	41,044.79 0.00 41,044.79 41,044.79	41,044.79
CCYUSD	Receivable	307,397.33	3,551.30 0.00 0.00 307,397.33	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**15,901,782.94**	**15,114,920.62** **30,992,546.70** **(30,557,292.82)** **15,900,120.55**	**0.00** **3,551.30** **0.00** **3,551.30**	**46,100.02** **0.00** **46,100.02** **49,651.32**	**49,651.32**
FIXED INCOME						
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,997.20 0.00 0.00 214,997.47	499.76 937.04 499.76 937.04	0.26 0.00 0.26 937.30	937.30
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	03/19/2025 03/20/2025 220,000.00	220,166.72 0.00 0.00 220,094.23	3,388.00 0.00 4,295.50 907.50	0.00 (72.49) (72.49) 835.01	835.01
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 18,823.65	20,959.96 0.00 (2,138.17) 18,822.04	19.11 95.55 17.16 93.60	0.25 0.00 0.25 93.85	93.85

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	497,716.62 0.00 0.00 498,287.46	2,535.83 0.00 3,803.75 1,267.92	570.85 0.00 570.85 1,838.76	1,838.76
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	6,716.67 0.00 13,216.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 27,440.89	29,928.04 0.00 (2,487.76) 27,440.34	67.96 135.93 62.31 130.28	0.07 0.00 0.07 130.35	130.35
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,994.70 0.00 0.00 84,994.80	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/11/2023 0.00	3,353.87 0.00 (3,354.00) 0.00	5.51 15.04 0.00 9.53	0.13 0.00 0.13 9.66	9.66
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 135,437.62	147,968.17 0.00 (12,536.09) 135,432.71	360.40 675.75 329.87 645.22	0.63 0.00 0.63 645.85	645.85
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	252,133.31 0.00 0.00 251,961.27	5,074.51 0.00 6,139.10 1,064.58	0.00 (172.04) (172.04) 892.54	892.54
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	219,335.42 0.00 0.00 219,931.69	560.63 0.00 776.25 215.63	596.27 0.00 596.27 811.90	811.90
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	02/24/2025 02/25/2025 260,000.00	260,287.72 0.00 0.00 260,162.62	4,127.76 0.00 5,233.41 1,105.65	0.00 (125.09) (125.09) 980.56	980.56

INCOME EARNED

City of Banning | Account #11089 | As of November 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	03/12/2025 03/13/2025 0.00	299,695.18 0.00 (300,000.00) 0.00	3,629.10 0.00 0.00 (3,629.10)	304.82 0.00 304.82 (3,324.28)	(3,324.28)
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	12/30/2024 12/31/2024 0.00	400,037.72 0.00 (400,000.00) 0.00	8,315.22 9,000.00 0.00 684.78	0.00 (37.72) (37.72) 647.07	647.07
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	02/10/2025 02/11/2025 340,000.00	339,893.40 0.00 0.00 339,966.08	5,165.03 0.00 6,279.78 1,114.75	72.68 0.00 72.68 1,187.43	1,187.43
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 500,000.00	499,616.46 0.00 0.00 499,769.88	5,738.79 0.00 7,318.27 1,579.48	153.42 0.00 153.42 1,732.90	1,732.90
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	03/19/2025 03/20/2025 400,000.00	399,790.47 0.00 0.00 399,849.77	3,391.30 0.00 4,695.65 1,304.35	59.30 0.00 59.30 1,363.65	1,363.65
Total Fixed Income		**6,176,702.17**	**6,890,874.95** **0.00** **(720,516.02)** **6,171,710.37**	**49,759.20** **11,186.56** **52,831.10** **14,258.46**	**1,758.79** **(407.34)** **1,351.45** **15,609.91**	**15,609.91**
TOTAL PORTFOLIO		**22,078,485.11**	**22,005,795.57** **30,992,546.70** **(31,277,808.84)** **22,071,830.92**	**49,759.20** **14,737.86** **52,831.10** **17,809.76**	**47,858.80** **(407.34)** **47,451.46** **65,261.22**	**65,261.22**

CASH FLOW REPORT

City of Banning | Account #11089 | As of November 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
DECEMBER 2025							
12/01/2025	Coupon	9128285N6	0.00	UNITED STATES TREASURY 2.875 11/30/2025		4,312.50	4,312.50
12/01/2025	Maturity	9128285N6	(300,000.00)	UNITED STATES TREASURY 2.875 11/30/2025	300,000.00		300,000.00
12/01/2025	Dividend	31846V401	0.00	FIRST AMER:GVT OBLG D	3,084.83		3,084.83
12/02/2025	Final Maturity	912797RR0	15,500,000.00	UNITED STATES TREASURY 12/02/2025	15,500,000.00		15,500,000.00
12/08/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
12/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
12/15/2025	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		632.38	632.38
12/15/2025	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	7,819.97		7,819.97
12/15/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00
12/15/2025	Final Maturity	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00		340,000.00
12/16/2025	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		131.94	131.94
12/16/2025	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,877.52		1,877.52
12/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
12/25/2025	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		85.80	85.80
12/25/2025	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,642.13		1,642.13
December 2025 Total					**16,154,424.45**	**19,614.42**	**16,174,038.87**
JANUARY 2026							
01/09/2026	Coupon	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		5,445.00	5,445.00
01/09/2026	Final Maturity	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00		220,000.00
01/09/2026	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
01/09/2026	Final Maturity	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00		260,000.00
01/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
01/15/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		596.67	596.67
01/15/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	11,316.15		11,316.15
01/15/2026	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/15/2026	Final Maturity	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00		500,000.00
01/16/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		123.41	123.41
01/16/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,844.31		1,844.31

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
01/26/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		78.32	78.32
01/26/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,611.82		1,611.82
January 2026 Total					**994,772.28**	**23,829.10**	**1,018,601.37**
FEBRUARY 2026							
02/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
02/16/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		115.04	115.04
02/16/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,823.48		1,823.48
02/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
02/16/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		544.99	544.99
02/16/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	10,300.98		10,300.98
02/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
02/17/2026	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
02/17/2026	Final Maturity	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00		400,000.00
02/25/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		70.97	70.97
02/25/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,586.93		1,586.93
February 2026 Total					**413,711.39**	**11,289.05**	**425,000.44**
MARCH 2026							
03/02/2026	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/02/2026	Final Maturity	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00		500,000.00
03/16/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
03/16/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		106.76	106.76
03/16/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,766.71		1,766.71
03/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/16/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		497.95	497.95
03/16/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	8,500.35		8,500.35
03/25/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		63.74	63.74
03/25/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,547.69		1,547.69
03/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
March 2026 Total					**511,814.75**	**48,540.24**	**560,354.99**

CASH FLOW REPORT

City of Banning | Account #11089 | As of November 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
APRIL 2026							
04/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
04/15/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		459.14	459.14
04/15/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	10,673.89		10,673.89
04/16/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		98.73	98.73
04/16/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,851.45		1,851.45
04/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/27/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		56.68	56.68
04/27/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,583.98		1,583.98
April 2026 Total					**14,109.32**	**1,878.84**	**15,988.16**
MAY 2026							
05/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
05/15/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		410.39	410.39
05/15/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	11,053.02		11,053.02
05/18/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		90.32	90.32
05/18/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,775.88		1,775.88
05/18/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/25/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		49.46	49.46
05/25/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,400.03		1,400.03
May 2026 Total					**14,228.92**	**1,814.47**	**16,043.39**
JUNE 2026							
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		359.92	359.92
06/15/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	9,546.90		9,546.90
06/16/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/25/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		43.08	43.08
06/25/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,375.95		1,375.95
June 2026 Total					**12,669.76**	**8,137.05**	**20,806.81**
JULY 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		316.32	316.32
07/15/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	10,001.12		10,001.12
07/16/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/27/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		36.81	36.81
07/27/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,345.80		1,345.80
July 2026 Total					**13,060.13**	**1,691.74**	**14,751.87**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54
08/17/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		270.65	270.65
08/17/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	7,208.51		7,208.51
08/25/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		30.67	30.67
08/25/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,309.84		1,309.84
August 2026 Total					**235,183.64**	**2,925.91**	**238,109.55**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00
09/15/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		237.73	237.73
09/15/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	5,358.44		5,358.44
09/16/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,356.12		4,356.12

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		24.70	24.70
09/25/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,202.88		1,202.88
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
September 2026 Total					**227,550.66**	**40,585.70**	**268,136.36**
OCTOBER 2026							
10/15/2026	Coupon	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028		213.26	213.26
10/15/2026	Principal Paydown	47787CAC7	135,437.62	JDOT 2023-C A3 5.48 05/15/2028	6,350.10		6,350.10
10/16/2026	Coupon	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028		51.56	51.56
10/16/2026	Principal Paydown	36267KAD9	27,440.89	GMCAR 2023-3 A3 5.45 06/16/2028	1,571.52		1,571.52
10/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		310.48	310.48
10/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,606.31		3,606.31
10/26/2026	Coupon	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028		19.22	19.22
10/26/2026	Principal Paydown	05592XAD2	18,823.65	BMWOT 2023-A A3 5.47 02/25/2028	1,052.33		1,052.33
October 2026 Total					**12,580.27**	**594.52**	**13,174.79**
Grand Total			**34,282,447.67**		**18,604,105.57**	**160,901.04**	**18,765,006.60**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of November 30, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of December 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of December 31, 2025

Portfolio Characteristics

Average Modified Duration	0.23
Average Coupon	0.88%
Average Purchase YTM	3.68%
Average Market YTM	3.62%
Average Credit Quality*	AAA
Average Final Maturity	0.26
Average Life	0.24

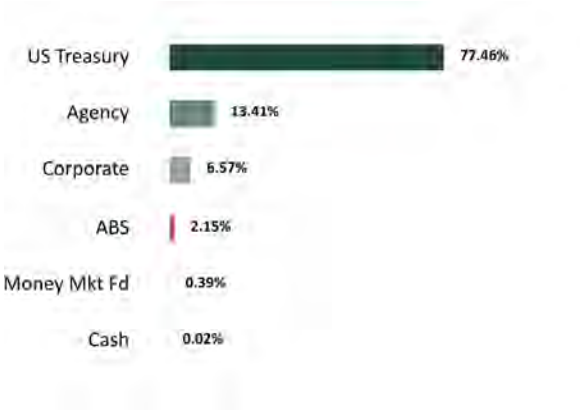
Account Summary

	End Values as of 11/30/2025	End Values as of 12/31/2025
Market Value	22,038,204.05	22,113,039.52
Accrued Interest	52,831.10	54,181.38
Total Market Value	**22,091,035.15**	**22,167,220.90**
Income Earned	65,261.22	72,459.64
Cont/WD	0.00	0.00
Par	22,078,485.11	22,165,953.76
Book Value	22,071,830.92	22,138,916.79
Cost Value	22,006,784.81	22,068,891.19

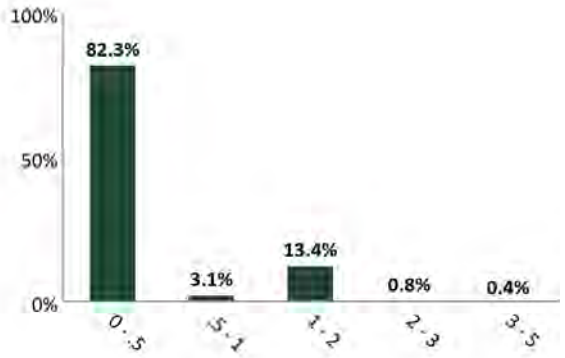
Top Issuers

United States	77.46%
Federal Home Loan Banks	13.41%
Exxon Mobil Corporation	2.26%
The Toronto-Dominion Bank	1.18%
JPMorgan Chase & Co.	1.14%
The PNC Financial Services Group, In	1.00%
American Honda Finance Corporation	1.00%
American Express Credit Master Trust	0.98%

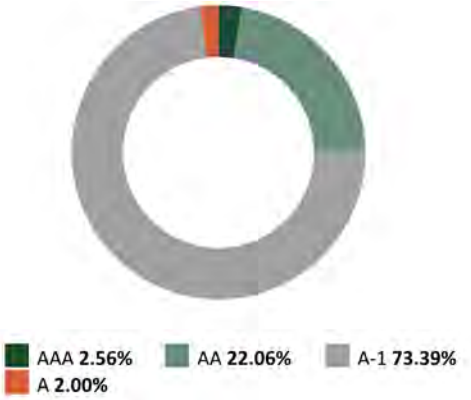
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.34%	1.02%	4.52%	4.52%	4.63%	--	--	--	5.07%
Benchmark Return	0.38%	1.04%	4.32%	4.32%	4.75%	--	--	--	4.87%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.1	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	6.6	Compliant	
Max % Issuer (MV)	5.0	2.3	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.4	Compliant	
Max % Issuer (MV)	30.0	13.4	Compliant	
Max Callables (MV)	20.0	13.4	Compliant	
Max Maturity (Years)	5	1	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Max % Issuer (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of December 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	77.5	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of December 31, 2025

Maturities / Calls

Month to Date	**(15,840,000.00)**
Fiscal Year to Date	**(87,275,000.00)**

Principal Paydowns

Month to Date	**(11,020.96)**
Fiscal Year to Date	**(114,471.31)**

Purchases

Month to Date	**32,354,884.91**
Fiscal Year to Date	**175,174,015.97**

Sales

Month to Date	**(16,181,185.90)**
Fiscal Year to Date	**(87,614,647.02)**

Interest Received

Month to Date	**22,678.05**
Fiscal Year to Date	**169,897.64**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	22,071,830.92	21,683,876.68
Maturities/Calls	(15,840,000.00)	(87,275,000.00)
Principal Paydowns	(11,020.96)	(114,471.31)
Purchases	32,354,884.91	175,174,015.97
Sales	(16,181,185.90)	(87,614,647.02)
Change in Cash, Payables, Receivables	(304,023.49)	202.96
Amortization/Accretion	48,431.31	284,939.52
Realized Gain (Loss)	(0.00)	(0.01)
Ending Book Value	22,138,916.79	22,138,916.79

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	22,038,204.05	21,622,793.03
Maturities/Calls	(15,840,000.00)	(87,275,000.00)
Principal Paydowns	(11,020.96)	(114,471.31)
Purchases	32,354,884.91	175,174,015.97
Sales	(16,181,185.90)	(87,614,647.02)
Change in Cash, Payables, Receivables	(304,023.49)	202.96
Amortization/Accretion	48,431.31	284,939.52
Change in Net Unrealized Gain (Loss)	7,749.60	35,206.38
Realized Gain (Loss)	(0.00)	(0.01)
Ending Market Value	22,113,039.52	22,113,039.52

HOLDINGS REPORT

City of Banning | Account #11089 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	16,977.20	07/12/2023 5.47%	16,974.19 16,975.80	100.60 4.08%	17,079.61 15.48	0.08% 103.81	NA/AAA AAA	2.15 0.42
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	128,400.87	09/12/2023 5.55%	128,392.04 128,396.38	100.89 4.03%	129,546.59 312.73	0.59% 1,150.21	Aaa/NA AAA	2.37 0.59
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	25,303.13	07/11/2023 5.51%	25,302.15 25,302.64	100.72 4.14%	25,485.11 57.46	0.12% 182.47	Aaa/AAA NA	2.46 0.52
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,997.74	100.99 3.84%	217,120.55 499.76	0.98% 2,122.81	NA/AAA AAA	0.71 0.68
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,994.91	101.03 3.89%	85,872.95 163.63	0.39% 878.04	Aaa/NA AAA	3.96 1.32
Total ABS		**470,681.20**	**5.33%**	**470,652.46 470,667.47**	**100.94 3.92%**	**475,104.80 1,049.04**	**2.15% 4,437.33**		**1.89 0.75**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.83 3.57%	2,964,945.00 19,716.67	13.41% (35,055.00)	Aa1/AA+ AA+	1.24 1.20
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.83 3.57%**	**2,964,945.00 19,716.67**	**13.41% (35,055.00)**		**1.24 1.20**
CASH									
CCYUSD	Receivable	3,373.84	--	3,373.84 3,373.84	1.00	3,373.84 0.00	0.02% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**3,373.84**		**3,373.84 3,373.84**	**1.00**	**3,373.84 0.00**	**0.02% 0.00**		**0.00 0.00**
CORPORATE									
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00	03/19/2025 4.53%	220,712.80 220,019.33	100.02 3.94%	220,039.38 5,203.00	1.00% 20.05	A3/A- NA	0.02 0.02
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00	02/24/2025 4.49%	261,326.00 260,033.36	100.01 4.28%	260,036.40 6,339.06	1.18% 3.04	A2/A- AA-	0.02 0.02
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 498,877.34	99.87 3.81%	499,346.00 5,071.67	2.26% 468.66	Aa2/AA- NA	0.16 0.16
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 220,547.84	98.32 3.94%	221,229.23 991.88	1.00% 681.39	A3/A- A	0.62 0.60

HOLDINGS REPORT

City of Banning | Account #11089 | As of December 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 251,783.49	101.08 3.92%	252,696.75 816.18	1.14% 913.26	Aa2/AA- AA	0.94 0.82
Total Corporate		**1,455,000.00**	**4.47%**	**1,432,299.80** **1,451,261.35**	**99.89** **3.95%**	**1,453,347.76** **18,421.78**	**6.57%** **2,086.40**		**0.32** **0.30**
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	86,898.72	-- 3.23%	86,898.72 86,898.72	1.00 3.23%	86,898.72 0.00	0.39% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**86,898.72**	**3.23%**	**86,898.72** **86,898.72**	**1.00** **3.23%**	**86,898.72** **0.00**	**0.39%** **0.00**		**0.00** **0.00**
US TREASURY									
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 499,928.41	100.00 3.69%	500,020.50 8,950.41	2.26% 92.09	Aa1/AA+ AA+	0.04 0.04
912797RJ8	UNITED STATES TREASURY 01/15/2026	16,250,000.00	-- 3.73%	16,181,185.90 16,226,875.95	99.87 3.59%	16,229,232.50 0.00	73.39% 2,356.55	P-1/A-1+ F1+	0.04 0.04
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00	03/19/2025 4.18%	399,343.75 399,911.05	100.03 3.70%	400,116.40 6,043.48	1.81% 205.35	Aa1/AA+ AA+	0.13 0.12
Total US Treasury		**17,150,000.00**	**3.75%**	**17,075,666.37** **17,126,715.40**	**99.88** **3.60%**	**17,129,369.40** **14,993.89**	**77.46%** **2,654.00**		**0.04** **0.04**
Total Portfolio		**22,165,953.76**	**3.68%**	**22,068,891.19** **22,138,916.79**	**99.36** **3.62%**	**22,113,039.52** **54,181.38**	**100.00%** **(25,877.27)**		**0.26** **0.23**
Total Market Value + Accrued						**22,167,220.90**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of December 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2025	31846V401	304,312.50	FIRST AMER:GVT OBLG D	1.000	3.49%	(304,312.50)	0.00	(304,312.50)	0.00
Purchase	12/01/2025	31846V401	3,084.83	FIRST AMER:GVT OBLG D	1.000	3.49%	(3,084.83)	0.00	(3,084.83)	0.00
Purchase	12/02/2025	31846V401	15,500,000.00	FIRST AMER:GVT OBLG D	1.000	3.49%	(15,500,000.00)	0.00	(15,500,000.00)	0.00
Purchase	12/04/2025	912797RJ8	15,850,000.00	UNITED STATES TREASURY 01/15/2026	99.573	3.73%	(15,782,302.01)	0.00	(15,782,302.01)	0.00
Purchase	12/08/2025	31846V401	6,387.50	FIRST AMER:GVT OBLG D	1.000	3.37%	(6,387.50)	0.00	(6,387.50)	0.00
Purchase	12/15/2025	31846V401	347,737.04	FIRST AMER:GVT OBLG D	1.000	3.20%	(347,737.04)	0.00	(347,737.04)	0.00
Purchase	12/15/2025	31846V401	7,655.25	FIRST AMER:GVT OBLG D	1.000	3.20%	(7,655.25)	0.00	(7,655.25)	0.00
Purchase	12/16/2025	31846V401	2,589.64	FIRST AMER:GVT OBLG D	1.000	3.22%	(2,589.64)	0.00	(2,589.64)	0.00
Purchase	12/18/2025	912797RJ8	400,000.00	UNITED STATES TREASURY 01/15/2026	99.721	3.65%	(398,883.89)	0.00	(398,883.89)	0.00
Purchase	12/26/2025	31846V401	1,932.25	FIRST AMER:GVT OBLG D	1.000	3.19%	(1,932.25)	0.00	(1,932.25)	0.00
Total Purchase			**32,423,699.01**				**(32,354,884.91)**	**0.00**	**(32,354,884.91)**	**0.00**
TOTAL ACQUISITIONS			**32,423,699.01**				**(32,354,884.91)**	**0.00**	**(32,354,884.91)**	**0.00**
DISPOSITIONS										
Maturity	12/02/2025	912797RR0	(15,500,000.00)	UNITED STATES TREASURY 12/02/2025	100.000	3.93%	15,500,000.00	0.00	15,500,000.00	0.00
Maturity	12/15/2025	91282CGA3	(340,000.00)	UNITED STATES TREASURY 4.0 12/15/2025	100.000	4.26%	340,000.00	0.00	340,000.00	0.00
Total Maturity			**(15,840,000.00)**				**15,840,000.00**	**0.00**	**15,840,000.00**	**0.00**
Sale	12/04/2025	31846V401	(15,782,302.01)	FIRST AMER:GVT OBLG D	1.000	3.40%	15,782,302.01	0.00	15,782,302.01	0.00
Sale	12/18/2025	31846V401	(398,883.89)	FIRST AMER:GVT OBLG D	1.000	3.20%	398,883.89	0.00	398,883.89	0.00
Total Sale			**(16,181,185.90)**				**16,181,185.90**	**0.00**	**16,181,185.90**	**0.00**
TOTAL DISPOSITIONS			**(32,021,185.90)**				**32,021,185.90**	**0.00**	**32,021,185.90**	**0.00**
OTHER TRANSACTIONS										

TRANSACTION LEDGER

City of Banning | Account #11089 | As of December 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	12/08/2025	48125LRU8	0.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		4.23%	6,387.50	0.00	6,387.50	0.00
Coupon	12/15/2025	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	618.50	0.00	618.50	0.00
Coupon	12/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	12/15/2025	91282CGA3	0.00	UNITED STATES TREASURY 4.0 12/15/2025		4.26%	6,800.00	0.00	6,800.00	0.00
Coupon	12/16/2025	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	124.63	0.00	124.63	0.00
Coupon	12/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	12/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	85.80	0.00	85.80	0.00
Total Coupon			**0.00**				**15,280.72**	**0.00**	**15,280.72**	**0.00**
Dividend	12/31/2025	31846V401	0.00	FIRST AMER:GVT OBLG D		3.25%	3,373.84	0.00	3,373.84	0.00
Total Dividend			**0.00**				**3,373.84**	**0.00**	**3,373.84**	**0.00**
Principal Paydown	12/15/2025	47787CAC7	7,036.75	JDOT 2023-C A3 5.48 05/15/2028		5.55%	7,036.75	--	7,036.75	(0.00)
Principal Paydown	12/16/2025	36267KAD9	2,137.76	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,137.76	--	2,137.76	(0.00)
Principal Paydown	12/25/2025	05592XAD2	1,846.45	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	1,846.45	--	1,846.45	(0.00)
Total Principal Paydown			**11,020.96**				**11,020.96**	**--**	**11,020.96**	**(0.00)**
TOTAL OTHER TRANSACTIONS			**11,020.96**				**29,675.52**	**0.00**	**29,675.52**	**(0.00)**

INCOME EARNED

City of Banning | Account #11089 | As of December 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	86,898.72	94,385.61 16,173,699.01 (16,181,185.90) 86,898.72	0.00 3,084.83 0.00 3,084.83	0.00 0.00 0.00 3,084.83	3,084.83
912797RJ8	UNITED STATES TREASURY 01/15/2026	16,250,000.00	0.00 16,181,185.90 0.00 16,226,875.95	0.00 0.00 0.00 0.00	45,690.05 0.00 45,690.05 45,690.05	45,690.05
912797RR0	UNITED STATES TREASURY 12/02/2025	0.00	15,498,337.61 0.00 (15,500,000.00) 0.00	0.00 0.00 0.00 0.00	1,662.39 0.00 1,662.39 1,662.39	1,662.39
CCYUSD	Receivable	3,373.84	307,397.33 0.00 0.00 3,373.84	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**16,340,272.56**	**15,900,120.55** **32,354,884.91** **(31,681,185.90)** **16,317,148.51**	**0.00** **3,084.83** **0.00** **3,084.83**	**47,352.44** **0.00** **47,352.44** **50,437.27**	**50,437.27**
FIXED INCOME						
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,997.47 0.00 0.00 214,997.74	499.76 937.04 499.76 937.04	0.27 0.00 0.27 937.31	937.31
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	03/19/2025 03/20/2025 220,000.00	220,094.23 0.00 0.00 220,019.33	4,295.50 0.00 5,203.00 907.50	0.00 (74.90) (74.90) 832.60	832.60
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 16,977.20	18,822.04 0.00 (1,846.45) 16,975.80	17.16 85.80 15.48 84.12	0.21 0.00 0.21 84.33	84.33

INCOME EARNED

City of Banning | Account #11089 | As of December 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	498,287.46 0.00 0.00 498,877.34	3,803.75 0.00 5,071.67 1,267.92	589.87 0.00 589.87 1,857.79	1,857.79
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	13,216.67 0.00 19,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 25,303.13	27,440.34 0.00 (2,137.76) 25,302.64	62.31 124.63 57.46 119.78	0.06 0.00 0.06 119.84	119.84
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,994.80 0.00 0.00 84,994.91	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 128,400.87	135,432.71 0.00 (7,036.75) 128,396.38	329.87 618.50 312.73 601.36	0.42 0.00 0.42 601.78	601.78
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	251,961.27 0.00 0.00 251,783.49	6,139.10 6,387.50 816.18 1,064.58	0.00 (177.78) (177.78) 886.81	886.81
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	219,931.69 0.00 0.00 220,547.84	776.25 0.00 991.88 215.63	616.15 0.00 616.15 831.77	831.77
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	02/24/2025 02/25/2025 260,000.00	260,162.62 0.00 0.00 260,033.36	5,233.41 0.00 6,339.06 1,105.65	0.00 (129.26) (129.26) 976.39	976.39
9128285N6	UNITED STATES TREASURY 2.875 11/30/2025	03/12/2025 03/13/2025 0.00	0.00 0.00 0.00 0.00	0.00 4,312.50 0.00 4,312.50	0.00 0.00 0.00 4,312.50	4,312.50

INCOME EARNED

City of Banning | Account #11089 | As of December 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	02/10/2025 02/11/2025 0.00	339,966.08 0.00 (340,000.00) 0.00	6,279.78 6,800.00 0.00 520.22	33.92 0.00 33.92 554.14	554.14
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 500,000.00	499,769.88 0.00 0.00 499,928.41	7,318.27 0.00 8,950.41 1,632.13	158.53 0.00 158.53 1,790.66	1,790.66
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	03/19/2025 03/20/2025 400,000.00	399,849.77 0.00 0.00 399,911.05	4,695.65 0.00 6,043.48 1,347.83	61.28 0.00 61.28 1,409.10	1,409.10
Total Fixed Income		**5,825,681.20**	**6,171,710.37** **0.00** **(351,020.96)** **5,821,768.28**	**52,831.10** **19,593.22** **54,181.38** **20,943.50**	**1,460.82** **(381.94)** **1,078.87** **22,022.37**	**22,022.37**
TOTAL PORTFOLIO		**22,165,953.76**	**22,071,830.92** **32,354,884.91** **(32,032,206.86)** **22,138,916.79**	**52,831.10** **22,678.05** **54,181.38** **24,028.33**	**48,813.26** **(381.94)** **48,431.31** **72,459.64**	**72,459.64**

CASH FLOW REPORT

City of Banning | Account #11089 | As of December 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JANUARY 2026							
01/02/2026	Dividend	31846V401	0.00	FIRST AMER:GVT OBLG D	3,373.84		3,373.84
01/09/2026	Coupon	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		5,445.00	5,445.00
01/09/2026	Final Maturity	02665WEY3	220,000.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	220,000.00		220,000.00
01/09/2026	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
01/09/2026	Final Maturity	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00		260,000.00
01/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
01/15/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		596.67	596.67
01/15/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	11,316.15		11,316.15
01/15/2026	Final Maturity	912797RJ8	16,250,000.00	UNITED STATES TREASURY 01/15/2026	16,250,000.00		16,250,000.00
01/15/2026	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/15/2026	Final Maturity	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00		500,000.00
01/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		123.41	123.41
01/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,844.31		1,844.31
01/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
01/26/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		77.39	77.39
01/26/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,587.94		1,587.94
January 2026 Total					**17,248,122.24**	**23,828.17**	**17,271,950.41**
FEBRUARY 2026							
02/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
02/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		115.04	115.04
02/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,823.48		1,823.48
02/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
02/16/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		544.99	544.99
02/16/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	10,300.98		10,300.98
02/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
02/17/2026	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
02/17/2026	Final Maturity	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00		400,000.00
02/25/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		70.15	70.15

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,568.33		1,568.33
February 2026 Total					**413,692.79**	**11,288.22**	**424,981.02**
MARCH 2026							
03/02/2026	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/02/2026	Final Maturity	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00		500,000.00
03/16/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
03/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		106.76	106.76
03/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,766.71		1,766.71
03/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/16/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		497.95	497.95
03/16/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	8,500.35		8,500.35
03/25/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		63.00	63.00
03/25/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,526.34		1,526.34
03/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
March 2026 Total					**511,793.40**	**48,539.50**	**560,332.90**
APRIL 2026							
04/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
04/15/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		459.14	459.14
04/15/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	10,673.89		10,673.89
04/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		98.73	98.73
04/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,851.45		1,851.45
04/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/27/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		56.04	56.04
04/27/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,563.53		1,563.53
April 2026 Total					**14,088.87**	**1,878.20**	**15,967.07**
MAY 2026							
05/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
05/15/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		410.39	410.39
05/15/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	11,053.02		11,053.02
05/18/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		90.32	90.32
05/18/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,775.88		1,775.88

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/18/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/25/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		48.92	48.92
05/25/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,383.70		1,383.70
May 2026 Total					**14,212.59**	**1,813.92**	**16,026.52**
JUNE 2026							
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		359.92	359.92
06/15/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	9,546.90		9,546.90
06/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/25/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		42.61	42.61
06/25/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,359.94		1,359.94
June 2026 Total					**12,653.74**	**8,136.57**	**20,790.31**
JULY 2026							
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		316.32	316.32
07/15/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	10,001.12		10,001.12
07/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/27/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		36.41	36.41
07/27/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,330.14		1,330.14
July 2026 Total					**13,044.47**	**1,691.34**	**14,735.82**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/17/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	411.07		411.07
08/17/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		270.65	270.65
08/17/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	7,208.51		7,208.51
08/25/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		30.35	30.35
08/25/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,294.58		1,294.58
August 2026 Total					**235,579.45**	**2,925.58**	**238,505.03**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00
09/15/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		237.73	237.73
09/15/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	5,358.44		5,358.44
09/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		325.67	325.67
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,704.12		3,704.12
09/25/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		24.45	24.45
09/25/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,258.10		1,258.10
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
September 2026 Total					**226,953.87**	**40,583.86**	**267,537.73**
OCTOBER 2026							
10/15/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		213.26	213.26
10/15/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	6,350.10		6,350.10
10/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		51.56	51.56
10/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,571.52		1,571.52
10/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		311.41	311.41
10/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,567.19		4,567.19
10/26/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		18.71	18.71
10/26/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	1,040.87		1,040.87
October 2026 Total					**13,529.68**	**594.94**	**14,124.62**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
NOVEMBER 2026							
11/09/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		5,322.92	5,322.92
11/09/2026	Effective Maturity	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00		250,000.00
11/16/2026	Coupon	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028		44.43	44.43
11/16/2026	Principal Paydown	36267KAD9	25,303.13	GMCAR 2023-3 A3 5.45 06/16/2028	1,536.46		1,536.46
11/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		293.82	293.82
11/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,481.65		4,481.65
11/16/2026	Coupon	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028		184.26	184.26
11/16/2026	Principal Paydown	47787CAC7	128,400.87	JDOT 2023-C A3 5.48 05/15/2028	6,851.82		6,851.82
11/25/2026	Coupon	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028		13.97	13.97
11/25/2026	Principal Paydown	05592XAD2	16,977.20	BMWOT 2023-A A3 5.47 02/25/2028	993.94		993.94
November 2026 Total					**263,863.88**	**5,859.39**	**269,723.27**
Grand Total			**34,614,986.44**		**18,967,534.98**	**147,139.70**	**19,114,674.68**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of December 31, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of January 31, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of January 31, 2026

Portfolio Characteristics

Average Modified Duration	0.37
Average Coupon	0.69%
Average Purchase YTM	3.58%
Average Market YTM	3.65%
Average Credit Quality*	AAA
Average Final Maturity	0.40
Average Life	0.38

Account Summary

	End Values as of 12/31/2025	End Values as of 01/31/2026
Market Value	22,113,039.52	22,189,546.06
Accrued Interest	54,181.38	44,056.15
Total Market Value	**22,167,220.90**	**22,233,602.21**
Income Earned	72,459.64	62,318.81
Cont/WD	0.00	0.00
Par	22,165,953.76	22,373,138.15
Book Value	22,138,916.79	22,215,624.56
Cost Value	22,068,891.19	22,171,977.77

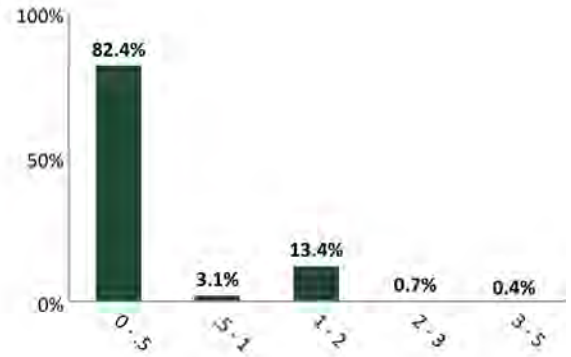
Top Issuers

United States	79.52%
Federal Home Loan Banks	13.37%
Exxon Mobil Corporation	2.25%
JPMorgan Chase & Co.	1.14%
PNC Financial Services	1.00%
American Express Credit Master Trust	0.98%
First American Govt Oblig Fund	0.60%
John Deere Owner Trust	0.54%

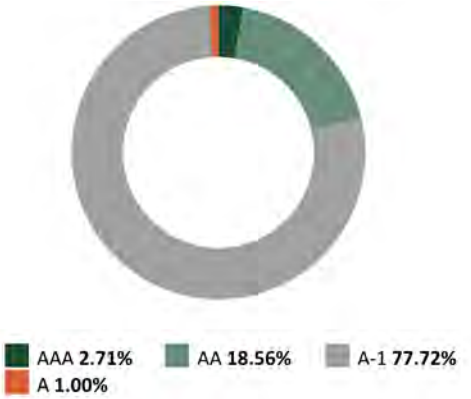
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.30%	0.97%	0.30%	4.41%	4.60%	--	--	--	5.02%
Benchmark Return	0.27%	0.98%	0.27%	4.24%	4.67%	--	--	--	4.82%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of January 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.1	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	4.4	Compliant	
Max % Issuer (MV)	5.0	2.3	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of January 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.4	Compliant	
Max % Issuer (MV)	30.0	13.4	Compliant	
Max Callables (MV)	20.0	13.4	Compliant	
Max Maturity (Years)	5	1	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.6	Compliant	
Max % Issuer (MV)	20.0	0.6	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of January 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	79.5	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of January 31, 2026

Maturities / Calls

Month to Date	**(17,230,000.00)**
Fiscal Year to Date	**(104,505,000.00)**

Principal Paydowns

Month to Date	**(13,198.09)**
Fiscal Year to Date	**(127,669.40)**

Purchases

Month to Date	**34,494,643.84**
Fiscal Year to Date	**209,668,659.81**

Sales

Month to Date	**(17,224,262.55)**
Fiscal Year to Date	**(104,838,909.57)**

Interest Received

Month to Date	**27,183.20**
Fiscal Year to Date	**197,080.84**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	22,138,916.79	21,683,876.68
Maturities/Calls	(17,230,000.00)	(104,505,000.00)
Principal Paydowns	(13,198.09)	(127,669.40)
Purchases	34,494,643.84	209,668,659.81
Sales	(17,224,262.55)	(104,838,909.57)
Change in Cash, Payables, Receivables	4,263.73	4,466.69
Amortization/Accretion	45,260.83	330,200.35
Realized Gain (Loss)	0.01	(0.01)
Ending Book Value	22,215,624.56	22,215,624.56

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	22,113,039.52	21,622,793.03
Maturities/Calls	(17,230,000.00)	(104,505,000.00)
Principal Paydowns	(13,198.09)	(127,669.40)
Purchases	34,494,643.84	209,668,659.81
Sales	(17,224,262.55)	(104,838,909.57)
Change in Cash, Payables, Receivables	4,263.73	4,466.69
Amortization/Accretion	45,260.83	330,200.35
Change in Net Unrealized Gain (Loss)	(201.23)	35,005.15
Realized Gain (Loss)	0.01	(0.01)
Ending Market Value	22,189,546.06	22,189,546.06

HOLDINGS REPORT

City of Banning | Account #11089 | As of January 31, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	14,961.10	07/12/2023 5.47%	14,958.45 14,959.92	100.61 3.78%	15,052.86 13.64	0.07% 92.94	NA/AAA AAA	2.07 0.35
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	119,426.06	09/12/2023 5.55%	119,417.85 119,422.03	100.84 4.23%	120,433.18 290.87	0.54% 1,011.15	Aaa/NA AAA	2.29 0.64
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	23,095.96	07/11/2023 5.51%	23,095.06 23,095.52	100.68 4.01%	23,253.35 52.45	0.10% 157.83	Aaa/AAA NA	2.38 0.45
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,998.01	100.88 3.82%	216,893.08 499.76	0.98% 1,895.06	NA/AAA AAA	0.62 0.60
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,995.02	101.04 3.67%	85,882.81 163.63	0.39% 887.79	Aaa/NA AAA	3.88 1.04
Total ABS		**457,483.12**	**5.33%**	**457,455.44 457,470.50**	**100.88 3.91%**	**461,515.28 1,020.34**	**2.08% 4,044.77**		**1.80 0.68**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.90 3.58%	2,966,886.00 26,216.67	13.37% (33,114.00)	Aa1/AA+ AA+	1.16 1.12
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.90 3.58%**	**2,966,886.00 26,216.67**	**13.37% (33,114.00)**		**1.16 1.12**
CASH									
CCYUSD	Receivable	7,637.57	--	7,637.57 7,637.57	1.00	7,637.57 0.00	0.03% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**7,637.57**		**7,637.57 7,637.57**	**1.00**	**7,637.57 0.00**	**0.03% 0.00**		**0.00 0.00**
CORPORATE									
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 499,467.21	99.94 3.71%	499,715.00 6,339.58	2.25% 247.79	Aa2/AA- NA	0.08 0.08
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 221,163.98	98.69 3.67%	222,043.50 1,207.50	1.00% 879.52	A3/A- A	0.53 0.52
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 251,605.72	101.07 3.82%	252,665.25 1,880.76	1.14% 1,059.53	Aa2/AA- AA	0.85 0.74
Total Corporate		**975,000.00**	**4.45%**	**950,261.00 972,236.91**	**99.95 3.73%**	**974,423.75 9,427.85**	**4.39% 2,186.84**		**0.38 0.35**

HOLDINGS REPORT

City of Banning | Account #11089 | As of January 31, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	133,017.46	-- 3.15%	133,017.46 133,017.46	1.00 3.15%	133,017.46 0.00	0.60% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**133,017.46**	**3.15%**	**133,017.46** **133,017.46**	**1.00** **3.15%**	**133,017.46** **0.00**	**0.60%** **0.00**		**0.00** **0.00**
US TREASURY									
912797SQ1	UNITED STATES TREASURY 02/10/2026	2,600,000.00	-- 3.62%	2,594,167.27 2,597,684.85	99.92 3.63%	2,597,933.00 0.00	11.71% 248.15	P-1/A-1+ F1+	0.03 0.02
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00	03/19/2025 4.18%	399,343.75 399,972.33	100.01 3.72%	400,029.60 7,391.30	1.80% 57.27	Aa1/AA+ AA+	0.04 0.04
912797SZ1	UNITED STATES TREASURY 03/17/2026	3,000,000.00	01/16/2026 3.66%	2,983,258.33 2,986,845.83	99.57 3.70%	2,986,989.00 0.00	13.46% 143.17	P-1/A-1+ F1+	0.12 0.12
912797QD2	UNITED STATES TREASURY 04/16/2026	3,000,000.00	01/16/2026 3.64%	2,974,473.05 2,978,034.95	99.27 3.67%	2,978,154.00 0.00	13.42% 119.05	P-1/A-1+ F1+	0.21 0.20
912797TS6	UNITED STATES TREASURY 05/19/2026	3,000,000.00	01/16/2026 3.66%	2,964,597.50 2,968,167.50	98.95 3.67%	2,968,377.00 0.00	13.38% 209.50	P-1/A-1+ F1+	0.30 0.29
912797TD9	UNITED STATES TREASURY 06/18/2026	2,900,000.00	01/16/2026 3.61%	2,857,840.24 2,861,235.66	98.66 3.64%	2,861,218.30 0.00	12.89% (17.36)	P-1/A-1+ F1+	0.38 0.37
912797TN7	UNITED STATES TREASURY 07/16/2026	2,900,000.00	01/16/2026 3.62%	2,849,926.16 2,853,321.00	98.39 3.64%	2,853,365.10 0.00	12.86% 44.10	P-1/A-1+ F1+	0.45 0.44
Total US Treasury		**17,800,000.00**	**3.65%**	**17,623,606.30** **17,645,262.11**	**99.14** **3.66%**	**17,646,066.00** **7,391.30**	**79.52%** **803.89**		**0.24** **0.24**
Total Portfolio		**22,373,138.15**	**3.58%**	**22,171,977.77** **22,215,624.56**	**98.56** **3.65%**	**22,189,546.06** **44,056.15**	**100.00%** **(26,078.50)**		**0.40** **0.37**
Total Market Value + Accrued						**22,233,602.21**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of January 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/02/2026	31846V401	3,373.84	FIRST AMER:GVT OBLG D	1.000	3.25%	(3,373.84)	0.00	(3,373.84)	0.00
Purchase	01/09/2026	31846V401	492,078.90	FIRST AMER:GVT OBLG D	1.000	3.15%	(492,078.90)	0.00	(492,078.90)	0.00
Purchase	01/12/2026	912797SQ1	550,000.00	UNITED STATES TREASURY 02/10/2026	99.716	3.58%	(548,438.67)	0.00	(548,438.67)	0.00
Purchase	01/15/2026	31846V401	9,561.17	FIRST AMER:GVT OBLG D	1.000	3.16%	(9,561.17)	0.00	(9,561.17)	0.00
Purchase	01/15/2026	31846V401	16,760,624.54	FIRST AMER:GVT OBLG D	1.000	3.16%	(16,760,624.54)	0.00	(16,760,624.54)	0.00
Purchase	01/16/2026	31846V401	2,649.35	FIRST AMER:GVT OBLG D	1.000	3.16%	(2,649.35)	0.00	(2,649.35)	0.00
Purchase	01/20/2026	912797TS6	3,000,000.00	UNITED STATES TREASURY 05/19/2026	98.820	3.66%	(2,964,597.50)	0.00	(2,964,597.50)	0.00
Purchase	01/20/2026	912797SZ1	3,000,000.00	UNITED STATES TREASURY 03/17/2026	99.442	3.66%	(2,983,258.33)	0.00	(2,983,258.33)	0.00
Purchase	01/20/2026	912797QD2	3,000,000.00	UNITED STATES TREASURY 04/16/2026	99.149	3.64%	(2,974,473.05)	0.00	(2,974,473.05)	0.00
Purchase	01/20/2026	912797SQ1	2,050,000.00	UNITED STATES TREASURY 02/10/2026	99.792	3.63%	(2,045,728.60)	0.00	(2,045,728.60)	0.00
Purchase	01/20/2026	912797TN7	2,900,000.00	UNITED STATES TREASURY 07/16/2026	98.273	3.62%	(2,849,926.16)	0.00	(2,849,926.16)	0.00
Purchase	01/20/2026	912797TD9	2,900,000.00	UNITED STATES TREASURY 06/18/2026	98.546	3.61%	(2,857,840.24)	0.00	(2,857,840.24)	0.00
Purchase	01/26/2026	31846V401	2,093.49	FIRST AMER:GVT OBLG D	1.000	3.16%	(2,093.49)	0.00	(2,093.49)	0.00
Total Purchase			**34,670,381.29**				**(34,494,643.84)**	**0.00**	**(34,494,643.84)**	**0.00**
TOTAL ACQUISITIONS			**34,670,381.29**				**(34,494,643.84)**	**0.00**	**(34,494,643.84)**	**0.00**
DISPOSITIONS										

TRANSACTION LEDGER

City of Banning | Account #11089 | As of January 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	01/09/2026	02665WEY3	(220,000.00)	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	100.000	4.53%	220,000.00	0.00	220,000.00	0.00
Maturity	01/09/2026	89115A2K7	(260,000.00)	TORONTO-DOMINION BANK 5.103 01/09/2026	100.000	4.49%	260,000.00	0.00	260,000.00	0.00
Maturity	01/15/2026	91282CGE5	(500,000.00)	UNITED STATES TREASURY 3.875 01/15/2026	100.000	4.27%	500,000.00	0.00	500,000.00	0.00
Maturity	01/15/2026	912797RJ8	(16,250,000.00)	UNITED STATES TREASURY 01/15/2026	100.000	3.73%	16,250,000.00	0.00	16,250,000.00	0.00
Total Maturity			**(17,230,000.00)**				**17,230,000.00**	**0.00**	**17,230,000.00**	**0.00**
Sale	01/12/2026	31846V401	(548,438.67)	FIRST AMER:GVT OBLG D	1.000	3.15%	548,438.67	0.00	548,438.67	0.00
Sale	01/20/2026	31846V401	(2,857,840.24)	FIRST AMER:GVT OBLG D	1.000	3.16%	2,857,840.24	0.00	2,857,840.24	0.00
Sale	01/20/2026	31846V401	(7,860,252.26)	FIRST AMER:GVT OBLG D	1.000	3.16%	7,860,252.26	0.00	7,860,252.26	0.00
Sale	01/20/2026	31846V401	(5,957,731.38)	FIRST AMER:GVT OBLG D	1.000	3.16%	5,957,731.38	0.00	5,957,731.38	0.00
Total Sale			**(17,224,262.55)**				**17,224,262.55**	**0.00**	**17,224,262.55**	**0.00**
TOTAL DISPOSITIONS			**(34,454,262.55)**				**34,454,262.55**	**0.00**	**34,454,262.55**	**0.00**
OTHER TRANSACTIONS										
Coupon	01/09/2026	02665WEY3	0.00	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026		4.53%	5,445.00	0.00	5,445.00	0.00
Coupon	01/09/2026	89115A2K7	0.00	TORONTO-DOMINION BANK 5.103 01/09/2026		4.49%	6,633.90	0.00	6,633.90	0.00

TRANSACTION LEDGER

City of Banning | Account #11089 | As of January 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	01/15/2026	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	586.36	0.00	586.36	0.00
Coupon	01/15/2026	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	01/15/2026	91282CGE5	0.00	UNITED STATES TREASURY 3.875 01/15/2026		4.27%	9,687.50	0.00	9,687.50	0.00
Coupon	01/16/2026	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	114.92	0.00	114.92	0.00
Coupon	01/16/2026	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	01/25/2026	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	77.39	0.00	77.39	0.00
Total Coupon			**0.00**				**23,809.36**	**0.00**	**23,809.36**	**0.00**
Dividend	01/31/2026	31846V401	0.00	FIRST AMER:GVT OBLG D		3.16%	7,637.57	0.00	7,637.57	0.00
Total Dividend			**0.00**				**7,637.57**	**0.00**	**7,637.57**	**0.00**
Principal Paydown	01/15/2026	47787CAC7	8,974.81	JDOT 2023-C A3 5.48 05/15/2028		5.55%	8,974.81	--	8,974.81	(0.00)
Principal Paydown	01/16/2026	36267KAD9	2,207.18	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,207.18	--	2,207.18	0.00
Principal Paydown	01/25/2026	05592XAD2	2,016.10	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	2,016.10	--	2,016.10	0.00
Total Principal Paydown			**13,198.09**				**13,198.09**	**--**	**13,198.09**	**0.01**
TOTAL OTHER TRANSACTIONS			**13,198.09**				**44,645.02**	**0.00**	**44,645.02**	**0.01**

INCOME EARNED

City of Banning | Account #11089 | As of January 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	133,017.46	86,898.72 17,270,381.29 (17,224,262.55) 133,017.46	0.00 3,373.84 0.00 3,373.84	0.00 0.00 0.00 3,373.84	3,373.84
912797QD2	UNITED STATES TREASURY 04/16/2026	01/16/2026 01/20/2026 3,000,000.00	0.00 2,974,473.05 0.00 2,978,034.95	0.00 0.00 0.00 0.00	3,561.90 0.00 3,561.90 3,561.90	3,561.90
912797RJ8	UNITED STATES TREASURY 01/15/2026	0.00	16,226,875.95 0.00 (16,250,000.00) 0.00	0.00 0.00 0.00 0.00	23,124.05 0.00 23,124.05 23,124.05	23,124.05
912797SQ1	UNITED STATES TREASURY 02/10/2026	2,600,000.00	0.00 2,594,167.27 0.00 2,597,684.85	0.00 0.00 0.00 0.00	3,517.58 0.00 3,517.58 3,517.58	3,517.58
912797SZ1	UNITED STATES TREASURY 03/17/2026	01/16/2026 01/20/2026 3,000,000.00	0.00 2,983,258.33 0.00 2,986,845.83	0.00 0.00 0.00 0.00	3,587.50 0.00 3,587.50 3,587.50	3,587.50
CCYUSD	Receivable	7,637.57	3,373.84 0.00 0.00 7,637.57	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**8,740,655.03**	**16,317,148.51 25,822,279.94 (33,474,262.55) 8,703,220.66**	**0.00 3,373.84 0.00 3,373.84**	**33,791.03 0.00 33,791.03 37,164.87**	**37,164.87**
FIXED INCOME						
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,997.74 0.00 0.00 214,998.01	499.76 937.04 499.76 937.04	0.27 0.00 0.27 937.31	937.31

INCOME EARNED

City of Banning | Account #11089 | As of January 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
02665WEY3	AMERICAN HONDA FINANCE CORP 4.95 01/09/2026	03/19/2025 03/20/2025 0.00	220,019.33 0.00 (220,000.00) 0.00	5,203.00 5,445.00 0.00 242.00	0.00 (19.33) (19.33) 222.67	222.67
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 14,961.10	16,975.80 0.00 (2,016.10) 14,959.92	15.48 77.39 13.64 75.55	0.22 0.00 0.22 75.77	75.77
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	498,877.34 0.00 0.00 499,467.21	5,071.67 0.00 6,339.58 1,267.92	589.87 0.00 589.87 1,857.79	1,857.79
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	19,716.67 0.00 26,216.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 23,095.96	25,302.64 0.00 (2,207.18) 23,095.52	57.46 114.92 52.45 109.91	0.06 0.00 0.06 109.97	109.97
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,994.91 0.00 0.00 84,995.02	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 119,426.06	128,396.38 0.00 (8,974.81) 119,422.03	312.73 586.36 290.87 564.50	0.46 0.00 0.46 564.97	564.97
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	251,783.49 0.00 0.00 251,605.72	816.18 0.00 1,880.76 1,064.58	0.00 (177.78) (177.78) 886.81	886.81
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	220,547.84 0.00 0.00 221,163.98	991.88 0.00 1,207.50 215.63	616.15 0.00 616.15 831.77	831.77

INCOME EARNED

City of Banning | Account #11089 | As of January 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	02/24/2025 02/25/2025 0.00	260,033.36 0.00 (260,000.00) 0.00	6,339.06 6,633.90 0.00 294.84	0.00 (33.36) (33.36) 261.48	261.48
912797TD9	UNITED STATES TREASURY 06/18/2026	01/16/2026 01/20/2026 2,900,000.00	0.00 2,857,840.24 0.00 2,861,235.66	0.00 0.00 0.00 0.00	3,395.42 0.00 3,395.42 3,395.42	3,395.42
912797TN7	UNITED STATES TREASURY 07/16/2026	01/16/2026 01/20/2026 2,900,000.00	0.00 2,849,926.16 0.00 2,853,321.00	0.00 0.00 0.00 0.00	3,394.84 0.00 3,394.84 3,394.84	3,394.84
912797TS6	UNITED STATES TREASURY 05/19/2026	01/16/2026 01/20/2026 3,000,000.00	0.00 2,964,597.50 0.00 2,968,167.50	0.00 0.00 0.00 0.00	3,570.00 0.00 3,570.00 3,570.00	3,570.00
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 0.00	499,928.41 0.00 (500,000.00) 0.00	8,950.41 9,687.50 0.00 737.09	71.59 0.00 71.59 808.69	808.69
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	03/19/2025 03/20/2025 400,000.00	399,911.05 0.00 0.00 399,972.33	6,043.48 0.00 7,391.30 1,347.83	61.28 0.00 61.28 1,409.10	1,409.10
Total Fixed Income		**13,632,483.12**	**5,821,768.28** **8,672,363.90** **(993,198.08)** **13,512,403.90**	**54,181.38** **23,809.36** **44,056.15** **13,684.13**	**11,700.26** **(230.46)** **11,469.80** **25,153.93**	**25,153.93**
TOTAL PORTFOLIO		**22,373,138.15**	**22,138,916.79** **34,494,643.84** **(34,467,460.63)** **22,215,624.56**	**54,181.38** **27,183.20** **44,056.15** **17,057.97**	**45,491.30** **(230.46)** **45,260.83** **62,318.81**	**62,318.81**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
FEBRUARY 2026							
02/02/2026	Dividend	31846V401	0.00	FIRST AMER:GVT OBLG D	7,637.57		7,637.57
02/10/2026	Final Maturity	912797SQ1	2,600,000.00	UNITED STATES TREASURY 02/10/2026	2,600,000.00		2,600,000.00
02/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
02/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		115.04	115.04
02/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,823.48		1,823.48
02/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
02/16/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		545.38	545.38
02/16/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	9,776.39		9,776.39
02/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
02/17/2026	Coupon	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026		8,000.00	8,000.00
02/17/2026	Final Maturity	91282CGL9	400,000.00	UNITED STATES TREASURY 4.0 02/15/2026	400,000.00		400,000.00
02/25/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		70.15	70.15
02/25/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,568.33		1,568.33
February 2026 Total					**3,020,805.77**	**11,288.61**	**3,032,094.38**
MARCH 2026							
03/02/2026	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/02/2026	Final Maturity	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00		500,000.00
03/16/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
03/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		106.76	106.76
03/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,766.71		1,766.71
03/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/16/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		500.73	500.73
03/16/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	8,160.16		8,160.16
03/17/2026	Final Maturity	912797SZ1	3,000,000.00	UNITED STATES TREASURY 03/17/2026	3,000,000.00		3,000,000.00
03/25/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		63.00	63.00
03/25/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,526.34		1,526.34
03/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
March 2026 Total					**3,511,453.21**	**48,542.28**	**3,559,995.50**
APRIL 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
04/15/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		463.47	463.47
04/15/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	10,399.45		10,399.45
04/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		98.73	98.73
04/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,851.45		1,851.45
04/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/16/2026	Final Maturity	912797QD2	3,000,000.00	UNITED STATES TREASURY 04/16/2026	3,000,000.00		3,000,000.00
04/27/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		56.04	56.04
04/27/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,563.53		1,563.53
April 2026 Total					**3,013,814.42**	**1,882.54**	**3,015,696.96**
MAY 2026							
05/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
05/15/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		415.98	415.98
05/15/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	10,788.84		10,788.84
05/18/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		90.32	90.32
05/18/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,775.88		1,775.88
05/18/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/19/2026	Final Maturity	912797TS6	3,000,000.00	UNITED STATES TREASURY 05/19/2026	3,000,000.00		3,000,000.00
05/25/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		48.92	48.92
05/25/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,383.70		1,383.70
May 2026 Total					**3,013,948.42**	**1,819.51**	**3,015,767.93**
JUNE 2026							
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		366.71	366.71
06/15/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	9,315.08		9,315.08
06/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/18/2026	Final Maturity	912797TD9	2,900,000.00	UNITED STATES TREASURY 06/18/2026	2,900,000.00		2,900,000.00
06/25/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		42.61	42.61
06/25/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,359.94		1,359.94

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
June 2026 Total					**2,912,421.93**	**8,143.37**	**2,920,565.29**
JULY 2026							
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		324.17	324.17
07/15/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	9,826.56		9,826.56
07/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/16/2026	Final Maturity	912797TN7	2,900,000.00	UNITED STATES TREASURY 07/16/2026	2,900,000.00		2,900,000.00
07/27/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		36.41	36.41
07/27/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,330.14		1,330.14
July 2026 Total					**2,912,869.91**	**1,699.20**	**2,914,569.11**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54
08/17/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	934.67		934.67
08/17/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		279.30	279.30
08/17/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	7,029.11		7,029.11
08/25/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		30.35	30.35
08/25/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,294.58		1,294.58
August 2026 Total					**235,923.64**	**2,934.23**	**238,857.87**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00
09/15/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		247.20	247.20
09/15/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	5,174.49		5,174.49

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		323.65	323.65
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,679.59		3,679.59
09/25/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		24.45	24.45
09/25/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,258.10		1,258.10
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
September 2026 Total					**226,745.39**	**40,591.31**	**267,336.71**
OCTOBER 2026							
10/15/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		223.57	223.57
10/15/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	6,219.38		6,219.38
10/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		51.56	51.56
10/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,571.52		1,571.52
10/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		309.49	309.49
10/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,543.56		4,543.56
10/26/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		18.71	18.71
10/26/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	1,040.87		1,040.87
October 2026 Total					**13,375.33**	**603.32**	**13,978.65**
NOVEMBER 2026							
11/09/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		5,322.92	5,322.92
11/09/2026	Effective Maturity	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00		250,000.00
11/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		44.43	44.43
11/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,536.46		1,536.46
11/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		291.99	291.99
11/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,458.49		4,458.49
11/16/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		195.16	195.16
11/16/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	6,768.01		6,768.01
11/25/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		13.97	13.97
11/25/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	993.94		993.94
November 2026 Total					**263,756.90**	**5,868.46**	**269,625.37**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
DECEMBER 2026							
12/15/2026	Coupon	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028		164.26	164.26
12/15/2026	Principal Paydown	47787CAC7	119,426.06	JDOT 2023-C A3 5.48 05/15/2028	4,649.70		4,649.70
12/16/2026	Coupon	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028		37.45	37.45
12/16/2026	Principal Paydown	36267KAD9	23,095.96	GMCAR 2023-3 A3 5.45 06/16/2028	1,464.11		1,464.11
12/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		274.83	274.83
12/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,225.51		4,225.51
12/25/2026	Coupon	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028		9.43	9.43
12/25/2026	Principal Paydown	05592XAD2	14,961.10	BMWOT 2023-A A3 5.47 02/25/2028	957.09		957.09
December 2026 Total					**11,296.41**	**485.97**	**11,782.37**
Grand Total			**33,384,628.58**		**19,136,411.34**	**123,858.79**	**19,260,270.13**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of January 31, 2026

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of February 28, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of February 28, 2026

Portfolio Characteristics

Average Modified Duration	0.36
Average Coupon	0.60%
Average Purchase YTM	3.57%
Average Market YTM	3.64%
Average Credit Quality*	AAA
Average Final Maturity	0.39
Average Life	0.37

Account Summary

	End Values as of 01/31/2026	End Values as of 02/28/2026
Market Value	22,189,546.06	22,251,781.95
Accrued Interest	44,056.15	44,382.05
Total Market Value	**22,233,602.21**	**22,296,164.00**
Income Earned	62,318.81	67,909.55
Cont/WD	0.00	0.00
Par	22,373,138.15	22,440,200.70
Book Value	22,215,624.56	22,276,680.77
Cost Value	22,171,977.77	22,190,854.66

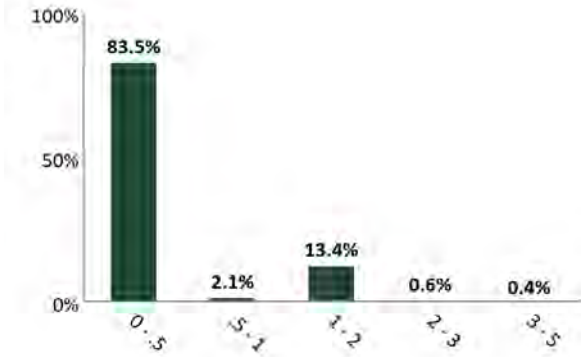
Top Issuers

United States	79.94%
Federal Home Loan Banks	13.34%
Exxon Mobil Corporation	2.25%
JPMorgan Chase & Co.	1.13%
PNC Financial Services	1.00%
American Express Credit Master Trust	0.97%
John Deere Owner Trust	0.48%
GM Financial Securitized Term	0.48%

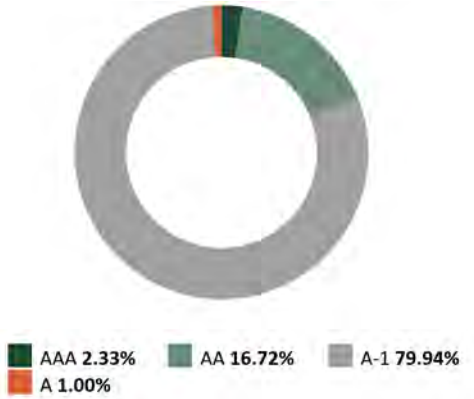
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.28%	0.93%	0.58%	4.28%	4.78%	--	--	--	4.99%
Benchmark Return	0.27%	0.93%	0.55%	4.17%	4.66%	--	--	--	4.78%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	2.0	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	4.4	Compliant	
Max % Issuer (MV)	5.0	2.2	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.3	Compliant	
Max % Issuer (MV)	30.0	13.3	Compliant	
Max Callables (MV)	20.0	13.3	Compliant	
Max Maturity (Years)	5	1	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.3	Compliant	
Max % Issuer (MV)	20.0	0.3	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	79.9	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of February 28, 2026

Maturities / Calls

Month to Date	**(3,000,000.00)**
Fiscal Year to Date	**(107,505,000.00)**

Principal Paydowns

Month to Date	**(16,529.24)**
Fiscal Year to Date	**(144,198.64)**

Purchases

Month to Date	**6,130,767.41**
Fiscal Year to Date	**215,799,427.22**

Sales

Month to Date	**(3,095,324.09)**
Fiscal Year to Date	**(107,934,233.66)**

Interest Received

Month to Date	**18,914.08**
Fiscal Year to Date	**215,994.92**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	22,215,624.56	21,683,876.68
Maturities/Calls	(3,000,000.00)	(107,505,000.00)
Principal Paydowns	(16,529.24)	(144,198.64)
Purchases	6,130,767.41	215,799,427.22
Sales	(3,095,324.09)	(107,934,233.66)
Change in Cash, Payables, Receivables	(6,527.44)	(2,060.75)
Amortization/Accretion	48,669.57	378,869.92
Realized Gain (Loss)	0.00	(0.00)
Ending Book Value	22,276,680.77	22,276,680.77

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	22,189,546.06	21,622,793.03
Maturities/Calls	(3,000,000.00)	(107,505,000.00)
Principal Paydowns	(16,529.24)	(144,198.64)
Purchases	6,130,767.41	215,799,427.22
Sales	(3,095,324.09)	(107,934,233.66)
Change in Cash, Payables, Receivables	(6,527.44)	(2,060.75)
Amortization/Accretion	48,669.57	378,869.92
Change in Net Unrealized Gain (Loss)	1,179.68	36,184.83
Realized Gain (Loss)	0.00	(0.00)
Ending Market Value	22,251,781.95	22,251,781.95

HOLDINGS REPORT

City of Banning | Account #11089 | As of February 28, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	13,169.85	07/12/2023 5.47%	13,167.51 13,168.84	100.59 3.88%	13,247.72 12.01	0.06% 78.88	NA/AAA AAA	1.99 0.36
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	106,852.84	09/12/2023 5.55%	106,845.49 106,849.35	100.83 3.61%	107,738.22 260.25	0.48% 888.86	Aaa/NA AAA	2.21 0.43
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	20,931.20	07/11/2023 5.51%	20,930.39 20,930.82	100.71 3.87%	21,079.96 47.53	0.09% 149.14	Aaa/AAA NA	2.30 0.43
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,998.26	100.79 3.77%	216,692.70 499.76	0.97% 1,694.44	NA/AAA AAA	0.54 0.52
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,995.12	101.02 3.75%	85,863.26 163.63	0.39% 868.14	Aaa/NA AAA	3.80 1.11
Total ABS		**440,953.88**	**5.32%**	**440,927.47 440,942.39**	**100.83 3.74%**	**444,621.85 983.16**	**2.00% 3,679.46**		**1.70 0.60**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.98 3.57%	2,969,307.00 32,716.67	13.34% (30,693.00)	Aa1/AA+ AA+	1.08 1.04
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.98 3.57%**	**2,969,307.00 32,716.67**	**13.34% (30,693.00)**		**1.08 1.04**
CASH									
CCYUSD	Receivable	1,110.13	--	1,110.13 1,110.13	1.00	1,110.13 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,110.13**		**1,110.13 1,110.13**	**1.00**	**1,110.13 0.00**	**0.00% 0.00**		**0.00 0.00**
CORPORATE									
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 500,000.00	100.00 3.04%	500,000.00 7,607.50	2.25% 0.00	Aa2/AA- NA	0.00 0.00
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 221,720.50	98.80 3.87%	222,302.93 129.38	1.00% 582.42	A3/A- A	0.45 0.44
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 251,445.15	100.90 3.89%	252,261.75 2,945.35	1.13% 816.60	Aa2/AA- AA	0.77 0.66
Total Corporate		**975,000.00**	**4.45%**	**950,261.00 973,165.65**	**99.96 3.45%**	**974,564.68 10,682.22**	**4.38% 1,399.02**		**0.31 0.27**

HOLDINGS REPORT

City of Banning | Account #11089 | As of February 28, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	73,136.69	-- 3.15%	73,136.69 73,136.69	1.00 3.15%	73,136.69 0.00	0.33% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**73,136.69**	**3.15%**	**73,136.69** **73,136.69**	**1.00** **3.15%**	**73,136.69** **0.00**	**0.33%** **0.00**		**0.00** **0.00**
US TREASURY									
912797SZ1	UNITED STATES TREASURY 03/17/2026	3,000,000.00	01/16/2026 3.66%	2,983,258.33 2,995,216.67	99.85 3.68%	2,995,470.00 0.00	13.46% 253.33	P-1/A-1+ F1+	0.05 0.04
912797QD2	UNITED STATES TREASURY 04/16/2026	3,000,000.00	01/16/2026 3.64%	2,974,473.05 2,986,346.05	99.55 3.69%	2,986,419.00 0.00	13.42% 72.95	P-1/A-1+ F1+	0.13 0.12
912797TS6	UNITED STATES TREASURY 05/19/2026	3,000,000.00	01/16/2026 3.66%	2,964,597.50 2,976,497.50	99.23 3.65%	2,976,777.00 0.00	13.38% 279.50	P-1/A-1+ F1+	0.22 0.21
912797TD9	UNITED STATES TREASURY 06/18/2026	2,900,000.00	01/16/2026 3.61%	2,857,840.24 2,869,158.30	98.93 3.66%	2,868,949.70 0.00	12.89% (208.60)	P-1/A-1+ F1+	0.30 0.29
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	-- 3.63%	3,121,105.21 3,132,529.73	98.66 3.64%	3,132,512.15 0.00	14.08% (17.58)	P-1/A-1+ F1+	0.38 0.37
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	-- 3.64%	2,824,145.04 2,828,577.67	98.40 3.63%	2,828,913.75 0.00	12.71% 336.08	P-1/A-1+ F1+	0.45 0.44
Total US Treasury		**17,950,000.00**	**3.64%**	**17,725,419.37** **17,788,325.91**	**99.11** **3.66%**	**17,789,041.60** **0.00**	**79.94%** **715.69**		**0.25** **0.25**
Total Portfolio		**22,440,200.70**	**3.57%**	**22,190,854.66** **22,276,680.77**	**98.83** **3.64%**	**22,251,781.95** **44,382.05**	**100.00%** **(24,898.82)**		**0.39** **0.36**
Total Market Value + Accrued						**22,296,164.00**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/02/2026	31846V401	7,637.57	FIRST AMER:GVT OBLG D	1.000	3.16%	(7,637.57)	0.00	(7,637.57)	0.00
Purchase	02/10/2026	31846V401	2,600,000.00	FIRST AMER:GVT OBLG D	1.000	3.13%	(2,600,000.00)	0.00	(2,600,000.00)	0.00
Purchase	02/12/2026	912797TW7	2,600,000.00	UNITED STATES TREASURY 08/13/2026	98.219	3.64%	(2,553,698.69)	0.00	(2,553,698.69)	0.00
Purchase	02/13/2026	31846V401	1,293.75	FIRST AMER:GVT OBLG D	1.000	3.14%	(1,293.75)	0.00	(1,293.75)	0.00
Purchase	02/17/2026	31846V401	424,652.54	FIRST AMER:GVT OBLG D	1.000	3.14%	(424,652.54)	0.00	(424,652.54)	0.00
Purchase	02/25/2026	912797TN7	275,000.00	UNITED STATES TREASURY 07/16/2026	98.611	3.65%	(271,179.05)	0.00	(271,179.05)	0.00
Purchase	02/25/2026	912797TW7	275,000.00	UNITED STATES TREASURY 08/13/2026	98.344	3.64%	(270,446.35)	0.00	(270,446.35)	0.00
Purchase	02/25/2026	31846V401	1,859.46	FIRST AMER:GVT OBLG D	1.000	3.15%	(1,859.46)	0.00	(1,859.46)	0.00
Total Purchase			**6,185,443.32**				**(6,130,767.41)**	**0.00**	**(6,130,767.41)**	**0.00**
TOTAL ACQUISITIONS			**6,185,443.32**				**(6,130,767.41)**	**0.00**	**(6,130,767.41)**	**0.00**
DISPOSITIONS										
Maturity	02/10/2026	912797SQ1	(2,600,000.00)	UNITED STATES TREASURY 02/10/2026	100.000	3.62%	2,600,000.00	0.00	2,600,000.00	0.00
Maturity	02/15/2026	91282CGL9	(400,000.00)	UNITED STATES TREASURY 4.0 02/15/2026	100.000	4.18%	400,000.00	0.00	400,000.00	0.00
Total Maturity			**(3,000,000.00)**				**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**
Sale	02/12/2026	31846V401	(2,553,698.69)	FIRST AMER:GVT OBLG D	1.000	3.14%	2,553,698.69	0.00	2,553,698.69	0.00
Sale	02/25/2026	31846V401	(541,625.40)	FIRST AMER:GVT OBLG D	1.000	3.15%	541,625.40	0.00	541,625.40	0.00
Total Sale			**(3,095,324.09)**				**3,095,324.09**	**0.00**	**3,095,324.09**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL DISPOSITIONS			**(6,095,324.09)**				**6,095,324.09**	**0.00**	**6,095,324.09**	**0.00**
OTHER TRANSACTIONS										
Coupon	02/13/2026	693475BB0	0.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		4.52%	1,293.75	0.00	1,293.75	0.00
Coupon	02/15/2026	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	545.38	0.00	545.38	0.00
Coupon	02/15/2026	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	02/15/2026	91282CGL9	0.00	UNITED STATES TREASURY 4.0 02/15/2026		4.18%	8,000.00	0.00	8,000.00	0.00
Coupon	02/16/2026	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	104.89	0.00	104.89	0.00
Coupon	02/16/2026	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	02/25/2026	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	68.20	0.00	68.20	0.00
Total Coupon			**0.00**				**11,276.51**	**0.00**	**11,276.51**	**0.00**
Dividend	02/28/2026	31846V401	0.00	FIRST AMER:GVT OBLG D		3.15%	1,110.13	0.00	1,110.13	0.00
Total Dividend			**0.00**				**1,110.13**	**0.00**	**1,110.13**	**0.00**
Principal Paydown	02/15/2026	47787CAC7	12,573.22	JDOT 2023-C A3 5.48 05/15/2028		5.55%	12,573.22	--	12,573.22	(0.00)
Principal Paydown	02/16/2026	36267KAD9	2,164.76	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,164.76	--	2,164.76	0.00
Principal Paydown	02/25/2026	05592XAD2	1,791.26	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	1,791.26	--	1,791.26	0.00
Total Principal Paydown			**16,529.24**				**16,529.24**	**--**	**16,529.24**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL OTHER TRANSACTIONS			**16,529.24**				**28,915.88**	**0.00**	**28,915.88**	**0.00**

INCOME EARNED

City of Banning | Account #11089 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	73,136.69	133,017.46 3,035,443.32 (3,095,324.09) 73,136.69	0.00 7,637.57 0.00 7,637.57	0.00 0.00 0.00 7,637.57	7,637.57
912797QD2	UNITED STATES TREASURY 04/16/2026	01/16/2026 01/20/2026 3,000,000.00	2,978,034.95 0.00 0.00 2,986,346.05	0.00 0.00 0.00 0.00	8,311.10 0.00 8,311.10 8,311.10	8,311.10
912797SQ1	UNITED STATES TREASURY 02/10/2026	0.00	2,597,684.85 0.00 (2,600,000.00) 0.00	0.00 0.00 0.00 0.00	2,315.15 0.00 2,315.15 2,315.15	2,315.15
912797SZ1	UNITED STATES TREASURY 03/17/2026	01/16/2026 01/20/2026 3,000,000.00	2,986,845.83 0.00 0.00 2,995,216.67	0.00 0.00 0.00 0.00	8,370.84 0.00 8,370.84 8,370.84	8,370.84
CCYUSD	Receivable	1,110.13	7,637.57 0.00 0.00 1,110.13	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**6,074,246.82**	**8,703,220.66 3,035,443.32 (5,695,324.09) 6,055,809.54**	**0.00 7,637.57 0.00 7,637.57**	**18,997.09 0.00 18,997.09 26,634.66**	**26,634.66**
FIXED INCOME						
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,998.01 0.00 0.00 214,998.26	499.76 937.04 499.76 937.04	0.25 0.00 0.25 937.29	937.29
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 13,169.85	14,959.92 0.00 (1,791.26) 13,168.84	13.64 68.20 12.01 66.57	0.18 0.00 0.18 66.75	66.75

INCOME EARNED

City of Banning | Account #11089 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	499,467.21 0.00 0.00 500,000.00	6,339.58 0.00 7,607.50 1,267.92	532.79 0.00 532.79 1,800.71	1,800.71
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	26,216.67 0.00 32,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 20,931.20	23,095.52 0.00 (2,164.76) 20,930.82	52.45 104.89 47.53 99.97	0.05 0.00 0.05 100.03	100.03
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,995.02 0.00 0.00 84,995.12	163.63 327.25 163.63 327.25	0.10 0.00 0.10 327.35	327.35
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 106,852.84	119,422.03 0.00 (12,573.22) 106,849.35	290.87 545.38 260.25 514.76	0.54 0.00 0.54 515.30	515.30
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	251,605.72 0.00 0.00 251,445.15	1,880.76 0.00 2,945.35 1,064.58	0.00 (160.57) (160.57) 904.01	904.01
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	221,163.98 0.00 0.00 221,720.50	1,207.50 1,293.75 129.38 215.63	556.52 0.00 556.52 772.15	772.15
912797TD9	UNITED STATES TREASURY 06/18/2026	01/16/2026 01/20/2026 2,900,000.00	2,861,235.66 0.00 0.00 2,869,158.30	0.00 0.00 0.00 0.00	7,922.64 0.00 7,922.64 7,922.64	7,922.64
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	2,853,321.00 271,179.05 0.00 3,132,529.73	0.00 0.00 0.00 0.00	8,029.68 0.00 8,029.68 8,029.68	8,029.68

INCOME EARNED

City of Banning | Account #11089 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797TS6	UNITED STATES TREASURY 05/19/2026	01/16/2026 01/20/2026 3,000,000.00	2,968,167.50 0.00 0.00 2,976,497.50	0.00 0.00 0.00 0.00	8,330.00 0.00 8,330.00 8,330.00	8,330.00
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	0.00 2,824,145.04 0.00 2,828,577.67	0.00 0.00 0.00 0.00	4,432.63 0.00 4,432.63 4,432.63	4,432.63
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	03/19/2025 03/20/2025 0.00	399,972.33 0.00 (400,000.00) 0.00	7,391.30 8,000.00 0.00 608.70	27.67 0.00 27.67 636.37	636.37
Total Fixed Income		**16,365,953.88**	**13,512,403.90** **3,095,324.09** **(416,529.24)** **16,220,871.23**	**44,056.15** **11,276.51** **44,382.05** **11,602.41**	**29,833.05** **(160.57)** **29,672.48** **41,274.89**	**41,274.89**
TOTAL PORTFOLIO		**22,440,200.70**	**22,215,624.56** **6,130,767.41** **(6,111,853.33)** **22,276,680.77**	**44,056.15** **18,914.08** **44,382.05** **19,239.98**	**48,830.14** **(160.57)** **48,669.57** **67,909.55**	**67,909.55**

CASH FLOW REPORT

City of Banning | Account #11089 | As of February 28, 2026

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MARCH 2026							
03/02/2026	Dividend	31846V401	0.00	FIRST AMER:GVT OBLG D	1,110.13		1,110.13
03/02/2026	Coupon	30231GAT9	0.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
03/02/2026	Maturity	30231GAT9	(500,000.00)	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00		500,000.00
03/16/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
03/16/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		106.76	106.76
03/16/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,766.71		1,766.71
03/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/16/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		500.73	500.73
03/16/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	8,160.16		8,160.16
03/17/2026	Final Maturity	912797SZ1	3,000,000.00	UNITED STATES TREASURY 03/17/2026	3,000,000.00		3,000,000.00
03/25/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		60.03	60.03
03/25/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	399.76		399.76
03/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
March 2026 Total					**3,511,436.76**	**48,539.31**	**3,559,976.07**
APRIL 2026							
04/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
04/15/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		463.47	463.47
04/15/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	10,399.45		10,399.45
04/16/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		98.73	98.73
04/16/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,851.45		1,851.45
04/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/16/2026	Final Maturity	912797QD2	3,000,000.00	UNITED STATES TREASURY 04/16/2026	3,000,000.00		3,000,000.00
04/27/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		58.21	58.21
04/27/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,531.24		1,531.24
April 2026 Total					**3,013,782.13**	**1,884.70**	**3,015,666.84**
MAY 2026							
05/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
05/15/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		415.98	415.98
05/15/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	10,788.84		10,788.84
05/18/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		90.32	90.32
05/18/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,775.88		1,775.88

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/18/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/19/2026	Final Maturity	912797TS6	3,000,000.00	UNITED STATES TREASURY 05/19/2026	3,000,000.00		3,000,000.00
05/25/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		51.23	51.23
05/25/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,341.97		1,341.97
May 2026 Total					**3,013,906.69**	**1,821.82**	**3,015,728.51**
JUNE 2026							
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		366.71	366.71
06/15/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	9,315.08		9,315.08
06/16/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/18/2026	Final Maturity	912797TD9	2,900,000.00	UNITED STATES TREASURY 06/18/2026	2,900,000.00		2,900,000.00
06/25/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		45.11	45.11
06/25/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,322.16		1,322.16
June 2026 Total					**2,912,384.16**	**8,145.87**	**2,920,530.03**
JULY 2026							
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		324.17	324.17
07/15/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	9,826.56		9,826.56
07/16/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/16/2026	Final Maturity	912797TN7	3,175,000.00	UNITED STATES TREASURY 07/16/2026	3,175,000.00		3,175,000.00
07/27/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		39.09	39.09
07/27/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,296.19		1,296.19
July 2026 Total					**3,187,835.96**	**1,701.87**	**3,189,537.83**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/13/2026	Final Maturity	912797TW7	2,875,000.00	UNITED STATES TREASURY 08/13/2026	2,875,000.00		2,875,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54
08/17/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	2,120.32		2,120.32
08/17/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		279.30	279.30
08/17/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	7,029.11		7,029.11
08/25/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		33.18	33.18
08/25/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,264.89		1,264.89
August 2026 Total					**3,112,079.61**	**2,937.06**	**3,115,016.67**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00
09/15/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		247.20	247.20
09/15/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	5,174.49		5,174.49
09/16/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		319.09	319.09
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,630.10		3,630.10
09/25/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		27.41	27.41
09/25/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,241.69		1,241.69
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
September 2026 Total					**226,679.50**	**40,589.72**	**267,269.22**
OCTOBER 2026							
10/15/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		223.57	223.57
10/15/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	6,219.38		6,219.38
10/16/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		51.56	51.56
10/16/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,571.52		1,571.52

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		305.11	305.11
10/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,495.93		4,495.93
10/26/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		21.75	21.75
10/26/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,089.80		1,089.80
October 2026 Total					**13,376.64**	**601.99**	**13,978.63**
NOVEMBER 2026							
11/09/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		5,322.92	5,322.92
11/09/2026	Effective Maturity	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00		250,000.00
11/16/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		44.43	44.43
11/16/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,536.46		1,536.46
11/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		287.80	287.80
11/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,411.76		4,411.76
11/16/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		195.16	195.16
11/16/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	6,768.01		6,768.01
11/25/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		16.78	16.78
11/25/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,040.55		1,040.55
November 2026 Total					**263,756.78**	**5,867.09**	**269,623.87**
DECEMBER 2026							
12/15/2026	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		164.26	164.26
12/15/2026	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	4,649.70		4,649.70
12/16/2026	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		37.45	37.45
12/16/2026	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,464.11		1,464.11
12/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		270.82	270.82
12/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,181.18		4,181.18
12/25/2026	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		12.04	12.04
12/25/2026	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	1,001.84		1,001.84
December 2026 Total					**11,296.83**	**484.56**	**11,781.39**
JANUARY 2027							
01/15/2027	Coupon	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028		143.02	143.02
01/15/2027	Principal Paydown	47787CAC7	106,852.84	JDOT 2023-C A3 5.48 05/15/2028	7,169.63		7,169.63

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/18/2027	Coupon	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028		30.80	30.80
01/18/2027	Principal Paydown	36267KAD9	20,931.20	GMCAR 2023-3 A3 5.45 06/16/2028	1,437.23		1,437.23
01/18/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		254.72	254.72
01/18/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,113.57		4,113.57
01/25/2027	Coupon	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028		7.47	7.47
01/25/2027	Principal Paydown	05592XAD2	13,169.85	BMWOT 2023-A A3 5.47 02/25/2028	986.17		986.17
January 2027 Total					**13,706.59**	**436.01**	**14,142.61**
Grand Total			**30,915,985.40**		**19,280,241.65**	**113,010.02**	**19,393,251.67**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of February 28, 2026

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of March 31, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of March 31, 2026

Portfolio Characteristics

Average Modified Duration	0.36
Average Coupon	1.08%
Average Purchase YTM	3.55%
Average Market YTM	3.72%
Average Credit Quality*	AAA
Average Final Maturity	0.39
Average Life	0.37

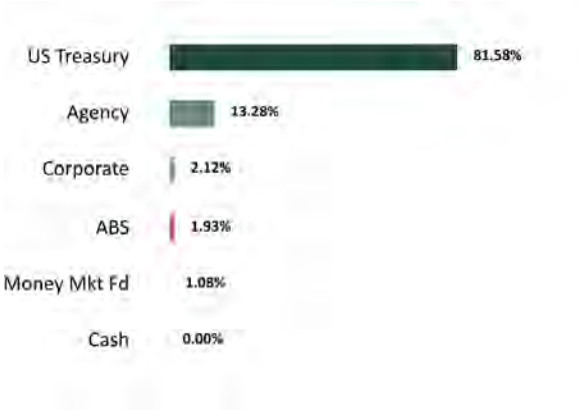
Account Summary

	End Values as of 02/28/2026	End Values as of 03/31/2026
Market Value	22,251,781.95	22,347,520.11
Accrued Interest	44,382.05	5,855.21
Total Market Value	**22,296,164.00**	**22,353,375.32**
Income Earned	67,909.55	66,688.04
Cont/WD	0.00	0.00
Par	22,440,200.70	22,497,697.25
Book Value	22,276,680.77	22,381,737.19
Cost Value	22,190,854.66	22,280,535.64

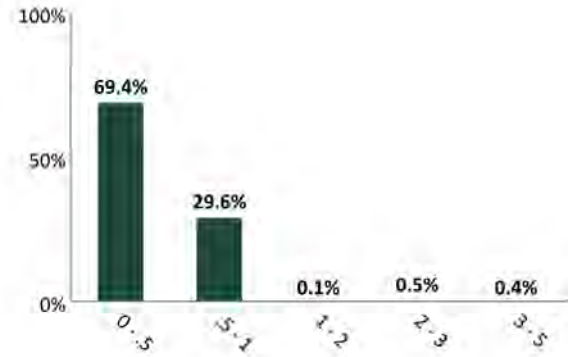
Top Issuers

United States	81.58%
Federal Home Loan Banks	13.28%
JPMorgan Chase & Co.	1.12%
First American Govt Oblig Fund	1.08%
PNC Financial Services	1.00%
American Express Credit Master Trust	0.97%
GM Financial Securitized Term	0.47%
John Deere Owner Trust	0.45%

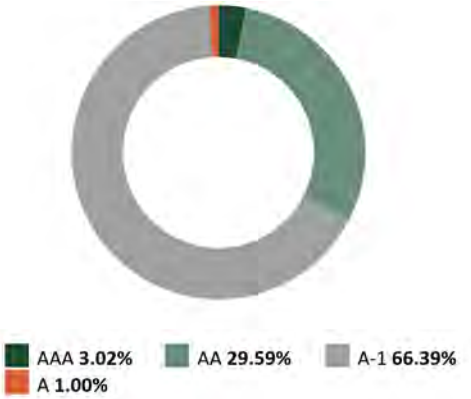
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.26%	0.84%	0.84%	4.14%	4.68%	--	--	--	4.92%
Benchmark Return	0.24%	0.79%	0.79%	4.03%	4.57%	--	--	--	4.72%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of March 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	1.9	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	2.1	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of March 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.3	Compliant	
Max % Issuer (MV)	30.0	13.3	Compliant	
Max Callables (MV)	20.0	13.3	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	1.1	Compliant	
Max % Issuer (MV)	20.0	1.1	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of March 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	81.6	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of March 31, 2026

Maturities / Calls

Month to Date	**(3,500,000.00)**
Fiscal Year to Date	**(111,005,000.00)**

Principal Paydowns

Month to Date	**(11,283.78)**
Fiscal Year to Date	**(155,482.42)**

Purchases

Month to Date	**7,016,955.63**
Fiscal Year to Date	**222,816,382.85**

Sales

Month to Date	**(3,451,469.96)**
Fiscal Year to Date	**(111,385,703.62)**

Interest Received

Month to Date	**109,124.97**
Fiscal Year to Date	**325,119.89**

Purchased / Sold Interest

Month to Date	**(54,923.08)**
Fiscal Year to Date	**(54,923.08)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	22,276,680.77	21,683,876.68
Maturities/Calls	(3,500,000.00)	(111,005,000.00)
Principal Paydowns	(11,283.78)	(155,482.42)
Purchases	7,016,955.63	222,816,382.85
Sales	(3,451,469.96)	(111,385,703.62)
Change in Cash, Payables, Receivables	(158.46)	(2,219.21)
Amortization/Accretion	51,013.00	429,882.92
Realized Gain (Loss)	(0.01)	(0.01)
Ending Book Value	22,381,737.19	22,381,737.19

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	22,251,781.95	21,622,793.03
Maturities/Calls	(3,500,000.00)	(111,005,000.00)
Principal Paydowns	(11,283.78)	(155,482.42)
Purchases	7,016,955.63	222,816,382.85
Sales	(3,451,469.96)	(111,385,703.62)
Change in Cash, Payables, Receivables	(158.46)	(2,219.21)
Amortization/Accretion	51,013.00	429,882.92
Change in Net Unrealized Gain (Loss)	(9,318.26)	26,866.57
Realized Gain (Loss)	(0.01)	(0.01)
Ending Market Value	22,347,520.11	22,347,520.11

HOLDINGS REPORT

City of Banning | Account #11089 | As of March 31, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	11,562.64	07/12/2023 5.47%	11,560.60 11,561.80	100.51 4.01%	11,621.39 10.54	0.05% 59.60	NA/AAA AAA	1.91 0.33
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	99,242.14	09/12/2023 5.55%	99,235.32 99,239.03	100.61 4.31%	99,851.48 241.71	0.45% 612.46	Aaa/NA AAA	2.12 0.50
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	18,865.32	07/11/2023 5.51%	18,864.59 18,864.99	100.50 4.27%	18,959.13 42.84	0.08% 94.15	Aaa/AAA NA	2.21 0.40
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,998.53	100.58 3.98%	216,245.07 499.76	0.97% 1,246.53	NA/AAA AAA	0.46 0.44
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,995.23	100.55 4.09%	85,469.97 163.63	0.38% 474.74	Aaa/NA AAA	3.71 0.97
Total ABS		**429,670.10**	**5.31%**	**429,644.57 429,659.57**	**100.58 4.09%**	**432,147.04 958.47**	**1.93% 2,487.47**		**1.60 0.55**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.90 3.74%	2,966,850.00 216.67	13.28% (33,150.00)	Aa1/AA+ AA+	1.00 0.97
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.90 3.74%**	**2,966,850.00 216.67**	**13.28% (33,150.00)**		**1.00 0.97**
CASH									
CCYUSD	Receivable	951.67	--	951.67 951.67	1.00	951.67 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**951.67**		**951.67 951.67**	**1.00**	**951.67 0.00**	**0.00% 0.00**		**0.00 0.00**
CORPORATE									
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 222,336.65	98.90 4.18%	222,531.53 345.00	1.00% 194.87	A3/A- A	0.37 0.36
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 251,267.37	100.56 4.26%	251,400.50 4,009.93	1.12% 133.13	Aa2/AA- AA	0.69 0.58
Total Corporate		**475,000.00**	**4.36%**	**469,156.00 473,604.02**	**99.78 4.22%**	**473,932.03 4,354.93**	**2.12% 328.00**		**0.54 0.48**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	242,075.48	-- 3.12%	242,075.48 242,075.48	1.00 3.12%	242,075.48 0.00	1.08% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**242,075.48**	**3.12%**	**242,075.48** **242,075.48**	**1.00** **3.12%**	**242,075.48** **0.00**	**1.08%** **0.00**		**0.00** **0.00**
US TREASURY									
912797QD2	UNITED STATES TREASURY 04/16/2026	3,000,000.00	01/16/2026 3.64%	2,974,473.05 2,995,547.63	99.85 3.68%	2,995,467.00 0.00	13.40% (80.63)	P-1/A-1+ F1+	0.04 0.04
912797TS6	UNITED STATES TREASURY 05/19/2026	3,000,000.00	01/16/2026 3.66%	2,964,597.50 2,985,720.00	99.52 3.70%	2,985,480.00 0.00	13.36% (240.00)	P-1/A-1+ F1+	0.13 0.13
912797TD9	UNITED STATES TREASURY 06/18/2026	2,900,000.00	01/16/2026 3.61%	2,857,840.24 2,877,929.79	99.22 3.68%	2,877,400.30 0.00	12.88% (529.49)	P-1/A-1+ F1+	0.22 0.21
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	-- 3.63%	3,121,105.21 3,142,139.79	98.94 3.68%	3,141,449.78 0.00	14.06% (690.01)	P-1/A-1+ F1+	0.29 0.29
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	-- 3.64%	2,824,145.04 2,837,299.44	98.66 3.71%	2,836,414.63 0.00	12.69% (884.81)	P-1/A-1+ F1+	0.37 0.36
91282CLP4	UNITED STATES TREASURY 3.5 09/30/2026	3,400,000.00	03/16/2026 3.69%	3,396,546.88 3,396,809.81	99.86 3.78%	3,395,352.20 325.14	15.19% (1,457.61)	Aa1/AA+ AA+	0.50 0.49
Total US Treasury		**18,350,000.00**	**3.65%**	**18,138,707.92** **18,235,446.45**	**99.36** **3.70%**	**18,231,563.90** **325.14**	**81.58%** **(3,882.55)**		**0.26** **0.26**
Total Portfolio		**22,497,697.25**	**3.55%**	**22,280,535.64** **22,381,737.19**	**98.26** **3.72%**	**22,347,520.11** **5,855.21**	**100.00%** **(34,217.08)**		**0.39** **0.36**
Total Market Value + Accrued						**22,353,375.32**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of March 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/02/2026	31846V401	1,110.13	FIRST AMER:GVT OBLG D	1.000	3.15%	(1,110.13)	0.00	(1,110.13)	0.00
Purchase	03/02/2026	31846V401	507,607.50	FIRST AMER:GVT OBLG D	1.000	3.15%	(507,607.50)	0.00	(507,607.50)	0.00
Purchase	03/16/2026	31846V401	10,586.85	FIRST AMER:GVT OBLG D	1.000	3.13%	(10,586.85)	0.00	(10,586.85)	0.00
Purchase	03/16/2026	31846V401	937.04	FIRST AMER:GVT OBLG D	1.000	3.13%	(937.04)	0.00	(937.04)	0.00
Purchase	03/17/2026	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026	99.898	3.69%	(3,396,546.88)	(54,923.08)	(3,451,469.96)	0.00
Purchase	03/17/2026	31846V401	3,000,000.00	FIRST AMER:GVT OBLG D	1.000	3.14%	(3,000,000.00)	0.00	(3,000,000.00)	0.00
Purchase	03/25/2026	31846V401	1,667.23	FIRST AMER:GVT OBLG D	1.000	3.12%	(1,667.23)	0.00	(1,667.23)	0.00
Purchase	03/30/2026	31846V401	39,000.00	FIRST AMER:GVT OBLG D	1.000	3.13%	(39,000.00)	0.00	(39,000.00)	0.00
Purchase	03/31/2026	31846V401	59,500.00	FIRST AMER:GVT OBLG D	1.000	3.12%	(59,500.00)	0.00	(59,500.00)	0.00
Total Purchase			**7,020,408.75**				**(7,016,955.63)**	**(54,923.08)**	**(7,071,878.71)**	**0.00**
TOTAL ACQUISITIONS			**7,020,408.75**				**(7,016,955.63)**	**(54,923.08)**	**(7,071,878.71)**	**0.00**
DISPOSITIONS										
Maturity	03/01/2026	30231GAT9	(500,000.00)	EXXON MOBIL CORP 3.043 03/01/2026	100.000	4.53%	500,000.00	0.00	500,000.00	0.00
Maturity	03/17/2026	912797SZ1	(3,000,000.00)	UNITED STATES TREASURY 03/17/2026	100.000	3.66%	3,000,000.00	0.00	3,000,000.00	0.00
Total Maturity			**(3,500,000.00)**				**3,500,000.00**	**0.00**	**3,500,000.00**	**0.00**
Sale	03/17/2026	31846V401	(3,451,469.96)	FIRST AMER:GVT OBLG D	1.000	3.14%	3,451,469.96	0.00	3,451,469.96	0.00
Total Sale			**(3,451,469.96)**				**3,451,469.96**	**0.00**	**3,451,469.96**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of March 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL DISPOSITIONS			**(6,951,469.96)**				**6,951,469.96**	**0.00**	**6,951,469.96**	**0.00**
OTHER TRANSACTIONS										
Coupon	03/01/2026	30231GAT9	0.00	EXXON MOBIL CORP 3.043 03/01/2026		4.53%	7,607.50	0.00	7,607.50	0.00
Coupon	03/15/2026	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	487.96	0.00	487.96	0.00
Coupon	03/15/2026	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	03/16/2026	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	95.06	0.00	95.06	0.00
Coupon	03/16/2026	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	03/25/2026	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	60.03	0.00	60.03	0.00
Coupon	03/30/2026	3130ARF55	0.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		2.60%	39,000.00	0.00	39,000.00	0.00
Coupon	03/31/2026	91282CLP4	0.00	UNITED STATES TREASURY 3.5 09/30/2026		3.69%	59,500.00	0.00	59,500.00	0.00
Total Coupon			**0.00**				**108,014.84**	**0.00**	**108,014.84**	**0.00**
Dividend	03/31/2026	31846V401	0.00	FIRST AMER:GVT OBLG D		3.13%	951.67	0.00	951.67	0.00
Total Dividend			**0.00**				**951.67**	**0.00**	**951.67**	**0.00**
Principal Paydown	03/15/2026	47787CAC7	7,610.70	JDOT 2023-C A3 5.48 05/15/2028		5.55%	7,610.70	--	7,610.70	(0.00)
Principal Paydown	03/16/2026	36267KAD9	2,065.88	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,065.88	--	2,065.88	(0.00)
Principal Paydown	03/25/2026	05592XAD2	1,607.20	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	1,607.20	--	1,607.20	(0.00)

TRANSACTION LEDGER

City of Banning | Account #11089 | As of March 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Principal Paydown			**11,283.78**				**11,283.78**	**--**	**11,283.78**	**(0.01)**
TOTAL OTHER TRANSACTIONS			**11,283.78**				**120,250.29**	**0.00**	**120,250.29**	**(0.01)**

INCOME EARNED

City of Banning | Account #11089 | As of March 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	242,075.48	73,136.69 3,620,408.75 (3,451,469.96) 242,075.48	0.00 1,110.13 0.00 1,110.13	0.00 0.00 0.00 1,110.13	1,110.13
912797QD2	UNITED STATES TREASURY 04/16/2026	01/16/2026 01/20/2026 3,000,000.00	2,986,346.05 0.00 0.00 2,995,547.63	0.00 0.00 0.00 0.00	9,201.58 0.00 9,201.58 9,201.58	9,201.58
912797SZ1	UNITED STATES TREASURY 03/17/2026	01/16/2026 01/20/2026 0.00	2,995,216.67 0.00 (3,000,000.00) 0.00	0.00 0.00 0.00 0.00	4,783.33 0.00 4,783.33 4,783.33	4,783.33
CCYUSD	Receivable	951.67	1,110.13 0.00 0.00 951.67	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**3,243,027.15**	**6,055,809.54 3,620,408.75 (6,451,469.96) 3,238,574.78**	**0.00 1,110.13 0.00 1,110.13**	**13,984.91 0.00 13,984.91 15,095.04**	**15,095.04**
FIXED INCOME						
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,998.26 0.00 0.00 214,998.53	499.76 937.04 499.76 937.04	0.27 0.00 0.27 937.31	937.31
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 11,562.64	13,168.84 0.00 (1,607.20) 11,561.80	12.01 60.03 10.54 58.56	0.16 0.00 0.16 58.73	58.73
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 0.00	500,000.00 0.00 (500,000.00) 0.00	7,607.50 7,607.50 0.00 0.00	0.00 0.00 0.00 0.00	0.00

INCOME EARNED

City of Banning | Account #11089 | As of March 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	32,716.67 39,000.00 216.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 18,865.32	20,930.82 0.00 (2,065.88) 18,864.99	47.53 95.06 42.84 90.37	0.05 0.00 0.05 90.42	90.42
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,995.12 0.00 0.00 84,995.23	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 99,242.14	106,849.35 0.00 (7,610.70) 99,239.03	260.25 487.96 241.71 469.42	0.37 0.00 0.37 469.80	469.80
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	251,445.15 0.00 0.00 251,267.37	2,945.35 0.00 4,009.93 1,064.58	0.00 (177.78) (177.78) 886.81	886.81
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	221,720.50 0.00 0.00 222,336.65	129.38 0.00 345.00 215.63	616.15 0.00 616.15 831.77	831.77
912797TD9	UNITED STATES TREASURY 06/18/2026	01/16/2026 01/20/2026 2,900,000.00	2,869,158.30 0.00 0.00 2,877,929.79	0.00 0.00 0.00 0.00	8,771.49 0.00 8,771.49 8,771.49	8,771.49
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	3,132,529.73 0.00 0.00 3,142,139.79	0.00 0.00 0.00 0.00	9,610.06 0.00 9,610.06 9,610.06	9,610.06
912797TS6	UNITED STATES TREASURY 05/19/2026	01/16/2026 01/20/2026 3,000,000.00	2,976,497.50 0.00 0.00 2,985,720.00	0.00 0.00 0.00 0.00	9,222.50 0.00 9,222.50 9,222.50	9,222.50

INCOME EARNED

City of Banning | Account #11089 | As of March 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797TW7	UNITED STATES TREASURY 08/13/2026	 2,875,000.00	2,828,577.67 0.00 0.00 2,837,299.44	0.00 0.00 0.00 0.00	8,721.77 0.00 8,721.77 8,721.77	8,721.77
91282CLP4	UNITED STATES TREASURY 3.5 09/30/2026	03/16/2026 03/17/2026 3,400,000.00	0.00 3,396,546.88 0.00 3,396,809.81	0.00 4,576.92 325.14 4,902.06	262.93 0.00 262.93 5,164.98	5,164.98
			16,220,871.23 **3,396,546.88** **(511,283.79)**	**44,382.05** **53,091.76** **5,855.21**	**37,205.87** **(177.78)** **37,028.09**	
Total Fixed Income		**19,254,670.10**	**19,143,162.42**	**14,564.91**	**51,593.00**	**51,593.00**
			22,276,680.77 **7,016,955.63** **(6,962,753.75)**	**44,382.05** **54,201.89** **5,855.21**	**51,190.78** **(177.78)** **51,013.00**	
TOTAL PORTFOLIO		**22,497,697.25**	**22,381,737.19**	**15,675.04**	**66,688.04**	**66,688.04**

CASH FLOW REPORT

City of Banning | Account #11089 | As of March 31, 2026

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
APRIL 2026							
04/01/2026	Dividend	31846V401	0.00	FIRST AMER:GVT OBLG D	951.67		951.67
04/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
04/15/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		463.47	463.47
04/15/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	10,399.45		10,399.45
04/16/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		98.73	98.73
04/16/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,851.45		1,851.45
04/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/16/2026	Final Maturity	912797QD2	3,000,000.00	UNITED STATES TREASURY 04/16/2026	3,000,000.00		3,000,000.00
04/27/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		52.71	52.71
04/27/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	564.47		564.47
April 2026 Total					**3,013,767.03**	**1,879.20**	**3,015,646.23**
MAY 2026							
05/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
05/15/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		415.98	415.98
05/15/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	10,788.84		10,788.84
05/18/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		90.32	90.32
05/18/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,775.88		1,775.88
05/18/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/19/2026	Final Maturity	912797TS6	3,000,000.00	UNITED STATES TREASURY 05/19/2026	3,000,000.00		3,000,000.00
05/25/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		50.13	50.13
05/25/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	1,328.88		1,328.88
May 2026 Total					**3,013,893.60**	**1,820.73**	**3,015,714.32**
JUNE 2026							
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		366.71	366.71
06/15/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	9,315.08		9,315.08
06/16/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/18/2026	Final Maturity	912797TD9	2,900,000.00	UNITED STATES TREASURY 06/18/2026	2,900,000.00		2,900,000.00

CASH FLOW REPORT

City of Banning | Account #11089 | As of March 31, 2026

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		44.08	44.08
06/25/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	1,305.09		1,305.09
June 2026 Total					**2,912,367.08**	**8,144.83**	**2,920,511.92**
JULY 2026							
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		324.17	324.17
07/15/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	9,826.56		9,826.56
07/16/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/16/2026	Final Maturity	912797TN7	3,175,000.00	UNITED STATES TREASURY 07/16/2026	3,175,000.00		3,175,000.00
07/27/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		38.13	38.13
07/27/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	1,279.73		1,279.73
July 2026 Total					**3,187,819.50**	**1,700.91**	**3,189,520.41**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/13/2026	Final Maturity	912797TW7	2,875,000.00	UNITED STATES TREASURY 08/13/2026	2,875,000.00		2,875,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54
08/17/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	2,939.07		2,939.07
08/17/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		279.30	279.30
08/17/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	7,029.11		7,029.11
08/25/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		32.29	32.29
08/25/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	1,248.87		1,248.87
August 2026 Total					**3,112,882.34**	**2,936.17**	**3,115,818.51**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04

CASH FLOW REPORT

City of Banning | Account #11089 | As of March 31, 2026

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00
09/15/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		247.20	247.20
09/15/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	5,174.49		5,174.49
09/16/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		315.93	315.93
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,593.56		3,593.56
09/25/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		26.60	26.60
09/25/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	1,226.03		1,226.03
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
09/30/2026	Coupon	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026		59,500.00	59,500.00
09/30/2026	Final Maturity	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026	3,400,000.00		3,400,000.00
September 2026 Total					**3,626,627.29**	**100,085.75**	**3,726,713.04**
OCTOBER 2026							
10/15/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		223.57	223.57
10/15/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	6,219.38		6,219.38
10/16/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		51.56	51.56
10/16/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,571.52		1,571.52
10/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		302.10	302.10
10/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,460.77		4,460.77
10/26/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		21.01	21.01
10/26/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	1,076.28		1,076.28
October 2026 Total					**13,327.95**	**598.24**	**13,926.19**
NOVEMBER 2026							
11/09/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		5,322.92	5,322.92
11/09/2026	Effective Maturity	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00		250,000.00
11/16/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		44.43	44.43
11/16/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,536.46		1,536.46
11/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		284.93	284.93
11/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,377.31		4,377.31
11/16/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		195.16	195.16

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/16/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	6,768.01		6,768.01
11/25/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		16.11	16.11
11/25/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	1,027.74		1,027.74
November 2026 Total					**263,709.52**	**5,863.54**	**269,573.06**
DECEMBER 2026							
12/15/2026	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		164.26	164.26
12/15/2026	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	4,649.70		4,649.70
12/16/2026	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		37.45	37.45
12/16/2026	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,464.11		1,464.11
12/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		268.07	268.07
12/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,148.45		4,148.45
12/25/2026	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		11.42	11.42
12/25/2026	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	989.51		989.51
December 2026 Total					**11,251.78**	**481.20**	**11,732.98**
JANUARY 2027							
01/15/2027	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		143.02	143.02
01/15/2027	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	7,169.63		7,169.63
01/18/2027	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		30.80	30.80
01/18/2027	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,437.23		1,437.23
01/18/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		252.10	252.10
01/18/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,081.43		4,081.43
01/25/2027	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		6.91	6.91
01/25/2027	Principal Paydown	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	974.08		974.08
January 2027 Total					**13,662.37**	**432.83**	**14,095.20**
FEBRUARY 2027							
02/15/2027	Coupon	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028		110.28	110.28
02/15/2027	Principal Paydown	47787CAC7	99,242.14	JDOT 2023-C A3 5.48 05/15/2028	6,696.25		6,696.25
02/16/2027	Coupon	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028		24.27	24.27
02/16/2027	Principal Paydown	36267KAD9	18,865.32	GMCAR 2023-3 A3 5.45 06/16/2028	1,417.13		1,417.13
02/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		236.39	236.39

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,838.62		3,838.62
02/25/2027	Coupon	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028		2.47	2.47
02/25/2027	Effective Maturity	05592XAD2	11,562.64	BMWOT 2023-A A3 5.47 02/25/2028	541.97		541.97
February 2027 Total					**12,493.97**	**373.41**	**12,867.38**
Grand Total			**31,837,742.09**		**19,181,802.41**	**124,316.82**	**19,306,119.24**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of March 31, 2026

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of April 30, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of April 30, 2026

Portfolio Characteristics

Average Modified Duration	0.35
Average Coupon	1.05%
Average Purchase YTM	3.56%
Average Market YTM	3.71%
Average Credit Quality*	AAA
Average Final Maturity	0.38
Average Life	0.36

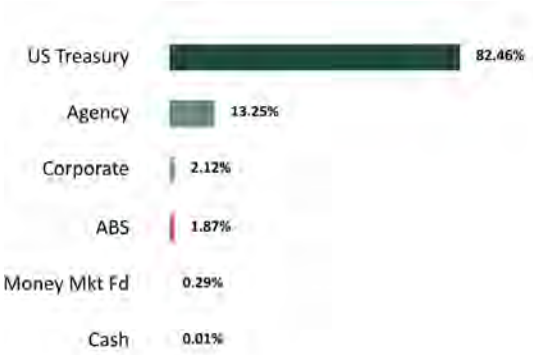
Account Summary

	End Values as of 03/31/2026	End Values as of 04/30/2026
Market Value	22,347,520.11	22,397,697.35
Accrued Interest	5,855.21	23,360.45
Total Market Value	**22,353,375.32**	**22,421,057.80**
Income Earned	66,688.04	64,403.06
Cont/WD	0.00	0.00
Par	22,497,697.25	22,558,208.19
Book Value	22,381,737.19	22,429,171.35
Cost Value	22,280,535.64	22,309,407.51

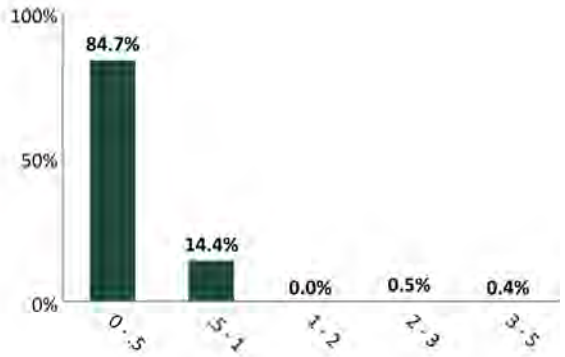
Top Issuers

United States	82.46%
Federal Home Loan Banks	13.25%
JPMorgan Chase & Co.	1.12%
PNC Financial Services	1.00%
American Express Credit Master Trust	0.96%
GM Financial Securitized Term	0.46%
John Deere Owner Trust	0.40%
First American Govt Oblig Fund	0.29%

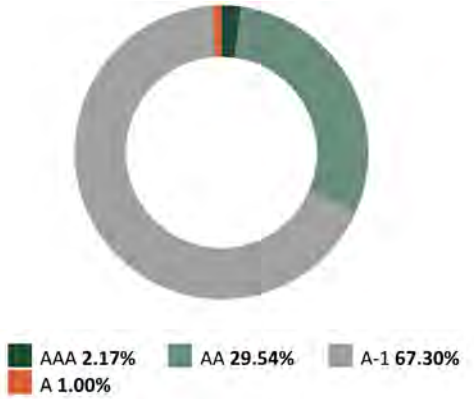
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.30%	0.84%	1.14%	4.02%	4.81%	--	--	--	4.89%
Benchmark Return	0.32%	0.83%	1.10%	3.99%	4.54%	--	--	--	4.70%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of April 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	1.9	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	2.1	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of April 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.3	Compliant	
Max % Issuer (MV)	30.0	13.3	Compliant	
Max Callables (MV)	20.0	13.3	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.3	Compliant	
Max % Issuer (MV)	20.0	0.3	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of April 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	82.5	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of April 30, 2026

Maturities / Calls

Month to Date	**(3,000,000.00)**
Fiscal Year to Date	**(114,005,000.00)**

Principal Paydowns

Month to Date	**(13,142.81)**
Fiscal Year to Date	**(168,625.23)**

Purchases

Month to Date	**6,208,783.33**
Fiscal Year to Date	**229,025,166.18**

Sales

Month to Date	**(3,192,832.96)**
Fiscal Year to Date	**(114,578,536.58)**

Interest Received

Month to Date	**2,807.56**
Fiscal Year to Date	**327,927.45**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**(54,923.08)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	22,381,737.19	21,683,876.68
Maturities/Calls	(3,000,000.00)	(114,005,000.00)
Principal Paydowns	(13,142.81)	(168,625.23)
Purchases	6,208,783.33	229,025,166.18
Sales	(3,192,832.96)	(114,578,536.58)
Change in Cash, Payables, Receivables	536.34	(1,682.87)
Amortization/Accretion	44,090.26	473,973.18
Realized Gain (Loss)	0.00	(0.01)
Ending Book Value	22,429,171.35	22,429,171.35

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	22,347,520.11	21,622,793.03
Maturities/Calls	(3,000,000.00)	(114,005,000.00)
Principal Paydowns	(13,142.81)	(168,625.23)
Purchases	6,208,783.33	229,025,166.18
Sales	(3,192,832.96)	(114,578,536.58)
Change in Cash, Payables, Receivables	536.34	(1,682.87)
Amortization/Accretion	44,090.26	473,973.18
Change in Net Unrealized Gain (Loss)	2,743.08	29,609.65
Realized Gain (Loss)	0.00	(0.01)
Ending Market Value	22,397,697.35	22,397,697.35

HOLDINGS REPORT

City of Banning | Account #11089 | As of April 30, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	9,858.66	07/12/2023 5.47%	9,856.91 9,857.97	100.47 3.78%	9,905.28 8.99	0.04% 47.31	NA/AAA AAA	1.82 0.27
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	89,909.54	09/12/2023 5.55%	89,903.36 89,906.83	100.68 4.19%	90,516.97 218.98	0.40% 610.14	Aaa/NA AAA	2.04 0.50
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	16,759.09	07/11/2023 5.51%	16,758.44 16,758.81	100.53 4.08%	16,847.89 38.06	0.08% 89.09	Aaa/AAA NA	2.13 0.37
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,998.79	100.49 3.92%	216,062.32 499.76	0.96% 1,063.52	NA/AAA AAA	0.38 0.36
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,995.34	100.55 4.01%	85,464.44 163.63	0.38% 469.10	Aaa/NA AAA	3.63 0.83
Total ABS		**416,527.29**	**5.31%**	**416,502.78 416,517.74**	**100.54 4.00%**	**418,796.90 929.41**	**1.87% 2,279.16**		**1.51 0.48**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.95 3.78%	2,968,413.00 6,716.67	13.25% (31,587.00)	Aa1/AA+ AA+	0.91 0.89
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.95 3.78%**	**2,968,413.00 6,716.67**	**13.25% (31,587.00)**		**0.91 0.89**
CASH									
CCYUSD	Receivable	1,488.01	--	1,488.01 1,488.01	1.00	1,488.01 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,488.01**		**1,488.01 1,488.01**	**1.00**	**1,488.01 0.00**	**0.01% 0.00**		**0.00 0.00**
CORPORATE									
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 222,932.92	99.18 4.06%	223,160.63 560.63	1.00% 227.70	A3/A- A	0.29 0.28
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 251,095.33	100.60 4.08%	251,500.50 5,074.51	1.12% 405.17	Aa2/AA- AA	0.61 0.50
Total Corporate		**475,000.00**	**4.36%**	**469,156.00 474,028.25**	**99.93 4.07%**	**474,661.13 5,635.14**	**2.12% 632.87**		**0.46 0.40**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	65,192.89	-- 3.12%	65,192.89 65,192.89	1.00 3.12%	65,192.89 0.00	0.29% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**65,192.89**	**3.12%**	**65,192.89** **65,192.89**	**1.00** **3.12%**	**65,192.89** **0.00**	**0.29%** **0.00**		**0.00** **0.00**
US TREASURY									
912797TS6	UNITED STATES TREASURY 05/19/2026	3,000,000.00	01/16/2026 3.66%	2,964,597.50 2,994,645.00	99.82 3.65%	2,994,615.00 0.00	13.37% (30.00)	P-1/A-1+ F1+	0.05 0.05
912797TD9	UNITED STATES TREASURY 06/18/2026	2,900,000.00	01/16/2026 3.61%	2,857,840.24 2,886,418.33	99.52 3.68%	2,886,048.10 0.00	12.89% (370.23)	P-1/A-1+ F1+	0.13 0.13
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	-- 3.63%	3,121,105.21 3,151,439.85	99.24 3.66%	3,150,962.08 0.00	14.07% (477.77)	P-1/A-1+ F1+	0.21 0.21
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	-- 3.64%	2,824,145.04 2,845,739.86	98.96 3.67%	2,845,220.75 0.00	12.70% (519.11)	P-1/A-1+ F1+	0.29 0.28
91282CLP4	UNITED STATES TREASURY 3.5 09/30/2026	3,400,000.00	03/16/2026 3.69%	3,396,546.88 3,397,335.66	99.90 3.74%	3,396,464.00 10,079.24	15.16% (871.66)	Aa1/AA+ AA+	0.42 0.41
912797UK1	UNITED STATES TREASURY 10/15/2026	3,250,000.00	04/17/2026 3.67%	3,192,832.96 3,196,365.75	98.33 3.70%	3,195,835.50 0.00	14.27% (530.25)	P-1/A-1+ F1+	0.46 0.45
Total US Treasury		**18,600,000.00**	**3.65%**	**18,357,067.83** **18,471,944.46**	**99.30** **3.69%**	**18,469,145.43** **10,079.24**	**82.46%** **(2,799.04)**		**0.27** **0.26**
Total Portfolio		**22,558,208.19**	**3.56%**	**22,309,407.51** **22,429,171.35**	**99.00** **3.71%**	**22,397,697.35** **23,360.45**	**100.00%** **(31,474.00)**		**0.38** **0.35**
Total Market Value + Accrued						**22,421,057.80**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of April 30, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/01/2026	31846V401	951.67	FIRST AMER:GVT OBLG D	1.000	3.13%	(951.67)	0.00	(951.67)	0.00
Purchase	04/15/2026	31846V401	9,785.81	FIRST AMER:GVT OBLG D	1.000	3.12%	(9,785.81)	0.00	(9,785.81)	0.00
Purchase	04/15/2026	31846V401	937.04	FIRST AMER:GVT OBLG D	1.000	3.12%	(937.04)	0.00	(937.04)	0.00
Purchase	04/16/2026	31846V401	2,519.16	FIRST AMER:GVT OBLG D	1.000	3.15%	(2,519.16)	0.00	(2,519.16)	0.00
Purchase	04/16/2026	31846V401	3,000,000.00	FIRST AMER:GVT OBLG D	1.000	3.15%	(3,000,000.00)	0.00	(3,000,000.00)	0.00
Purchase	04/20/2026	912797UK1	3,250,000.00	UNITED STATES TREASURY 10/15/2026	98.241	3.67%	(3,192,832.96)	0.00	(3,192,832.96)	0.00
Purchase	04/27/2026	31846V401	1,756.69	FIRST AMER:GVT OBLG D	1.000	3.13%	(1,756.69)	0.00	(1,756.69)	0.00
Total Purchase			**6,265,950.37**				**(6,208,783.33)**	**0.00**	**(6,208,783.33)**	**0.00**
TOTAL ACQUISITIONS			**6,265,950.37**				**(6,208,783.33)**	**0.00**	**(6,208,783.33)**	**0.00**
DISPOSITIONS										
Maturity	04/16/2026	912797QD2	(3,000,000.00)	UNITED STATES TREASURY 04/16/2026	100.000	3.64%	3,000,000.00	0.00	3,000,000.00	0.00
Total Maturity			**(3,000,000.00)**				**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**
Sale	04/20/2026	31846V401	(3,192,832.96)	FIRST AMER:GVT OBLG D	1.000	3.12%	3,192,832.96	0.00	3,192,832.96	0.00
Total Sale			**(3,192,832.96)**				**3,192,832.96**	**0.00**	**3,192,832.96**	**0.00**
TOTAL DISPOSITIONS			**(6,192,832.96)**				**6,192,832.96**	**0.00**	**6,192,832.96**	**0.00**
OTHER TRANSACTIONS										

TRANSACTION LEDGER

City of Banning | Account #11089 | As of April 30, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	04/15/2026	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	453.21	0.00	453.21	0.00
Coupon	04/15/2026	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	04/16/2026	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	85.68	0.00	85.68	0.00
Coupon	04/16/2026	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	04/25/2026	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	52.71	0.00	52.71	0.00
Total Coupon			**0.00**				**1,855.89**	**0.00**	**1,855.89**	**0.00**
Dividend	04/30/2026	31846V401	0.00	FIRST AMER:GVT OBLG D		3.12%	1,488.01	0.00	1,488.01	0.00
Total Dividend			**0.00**				**1,488.01**	**0.00**	**1,488.01**	**0.00**
Principal Paydown	04/15/2026	47787CAC7	9,332.60	JDOT 2023-C A3 5.48 05/15/2028		5.55%	9,332.60	--	9,332.60	0.00
Principal Paydown	04/16/2026	36267KAD9	2,106.23	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	2,106.23	--	2,106.23	0.00
Principal Paydown	04/25/2026	05592XAD2	1,703.98	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	1,703.98	--	1,703.98	(0.00)
Total Principal Paydown			**13,142.81**				**13,142.81**	**--**	**13,142.81**	**0.00**
TOTAL OTHER TRANSACTIONS			**13,142.81**				**16,486.71**	**0.00**	**16,486.71**	**0.00**

INCOME EARNED

City of Banning | Account #11089 | As of April 30, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	65,192.89	242,075.48 3,015,950.37 (3,192,832.96) 65,192.89	0.00 951.67 0.00 951.67	0.00 0.00 0.00 951.67	951.67
912797QD2	UNITED STATES TREASURY 04/16/2026	01/16/2026 01/20/2026 0.00	2,995,547.63 0.00 (3,000,000.00) 0.00	0.00 0.00 0.00 0.00	4,452.38 0.00 4,452.38 4,452.38	4,452.38
CCYUSD	Receivable	1,488.01	951.67 0.00 0.00 1,488.01	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**66,680.90**	**3,238,574.78** **3,015,950.37** **(6,192,832.96)** **66,680.90**	**0.00** **951.67** **0.00** **951.67**	**4,452.38** **0.00** **4,452.38** **5,404.05**	**5,404.05**
FIXED INCOME						
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,998.53 0.00 0.00 214,998.79	499.76 937.04 499.76 937.04	0.26 0.00 0.26 937.30	937.30
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 9,858.66	11,561.80 0.00 (1,703.98) 9,857.97	10.54 52.71 8.99 51.16	0.16 0.00 0.16 51.31	51.31
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	216.67 0.00 6,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 16,759.09	18,864.99 0.00 (2,106.23) 16,758.81	42.84 85.68 38.06 80.90	0.05 0.00 0.05 80.94	80.94

INCOME EARNED

City of Banning | Account #11089 | As of April 30, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,995.23 0.00 0.00 84,995.34	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 89,909.54	99,239.03 0.00 (9,332.60) 89,906.83	241.71 453.21 218.98 430.48	0.40 0.00 0.40 430.88	430.88
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	251,267.37 0.00 0.00 251,095.33	4,009.93 0.00 5,074.51 1,064.58	0.00 (172.04) (172.04) 892.54	892.54
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	222,336.65 0.00 0.00 222,932.92	345.00 0.00 560.63 215.63	596.27 0.00 596.27 811.90	811.90
912797TD9	UNITED STATES TREASURY 06/18/2026	01/16/2026 01/20/2026 2,900,000.00	2,877,929.79 0.00 0.00 2,886,418.33	0.00 0.00 0.00 0.00	8,488.54 0.00 8,488.54 8,488.54	8,488.54
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	3,142,139.79 0.00 0.00 3,151,439.85	0.00 0.00 0.00 0.00	9,300.06 0.00 9,300.06 9,300.06	9,300.06
912797TS6	UNITED STATES TREASURY 05/19/2026	01/16/2026 01/20/2026 3,000,000.00	2,985,720.00 0.00 0.00 2,994,645.00	0.00 0.00 0.00 0.00	8,925.00 0.00 8,925.00 8,925.00	8,925.00
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	2,837,299.44 0.00 0.00 2,845,739.86	0.00 0.00 0.00 0.00	8,440.42 0.00 8,440.42 8,440.42	8,440.42
912797UK1	UNITED STATES TREASURY 10/15/2026	04/17/2026 04/20/2026 3,250,000.00	0.00 3,192,832.96 0.00 3,196,365.75	0.00 0.00 0.00 0.00	3,532.79 0.00 3,532.79 3,532.79	3,532.79

INCOME EARNED

City of Banning | Account #11089 | As of April 30, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLP4	UNITED STATES TREASURY 3.5 09/30/2026	03/16/2026 03/17/2026 3,400,000.00	3,396,809.81 0.00 0.00 3,397,335.66	325.14 0.00 10,079.24 9,754.10	525.86 0.00 525.86 10,279.95	10,279.95
			19,143,162.42 **3,192,832.96** **(13,142.81)**	**5,855.21** **1,855.89** **23,360.45**	**39,809.92** **(172.04)** **39,637.88**	
Total Fixed Income		**22,491,527.29**	**22,362,490.45**	**19,361.13**	**58,999.01**	**58,999.01**
			22,381,737.19 **6,208,783.33** **(6,205,975.77)**	**5,855.21** **2,807.56** **23,360.45**	**44,262.30** **(172.04)** **44,090.26**	
TOTAL PORTFOLIO		**22,558,208.19**	**22,429,171.35**	**20,312.80**	**64,403.06**	**64,403.06**

CASH FLOW REPORT

City of Banning | Account #11089 | As of April 30, 2026

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2026							
05/01/2026	Dividend	31846V401	0.00	FIRST AMER:GVT OBLG D	1,488.01		1,488.01
05/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
05/15/2026	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		415.98	415.98
05/15/2026	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	10,788.84		10,788.84
05/18/2026	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		90.32	90.32
05/18/2026	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,775.88		1,775.88
05/18/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/19/2026	Final Maturity	912797TS6	3,000,000.00	UNITED STATES TREASURY 05/19/2026	3,000,000.00		3,000,000.00
05/25/2026	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		50.13	50.13
05/25/2026	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	1,328.88		1,328.88
May 2026 Total					**3,015,381.61**	**1,820.73**	**3,017,202.33**
JUNE 2026							
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		366.71	366.71
06/15/2026	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	9,315.08		9,315.08
06/16/2026	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/18/2026	Final Maturity	912797TD9	2,900,000.00	UNITED STATES TREASURY 06/18/2026	2,900,000.00		2,900,000.00
06/25/2026	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		44.08	44.08
06/25/2026	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	1,305.09		1,305.09
June 2026 Total					**2,912,367.08**	**8,144.83**	**2,920,511.92**
JULY 2026							
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		324.17	324.17
07/15/2026	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	9,826.56		9,826.56
07/16/2026	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/16/2026	Final Maturity	912797TN7	3,175,000.00	UNITED STATES TREASURY 07/16/2026	3,175,000.00		3,175,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/27/2026	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		38.13	38.13
07/27/2026	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	1,279.73		1,279.73
July 2026 Total					**3,187,819.50**	**1,700.91**	**3,189,520.41**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/13/2026	Final Maturity	912797TW7	2,875,000.00	UNITED STATES TREASURY 08/13/2026	2,875,000.00		2,875,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54
08/17/2026	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,860.10		3,860.10
08/17/2026	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		279.30	279.30
08/17/2026	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	7,029.11		7,029.11
08/25/2026	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		32.29	32.29
08/25/2026	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	1,248.87		1,248.87
August 2026 Total					**3,113,803.37**	**2,936.17**	**3,116,739.54**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00
09/15/2026	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		247.20	247.20
09/15/2026	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	5,174.49		5,174.49
09/16/2026	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		312.39	312.39
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,544.67		3,544.67
09/25/2026	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		26.60	26.60
09/25/2026	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	1,226.03		1,226.03
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
09/30/2026	Coupon	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026		59,500.00	59,500.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/30/2026	Final Maturity	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026	3,400,000.00		3,400,000.00
September 2026 Total					**3,626,578.40**	**100,082.21**	**3,726,660.61**
OCTOBER 2026							
10/15/2026	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		223.57	223.57
10/15/2026	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	6,219.38		6,219.38
10/15/2026	Final Maturity	912797UK1	3,250,000.00	UNITED STATES TREASURY 10/15/2026	3,250,000.00		3,250,000.00
10/16/2026	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		51.56	51.56
10/16/2026	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,571.52		1,571.52
10/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		298.74	298.74
10/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,413.60		4,413.60
10/26/2026	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		21.01	21.01
10/26/2026	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	1,076.28		1,076.28
October 2026 Total					**3,263,280.78**	**594.88**	**3,263,875.66**
NOVEMBER 2026							
11/09/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		5,322.92	5,322.92
11/09/2026	Effective Maturity	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00		250,000.00
11/16/2026	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		44.43	44.43
11/16/2026	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,536.46		1,536.46
11/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		281.75	281.75
11/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,331.11		4,331.11
11/16/2026	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		195.16	195.16
11/16/2026	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	6,768.01		6,768.01
11/25/2026	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		16.11	16.11
11/25/2026	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	1,027.74		1,027.74
November 2026 Total					**263,663.32**	**5,860.36**	**269,523.68**
DECEMBER 2026							
12/15/2026	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		164.26	164.26
12/15/2026	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	4,649.70		4,649.70
12/16/2026	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		37.45	37.45
12/16/2026	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,464.11		1,464.11

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		265.07	265.07
12/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,104.32		4,104.32
12/25/2026	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		11.42	11.42
12/25/2026	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	989.51		989.51
December 2026 Total					**11,207.65**	**478.20**	**11,685.85**
JANUARY 2027							
01/15/2027	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		143.02	143.02
01/15/2027	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	7,169.63		7,169.63
01/18/2027	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		30.80	30.80
01/18/2027	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,437.23		1,437.23
01/18/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		249.27	249.27
01/18/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,038.10		4,038.10
01/25/2027	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		6.91	6.91
01/25/2027	Principal Paydown	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	974.08		974.08
January 2027 Total					**13,619.04**	**430.00**	**14,049.04**
FEBRUARY 2027							
02/15/2027	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		110.28	110.28
02/15/2027	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	6,696.25		6,696.25
02/16/2027	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		24.27	24.27
02/16/2027	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,417.13		1,417.13
02/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		233.73	233.73
02/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,799.83		3,799.83
02/25/2027	Coupon	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028		2.47	2.47
02/25/2027	Effective Maturity	05592XAD2	9,858.66	BMWOT 2023-A A3 5.47 02/25/2028	541.97		541.97
February 2027 Total					**12,455.18**	**370.75**	**12,825.93**
MARCH 2027							
03/15/2027	Coupon	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028		79.70	79.70
03/15/2027	Principal Paydown	47787CAC7	89,909.54	JDOT 2023-C A3 5.48 05/15/2028	5,053.92		5,053.92
03/16/2027	Coupon	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028		17.83	17.83
03/16/2027	Principal Paydown	36267KAD9	16,759.09	GMCAR 2023-3 A3 5.45 06/16/2028	1,292.28		1,292.28

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		219.10	219.10
03/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,669.57		3,669.57
03/30/2027	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
03/30/2027	Final Maturity	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00		3,000,000.00
March 2027 Total					**3,010,015.77**	**39,316.63**	**3,049,332.40**
Grand Total			**37,648,883.02**		**22,430,191.69**	**161,735.69**	**22,591,927.38**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of April 30, 2026

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

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Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

BENCHMARK INDEX & DISCLOSURES

City of Banning | Account #11089 | As of April 30, 2026

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of May 31, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of May 31, 2026

Portfolio Characteristics

Average Modified Duration	0.33
Average Coupon	1.05%
Average Purchase YTM	3.56%
Average Market YTM	3.74%
Average Credit Quality*	AAA
Average Final Maturity	0.36
Average Life	0.34

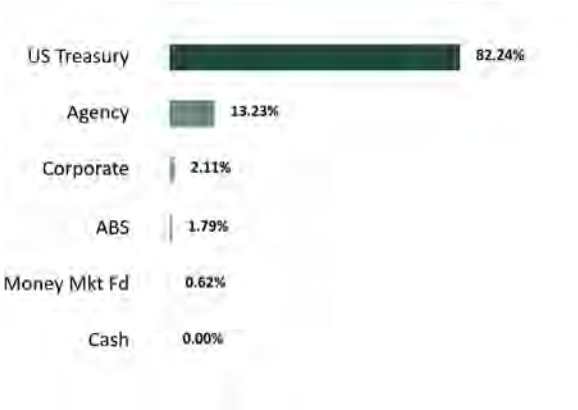
Account Summary

	End Values as of 04/30/2026	End Values as of 05/31/2026
Market Value	22,397,697.35	22,447,032.28
Accrued Interest	23,360.45	41,182.86
Total Market Value	**22,421,057.80**	**22,488,215.14**
Income Earned	64,403.06	67,819.58
Cont/WD	0.00	0.00
Par	22,558,208.19	22,615,621.31
Book Value	22,429,171.35	22,478,432.29
Cost Value	22,309,407.51	22,347,358.95

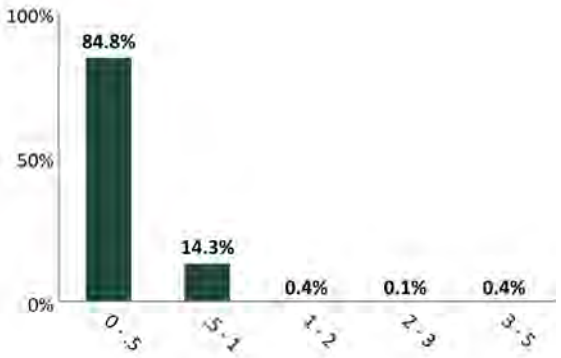
Top Issuers

United States	82.24%
Federal Home Loan Banks	13.23%
JPMorgan Chase & Co.	1.12%
PNC Financial Services	1.00%
American Express Credit Master Trust	0.96%
First American Govt Oblig Fund	0.62%
GM Financial Securitized Term	0.45%
John Deere Owner Trust	0.35%

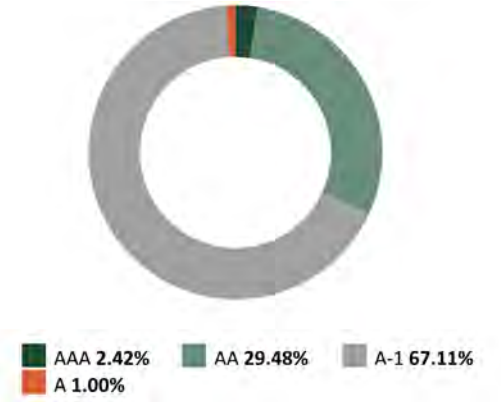
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.30%	0.86%	1.45%	4.04%	4.70%	--	--	--	4.85%
Benchmark Return	0.29%	0.84%	1.39%	4.01%	4.44%	--	--	--	4.66%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	1.8	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	2.1	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.2	Compliant	
Max % Issuer (MV)	30.0	13.2	Compliant	
Max Callables (MV)	20.0	13.2	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.6	Compliant	
Max % Issuer (MV)	20.0	0.6	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of May 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	82.2	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of May 31, 2026

Maturities / Calls

Month to Date	**(3,000,000.00)**
Fiscal Year to Date	**(117,005,000.00)**

Principal Paydowns

Month to Date	**(16,292.99)**
Fiscal Year to Date	**(184,918.22)**

Purchases

Month to Date	**5,964,711.52**
Fiscal Year to Date	**234,989,877.70**

Sales

Month to Date	**(2,945,134.59)**
Fiscal Year to Date	**(117,523,671.17)**

Interest Received

Month to Date	**3,283.94**
Fiscal Year to Date	**331,211.39**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**(54,923.08)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	22,429,171.35	21,683,876.68
Maturities/Calls	(3,000,000.00)	(117,005,000.00)
Principal Paydowns	(16,292.99)	(184,918.22)
Purchases	5,964,711.52	234,989,877.70
Sales	(2,945,134.59)	(117,523,671.17)
Change in Cash, Payables, Receivables	(736.23)	(2,419.10)
Amortization/Accretion	46,713.22	520,686.40
Realized Gain (Loss)	(0.00)	(0.01)
Ending Book Value	22,478,432.29	22,478,432.29

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	22,397,697.35	21,622,793.03
Maturities/Calls	(3,000,000.00)	(117,005,000.00)
Principal Paydowns	(16,292.99)	(184,918.22)
Purchases	5,964,711.52	234,989,877.70
Sales	(2,945,134.59)	(117,523,671.17)
Change in Cash, Payables, Receivables	(736.23)	(2,419.10)
Amortization/Accretion	46,713.22	520,686.40
Change in Net Unrealized Gain (Loss)	73.99	29,683.64
Realized Gain (Loss)	(0.00)	(0.01)
Ending Market Value	22,447,032.28	22,447,032.28

HOLDINGS REPORT

City of Banning | Account #11089 | As of May 31, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	8,323.42	07/12/2023 5.47%	8,321.94 8,322.86	100.42 3.95%	8,358.69 7.59	0.04% 35.83	NA/AAA AAA	1.74 0.27
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	77,070.51	09/12/2023 5.55%	77,065.21 77,068.28	100.63 3.80%	77,555.59 187.71	0.35% 487.31	Aaa/NA AAA	1.96 0.36
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	14,840.37	07/11/2023 5.51%	14,839.80 14,840.13	100.50 4.02%	14,914.48 33.70	0.07% 74.35	Aaa/AAA NA	2.04 0.33
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,999.07	100.39 3.89%	215,843.45 499.76	0.96% 844.38	NA/AAA AAA	0.29 0.28
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,995.44	100.46 4.10%	85,391.26 163.63	0.38% 395.81	Aaa/NA AAA	3.55 0.81
Total ABS		**400,234.30**	**5.30%**	**400,211.02 400,225.79**	**100.46 3.92%**	**402,063.47 892.38**	**1.79% 1,837.68**		**1.40 0.41**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.98 3.85%	2,969,445.00 13,216.67	13.23% (30,555.00)	Aa1/AA+ AA+	0.83 0.81
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.98 3.85%**	**2,969,445.00 13,216.67**	**13.23% (30,555.00)**		**0.83 0.81**
CASH									
CCYUSD	Receivable	751.78	--	751.78 751.78	1.00	751.78 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**751.78**		**751.78 751.78**	**1.00**	**751.78 0.00**	**0.00% 0.00**		**0.00 0.00**
CORPORATE									
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 223,549.07	99.43 4.03%	223,707.38 776.25	1.00% 158.30	A3/A- A	0.20 0.20
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 250,917.55	100.40 4.31%	251,011.00 6,139.10	1.12% 93.45	Aa2/AA- AA	0.52 0.42
Total Corporate		**475,000.00**	**4.36%**	**469,156.00 474,466.62**	**99.94 4.18%**	**474,718.38 6,915.35**	**2.11% 251.75**		**0.37 0.31**

HOLDINGS REPORT

City of Banning | Account #11089 | As of May 31, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	139,635.23	-- 3.11%	139,635.23 139,635.23	1.00 3.51%	139,635.23 0.00	0.62% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**139,635.23**	**3.11%**	**139,635.23** **139,635.23**	**1.00** **3.51%**	**139,635.23** **0.00**	**0.62%** **0.00**		**0.00** **0.00**
US TREASURY									
912797TD9	UNITED STATES TREASURY 06/18/2026	2,900,000.00	01/16/2026 3.61%	2,857,840.24 2,895,189.83	99.83 3.69%	2,895,026.50 0.00	12.90% (163.33)	P-1/A-1+ F1+	0.05 0.05
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	-- 3.63%	3,121,105.21 3,161,049.91	99.55 3.68%	3,160,652.18 0.00	14.08% (397.74)	P-1/A-1+ F1+	0.13 0.12
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	-- 3.64%	2,824,145.04 2,854,461.63	99.27 3.67%	2,854,070.00 0.00	12.71% (391.63)	P-1/A-1+ F1+	0.20 0.20
91282CLP4	UNITED STATES TREASURY 3.5 09/30/2026	3,400,000.00	03/16/2026 3.69%	3,396,546.88 3,397,879.05	99.91 3.76%	3,396,918.75 20,158.47	15.13% (960.30)	Aa1/AA+ AA+	0.33 0.33
912797UK1	UNITED STATES TREASURY 10/15/2026	3,250,000.00	04/17/2026 3.67%	3,192,832.96 3,206,321.81	98.63 3.73%	3,205,501.00 0.00	14.28% (820.81)	P-1/A-1+ F1+	0.38 0.37
912797UZ8	UNITED STATES TREASURY 11/19/2026	3,000,000.00	05/19/2026 3.74%	2,945,134.59 2,948,450.63	98.28 3.75%	2,948,250.00 0.00	13.13% (200.63)	P-1/A-1+ F1+	0.47 0.46
Total US Treasury		**18,600,000.00**	**3.66%**	**18,337,604.92** **18,463,352.86**	**99.25** **3.71%**	**18,460,418.43** **20,158.47**	**82.24%** **(2,934.44)**		**0.26** **0.26**
Total Portfolio		**22,615,621.31**	**3.56%**	**22,347,358.95** **22,478,432.29**	**98.64** **3.74%**	**22,447,032.28** **41,182.86**	**100.00%** **(31,400.01)**		**0.36** **0.33**
Total Market Value + Accrued						**22,488,215.14**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of May 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2026	31846V401	1,488.01	FIRST AMER:GVT OBLG D	1.000	3.12%	(1,488.01)	0.00	(1,488.01)	0.00
Purchase	05/15/2026	31846V401	13,249.62	FIRST AMER:GVT OBLG D	1.000	3.08%	(13,249.62)	0.00	(13,249.62)	0.00
Purchase	05/15/2026	31846V401	937.04	FIRST AMER:GVT OBLG D	1.000	3.08%	(937.04)	0.00	(937.04)	0.00
Purchase	05/18/2026	31846V401	2,322.08	FIRST AMER:GVT OBLG D	1.000	3.07%	(2,322.08)	0.00	(2,322.08)	0.00
Purchase	05/19/2026	31846V401	3,000,000.00	FIRST AMER:GVT OBLG D	1.000	3.06%	(3,000,000.00)	0.00	(3,000,000.00)	0.00
Purchase	05/21/2026	912797UZ8	3,000,000.00	UNITED STATES TREASURY 11/19/2026	98.171	3.74%	(2,945,134.59)	0.00	(2,945,134.59)	0.00
Purchase	05/26/2026	31846V401	1,580.18	FIRST AMER:GVT OBLG D	1.000	3.06%	(1,580.18)	0.00	(1,580.18)	0.00
Total Purchase			**6,019,576.93**				**(5,964,711.52)**	**0.00**	**(5,964,711.52)**	**0.00**
TOTAL ACQUISITIONS			**6,019,576.93**				**(5,964,711.52)**	**0.00**	**(5,964,711.52)**	**0.00**
DISPOSITIONS										
Maturity	05/19/2026	912797TS6	(3,000,000.00)	UNITED STATES TREASURY 05/19/2026	100.000	3.66%	3,000,000.00	0.00	3,000,000.00	0.00
Total Maturity			**(3,000,000.00)**				**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**
Sale	05/21/2026	31846V401	(2,945,134.59)	FIRST AMER:GVT OBLG D	1.000	3.05%	2,945,134.59	0.00	2,945,134.59	0.00
Total Sale			**(2,945,134.59)**				**2,945,134.59**	**0.00**	**2,945,134.59**	**0.00**
TOTAL DISPOSITIONS			**(5,945,134.59)**				**5,945,134.59**	**0.00**	**5,945,134.59**	**0.00**
OTHER TRANSACTIONS										

TRANSACTION LEDGER

City of Banning | Account #11089 | As of May 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	05/15/2026	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	410.59	0.00	410.59	0.00
Coupon	05/15/2026	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	05/16/2026	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	76.11	0.00	76.11	0.00
Coupon	05/16/2026	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	05/25/2026	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	44.94	0.00	44.94	0.00
Total Coupon			**0.00**				**1,795.93**	**0.00**	**1,795.93**	**0.00**
Dividend	05/31/2026	31846V401	0.00	FIRST AMER:GVT OBLG D		3.11%	751.78	0.00	751.78	0.00
Total Dividend			**0.00**				**751.78**	**0.00**	**751.78**	**0.00**
Principal Paydown	05/15/2026	47787CAC7	12,839.03	JDOT 2023-C A3 5.48 05/15/2028		5.55%	12,839.03	--	12,839.03	(0.00)
Principal Paydown	05/16/2026	36267KAD9	1,918.72	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	1,918.72	--	1,918.72	0.00
Principal Paydown	05/25/2026	05592XAD2	1,535.24	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	1,535.24	--	1,535.24	(0.00)
Total Principal Paydown			**16,292.99**				**16,292.99**	**--**	**16,292.99**	**(0.00)**
TOTAL OTHER TRANSACTIONS			**16,292.99**				**18,840.70**	**0.00**	**18,840.70**	**(0.00)**

INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	139,635.23	65,192.89 3,019,576.93 (2,945,134.59) 139,635.23	0.00 1,488.01 0.00 1,488.01	0.00 0.00 0.00 1,488.01	1,488.01
CCYUSD	Receivable	751.78	1,488.01 0.00 0.00 751.78	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**140,387.01**	**66,680.90** **3,019,576.93** **(2,945,134.59)** **140,387.01**	**0.00** **1,488.01** **0.00** **1,488.01**	**0.00** **0.00** **0.00** **1,488.01**	**1,488.01**
FIXED INCOME						
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,998.79 0.00 0.00 214,999.07	499.76 937.04 499.76 937.04	0.27 0.00 0.27 937.31	937.31
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 8,323.42	9,857.97 0.00 (1,535.24) 8,322.86	8.99 44.94 7.59 43.54	0.13 0.00 0.13 43.68	43.68
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	6,716.67 0.00 13,216.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 14,840.37	16,758.81 0.00 (1,918.72) 14,840.13	38.06 76.11 33.70 71.75	0.04 0.00 0.04 71.80	71.80
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,995.34 0.00 0.00 84,995.44	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36

INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 77,070.51	89,906.83 0.00 (12,839.03) 77,068.28	218.98 410.59 187.71 379.32	0.48 0.00 0.48 379.80	379.80
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	251,095.33 0.00 0.00 250,917.55	5,074.51 0.00 6,139.10 1,064.58	0.00 (177.78) (177.78) 886.81	886.81
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	222,932.92 0.00 0.00 223,549.07	560.63 0.00 776.25 215.63	616.15 0.00 616.15 831.77	831.77
912797TD9	UNITED STATES TREASURY 06/18/2026	01/16/2026 01/20/2026 2,900,000.00	2,886,418.33 0.00 0.00 2,895,189.83	0.00 0.00 0.00 0.00	8,771.49 0.00 8,771.49 8,771.49	8,771.49
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	3,151,439.85 0.00 0.00 3,161,049.91	0.00 0.00 0.00 0.00	9,610.06 0.00 9,610.06 9,610.06	9,610.06
912797TS6	UNITED STATES TREASURY 05/19/2026	01/16/2026 01/20/2026 0.00	2,994,645.00 0.00 (3,000,000.00) 0.00	0.00 0.00 0.00 0.00	5,355.00 0.00 5,355.00 5,355.00	5,355.00
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	2,845,739.86 0.00 0.00 2,854,461.63	0.00 0.00 0.00 0.00	8,721.77 0.00 8,721.77 8,721.77	8,721.77
912797UK1	UNITED STATES TREASURY 10/15/2026	04/17/2026 04/20/2026 3,250,000.00	3,196,365.75 0.00 0.00 3,206,321.81	0.00 0.00 0.00 0.00	9,956.06 0.00 9,956.06 9,956.06	9,956.06
912797UZ8	UNITED STATES TREASURY 11/19/2026	05/19/2026 05/21/2026 3,000,000.00	0.00 2,945,134.59 0.00 2,948,450.63	0.00 0.00 0.00 0.00	3,316.04 0.00 3,316.04 3,316.04	3,316.04

INCOME EARNED

City of Banning | Account #11089 | As of May 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLP4	UNITED STATES TREASURY 3.5 09/30/2026	03/16/2026 03/17/2026 3,400,000.00	3,397,335.66 0.00 0.00 3,397,879.05	10,079.24 0.00 20,158.47 10,079.23	543.38 0.00 543.38 10,622.62	10,622.62
Total Fixed Income		**22,475,234.30**	**22,362,490.45** **2,945,134.59** **(3,016,292.99)** **22,338,045.28**	**23,360.45** **1,795.93** **41,182.86** **19,618.35**	**46,891.00** **(177.78)** **46,713.22** **66,331.57**	**66,331.57**
TOTAL PORTFOLIO		**22,615,621.31**	**22,429,171.35** **5,964,711.52** **(5,961,427.58)** **22,478,432.29**	**23,360.45** **3,283.94** **41,182.86** **21,106.36**	**46,891.00** **(177.78)** **46,713.22** **67,819.58**	**67,819.58**

CASH FLOW REPORT

City of Banning | Account #11089 | As of May 31, 2026

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUNE 2026							
06/01/2026	Dividend	31846V401	0.00	FIRST AMER:GVT OBLG D	751.78		751.78
06/08/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
06/15/2026	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		351.96	351.96
06/15/2026	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	9,037.05		9,037.05
06/16/2026	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		82.26	82.26
06/16/2026	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,746.91		1,746.91
06/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/18/2026	Final Maturity	912797TD9	2,900,000.00	UNITED STATES TREASURY 06/18/2026	2,900,000.00		2,900,000.00
06/25/2026	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		44.08	44.08
06/25/2026	Principal Paydown	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	1,305.09		1,305.09
June 2026 Total					**2,912,840.83**	**8,130.08**	**2,920,970.91**
JULY 2026							
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		310.69	310.69
07/15/2026	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	9,640.62		9,640.62
07/16/2026	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/16/2026	Final Maturity	912797TN7	3,175,000.00	UNITED STATES TREASURY 07/16/2026	3,175,000.00		3,175,000.00
07/27/2026	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		38.13	38.13
07/27/2026	Principal Paydown	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	1,279.73		1,279.73
July 2026 Total					**3,187,633.56**	**1,687.43**	**3,189,320.99**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/13/2026	Final Maturity	912797TW7	2,875,000.00	UNITED STATES TREASURY 08/13/2026	2,875,000.00		2,875,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/17/2026	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/17/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,860.10		3,860.10
08/17/2026	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		266.66	266.66
08/17/2026	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	6,887.79		6,887.79
08/25/2026	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		32.29	32.29
08/25/2026	Principal Paydown	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	1,248.87		1,248.87
August 2026 Total					**3,113,662.05**	**2,923.54**	**3,116,585.59**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00
09/15/2026	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		235.21	235.21
09/15/2026	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	5,064.40		5,064.40
09/16/2026	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		312.39	312.39
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,544.67		3,544.67
09/25/2026	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		26.60	26.60
09/25/2026	Principal Paydown	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	1,226.03		1,226.03
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
09/30/2026	Coupon	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026		59,500.00	59,500.00
09/30/2026	Final Maturity	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026	3,400,000.00		3,400,000.00
September 2026 Total					**3,626,468.31**	**100,070.22**	**3,726,538.53**
OCTOBER 2026							
10/15/2026	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		212.08	212.08
10/15/2026	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	6,089.20		6,089.20
10/15/2026	Final Maturity	912797UK1	3,250,000.00	UNITED STATES TREASURY 10/15/2026	3,250,000.00		3,250,000.00
10/16/2026	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		51.56	51.56
10/16/2026	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,571.52		1,571.52
10/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		298.74	298.74
10/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,413.60		4,413.60

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/26/2026	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		21.01	21.01
10/26/2026	Principal Paydown	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	1,076.28		1,076.28
October 2026 Total					**3,263,150.59**	**583.40**	**3,263,733.99**
NOVEMBER 2026							
11/09/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		5,322.92	5,322.92
11/09/2026	Effective Maturity	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00		250,000.00
11/16/2026	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		44.43	44.43
11/16/2026	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,536.46		1,536.46
11/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		281.75	281.75
11/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,331.11		4,331.11
11/16/2026	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		184.27	184.27
11/16/2026	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	6,627.55		6,627.55
11/19/2026	Final Maturity	912797UZ8	3,000,000.00	UNITED STATES TREASURY 11/19/2026	3,000,000.00		3,000,000.00
11/25/2026	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		16.11	16.11
11/25/2026	Principal Paydown	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	1,027.74		1,027.74
November 2026 Total					**3,263,522.86**	**5,849.47**	**3,269,372.33**
DECEMBER 2026							
12/15/2026	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		154.01	154.01
12/15/2026	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	4,551.38		4,551.38
12/16/2026	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		37.45	37.45
12/16/2026	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,464.11		1,464.11
12/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		265.07	265.07
12/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,104.32		4,104.32
12/25/2026	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		11.42	11.42
12/25/2026	Principal Paydown	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	989.51		989.51
December 2026 Total					**11,109.33**	**467.95**	**11,577.28**
JANUARY 2027							
01/15/2027	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		133.22	133.22
01/15/2027	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	7,022.19		7,022.19
01/18/2027	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		30.80	30.80

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/18/2027	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,437.23		1,437.23
01/18/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		249.27	249.27
01/18/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,038.10		4,038.10
01/25/2027	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		6.91	6.91
01/25/2027	Principal Paydown	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	974.08		974.08
January 2027 Total					**13,471.60**	**420.20**	**13,891.80**
FEBRUARY 2027							
02/15/2027	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		101.15	101.15
02/15/2027	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	6,558.67		6,558.67
02/16/2027	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		24.27	24.27
02/16/2027	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,417.13		1,417.13
02/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		233.73	233.73
02/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,799.83		3,799.83
02/25/2027	Coupon	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028		2.47	2.47
02/25/2027	Effective Maturity	05592XAD2	8,323.42	BMWOT 2023-A A3 5.47 02/25/2028	541.97		541.97
February 2027 Total					**12,317.60**	**361.62**	**12,679.22**
MARCH 2027							
03/15/2027	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		71.20	71.20
03/15/2027	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	4,949.11		4,949.11
03/16/2027	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		17.83	17.83
03/16/2027	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,292.28		1,292.28
03/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		219.10	219.10
03/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,669.57		3,669.57
03/30/2027	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
03/30/2027	Final Maturity	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00		3,000,000.00
March 2027 Total					**3,009,910.97**	**39,308.13**	**3,049,219.10**
APRIL 2027							
04/15/2027	Coupon	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028		48.60	48.60
04/15/2027	Principal Paydown	47787CAC7	77,070.51	JDOT 2023-C A3 5.48 05/15/2028	6,651.54		6,651.54
04/16/2027	Coupon	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028		11.97	11.97
04/16/2027	Principal Paydown	36267KAD9	14,840.37	GMCAR 2023-3 A3 5.45 06/16/2028	1,327.15		1,327.15

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		204.97	204.97
04/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,839.21		3,839.21
April 2027 Total					**11,817.90**	**265.54**	**12,083.44**
Grand Total			**37,146,860.86**		**22,425,905.61**	**160,067.57**	**22,585,973.18**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of May 31, 2026

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of June 30, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of June 30, 2026

Portfolio Characteristics

Average Modified Duration	0.32
Average Coupon	1.05%
Average Purchase YTM	3.60%
Average Market YTM	3.84%
Average Credit Quality*	AAA
Average Final Maturity	0.34
Average Life	0.32

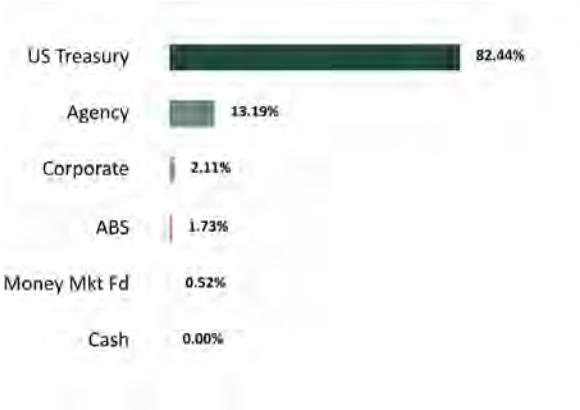
Account Summary

	End Values as of 05/31/2026	End Values as of 06/30/2026
Market Value	22,447,032.28	22,496,310.41
Accrued Interest	41,182.86	52,304.30
Total Market Value	**22,488,215.14**	**22,548,614.71**
Income Earned	67,819.58	66,231.32
Cont/WD	0.00	0.00
Par	22,615,621.31	22,681,033.04
Book Value	22,478,432.29	22,533,130.07
Cost Value	22,347,358.95	22,397,968.37

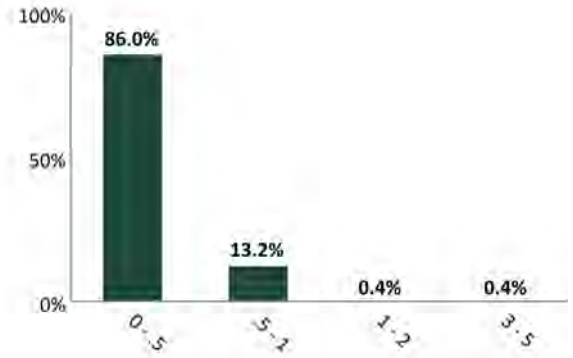
Top Issuers

United States	82.44%
Federal Home Loan Banks	13.19%
JPMorgan Chase & Co.	1.12%
PNC Financial Services	1.00%
American Express Credit Master Trust	0.96%
First American Govt Oblig Fund	0.52%
GM Financial Securitized Term	0.44%
John Deere Owner Trust	0.31%

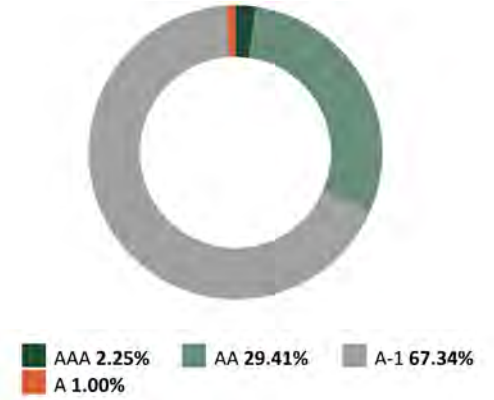
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.27%	0.87%	1.72%	3.91%	4.60%	4.81%	--	--	4.81%
Benchmark Return	0.24%	0.84%	1.64%	3.88%	4.35%	4.61%	--	--	4.61%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of June 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	1.7	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	2.1	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of June 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	13.2	Compliant	
Max % Issuer (MV)	30.0	13.2	Compliant	
Max Callables (MV)	20.0	13.2	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.5	Compliant	
Max % Issuer (MV)	20.0	0.5	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of June 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	82.4	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of June 30, 2026

Maturities / Calls

Month to Date	**(2,900,000.00)**
Fiscal Year to Date	**(119,905,000.00)**

Principal Paydowns

Month to Date	**(11,465.64)**
Fiscal Year to Date	**(196,383.86)**

Purchases

Month to Date	**5,863,363.54**
Fiscal Year to Date	**240,853,241.24**

Sales

Month to Date	**(2,943,037.03)**
Fiscal Year to Date	**(120,466,708.20)**

Interest Received

Month to Date	**8,860.87**
Fiscal Year to Date	**340,072.26**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**(54,923.08)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	22,478,432.29	21,683,876.68
Maturities/Calls	(2,900,000.00)	(119,905,000.00)
Principal Paydowns	(11,465.64)	(196,383.86)
Purchases	5,863,363.54	240,853,241.24
Sales	(2,943,037.03)	(120,466,708.20)
Change in Cash, Payables, Receivables	(412.11)	(2,831.21)
Amortization/Accretion	46,249.02	566,935.42
Realized Gain (Loss)	0.00	(0.01)
Ending Book Value	22,533,130.07	22,533,130.07

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	22,447,032.28	21,622,793.03
Maturities/Calls	(2,900,000.00)	(119,905,000.00)
Principal Paydowns	(11,465.64)	(196,383.86)
Purchases	5,863,363.54	240,853,241.24
Sales	(2,943,037.03)	(120,466,708.20)
Change in Cash, Payables, Receivables	(412.11)	(2,831.21)
Amortization/Accretion	46,249.02	566,935.42
Change in Net Unrealized Gain (Loss)	(5,419.64)	24,264.00
Realized Gain (Loss)	0.00	(0.01)
Ending Market Value	22,496,310.41	22,496,310.41

HOLDINGS REPORT

City of Banning | Account #11089 | As of June 30, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	6,841.57	07/12/2023 5.47%	6,840.36 6,841.13	100.33 4.10%	6,864.04 6.24	0.03% 22.90	NA/AAA AAA	1.66 0.23
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	68,866.79	09/12/2023 5.55%	68,862.06 68,864.88	100.51 4.40%	69,220.90 167.73	0.31% 356.02	Aaa/NA AAA	1.88 0.45
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	13,060.30	07/11/2023 5.51%	13,059.79 13,060.10	100.41 4.26%	13,113.45 29.66	0.06% 53.36	Aaa/AAA NA	1.96 0.33
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00	09/12/2023 5.29%	214,990.39 214,999.33	100.28 3.89%	215,602.43 499.76	0.96% 603.10	NA/AAA AAA	0.21 0.20
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 5.03%	84,993.68 84,995.55	100.26 4.32%	85,218.96 163.63	0.38% 223.41	Aaa/NA AAA	3.47 0.73
Total ABS		**388,768.66**	**5.29%**	**388,746.28 388,761.00**	**100.32 4.09%**	**390,019.78 867.00**	**1.73% 1,258.79**		**1.30 0.37**
AGENCY									
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	98.91 4.09%	2,967,441.00 19,716.67	13.19% (32,559.00)	Aa1/AA+ AA+	0.75 0.73
Total Agency		**3,000,000.00**	**2.60%**	**3,000,000.00 3,000,000.00**	**98.91 4.09%**	**2,967,441.00 19,716.67**	**13.19% (32,559.00)**		**0.75 0.73**
CASH									
CCYUSD	Receivable	339.67	--	339.67 339.67	1.00	339.67 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**339.67**		**339.67 339.67**	**1.00**	**339.67 0.00**	**0.00% 0.00**		**0.00 0.00**
CORPORATE									
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00	03/19/2025 4.52%	214,843.50 224,145.34	99.67 3.93%	224,268.08 991.88	1.00% 122.73	A3/A- A	0.12 0.12
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 250,745.51	100.35 4.27%	250,882.25 816.18	1.12% 136.74	Aa2/AA- AA	0.44 0.35
Total Corporate		**475,000.00**	**4.36%**	**469,156.00 474,890.86**	**100.03 4.11%**	**475,150.33 1,808.06**	**2.11% 259.47**		**0.29 0.24**

HOLDINGS REPORT

City of Banning | Account #11089 | As of June 30, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	116,924.71	-- 3.10%	116,924.71 116,924.71	1.00 3.10%	116,924.71 0.00	0.52% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**116,924.71**	**3.10%**	**116,924.71** **116,924.71**	**1.00** **3.10%**	**116,924.71** **0.00**	**0.52%** **0.00**		**0.00** **0.00**
US TREASURY									
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	-- 3.63%	3,121,105.21 3,170,349.97	99.85 3.66%	3,170,237.50 0.00	14.09% (112.47)	P-1/A-1+ F1+	0.04 0.04
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	-- 3.64%	2,824,145.04 2,862,902.06	99.56 3.72%	2,862,467.88 0.00	12.72% (434.18)	P-1/A-1+ F1+	0.12 0.12
91282CLP4	UNITED STATES TREASURY 3.5 09/30/2026	3,400,000.00	03/16/2026 3.69%	3,396,546.88 3,398,404.90	99.91 3.83%	3,396,946.80 29,912.57	15.10% (1,458.10)	Aa1/AA+ AA+	0.25 0.25
912797UK1	UNITED STATES TREASURY 10/15/2026	3,250,000.00	04/17/2026 3.67%	3,192,832.96 3,215,956.71	98.91 3.79%	3,214,636.75 0.00	14.29% (1,319.96)	P-1/A-1+ F1+	0.29 0.29
912797UZ8	UNITED STATES TREASURY 11/19/2026	3,000,000.00	05/19/2026 3.74%	2,945,134.59 2,957,494.38	98.52 3.88%	2,955,732.00 0.00	13.14% (1,762.38)	P-1/A-1+ F1+	0.39 0.38
912797VH7	UNITED STATES TREASURY 12/17/2026	3,000,000.00	06/18/2026 3.88%	2,943,037.03 2,947,105.81	98.21 3.93%	2,946,414.00 0.00	13.10% (691.81)	P-1/A-1+ F1+	0.47 0.45
Total US Treasury		**18,700,000.00**	**3.71%**	**18,422,801.71** **18,552,213.84**	**99.18** **3.80%**	**18,546,434.93** **29,912.57**	**82.44%** **(5,778.91)**		**0.26** **0.25**
Total Portfolio		**22,681,033.04**	**3.60%**	**22,397,968.37** **22,533,130.07**	**98.67** **3.84%**	**22,496,310.41** **52,304.30**	**100.00%** **(36,819.65)**		**0.34** **0.32**
Total Market Value + Accrued						**22,548,614.71**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of June 30, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	06/01/2026	31846V401	751.78	FIRST AMER:GVT OBLG D	1.000	3.11%	(751.78)	0.00	(751.78)	0.00
Purchase	06/08/2026	31846V401	6,387.50	FIRST AMER:GVT OBLG D	1.000	3.10%	(6,387.50)	0.00	(6,387.50)	0.00
Purchase	06/15/2026	31846V401	937.04	FIRST AMER:GVT OBLG D	1.000	3.11%	(937.04)	0.00	(937.04)	0.00
Purchase	06/15/2026	31846V401	8,555.68	FIRST AMER:GVT OBLG D	1.000	3.11%	(8,555.68)	0.00	(8,555.68)	0.00
Purchase	06/16/2026	31846V401	2,174.72	FIRST AMER:GVT OBLG D	1.000	3.13%	(2,174.72)	0.00	(2,174.72)	0.00
Purchase	06/18/2026	912797VH7	3,000,000.00	UNITED STATES TREASURY 12/17/2026	98.101	3.88%	(2,943,037.03)	0.00	(2,943,037.03)	0.00
Purchase	06/18/2026	31846V401	2,900,000.00	FIRST AMER:GVT OBLG D	1.000	3.11%	(2,900,000.00)	0.00	(2,900,000.00)	0.00
Purchase	06/25/2026	31846V401	1,519.79	FIRST AMER:GVT OBLG D	1.000	3.11%	(1,519.79)	0.00	(1,519.79)	0.00
Total Purchase			**5,920,326.51**				**(5,863,363.54)**	**0.00**	**(5,863,363.54)**	**0.00**
TOTAL ACQUISITIONS			**5,920,326.51**				**(5,863,363.54)**	**0.00**	**(5,863,363.54)**	**0.00**
DISPOSITIONS										
Maturity	06/18/2026	912797TD9	(2,900,000.00)	UNITED STATES TREASURY 06/18/2026	100.000	3.61%	2,900,000.00	0.00	2,900,000.00	0.00
Total Maturity			**(2,900,000.00)**				**2,900,000.00**	**0.00**	**2,900,000.00**	**0.00**
Sale	06/18/2026	31846V401	(2,943,037.03)	FIRST AMER:GVT OBLG D	1.000	3.11%	2,943,037.03	0.00	2,943,037.03	0.00
Total Sale			**(2,943,037.03)**				**2,943,037.03**	**0.00**	**2,943,037.03**	**0.00**
TOTAL DISPOSITIONS			**(5,843,037.03)**				**5,843,037.03**	**0.00**	**5,843,037.03**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of June 30, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Coupon	06/08/2026	48125LRU8	0.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		4.23%	6,387.50	0.00	6,387.50	0.00
Coupon	06/15/2026	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	351.96	0.00	351.96	0.00
Coupon	06/15/2026	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2026		5.29%	937.04	0.00	937.04	0.00
Coupon	06/16/2026	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	67.40	0.00	67.40	0.00
Coupon	06/16/2026	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		5.03%	327.25	0.00	327.25	0.00
Coupon	06/25/2026	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	37.94	0.00	37.94	0.00
Total Coupon			**0.00**				**8,109.09**	**0.00**	**8,109.09**	**0.00**
Dividend	06/30/2026	31846V401	0.00	FIRST AMER:GVT OBLG D		3.12%	339.67	0.00	339.67	0.00
Total Dividend			**0.00**				**339.67**	**0.00**	**339.67**	**0.00**
Principal Paydown	06/15/2026	47787CAC7	8,203.72	JDOT 2023-C A3 5.48 05/15/2028		5.55%	8,203.72	--	8,203.72	0.00
Principal Paydown	06/16/2026	36267KAD9	1,780.07	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	1,780.07	--	1,780.07	(0.00)
Principal Paydown	06/25/2026	05592XAD2	1,481.85	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	1,481.85	--	1,481.85	0.00
Total Principal Paydown			**11,465.64**				**11,465.64**	**--**	**11,465.64**	**0.00**
TOTAL OTHER TRANSACTIONS			**11,465.64**				**19,914.40**	**0.00**	**19,914.40**	**0.00**

INCOME EARNED

City of Banning | Account #11089 | As of June 30, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	116,924.71	139,635.23 2,920,326.51 (2,943,037.03) 116,924.71	0.00 751.78 0.00 751.78	0.00 0.00 0.00 751.78	751.78
CCYUSD	Receivable	339.67	751.78 0.00 0.00 339.67	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**117,264.38**	**140,387.01** **2,920,326.51** **(2,943,037.03)** **117,264.38**	**0.00** **751.78** **0.00** **751.78**	**0.00** **0.00** **0.00** **751.78**	**751.78**
FIXED INCOME						
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2026	09/12/2023 09/19/2023 215,000.00	214,999.07 0.00 0.00 214,999.33	499.76 937.04 499.76 937.04	0.26 0.00 0.26 937.30	937.30
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 6,841.57	8,322.86 0.00 (1,481.85) 6,841.13	7.59 37.94 6.24 36.59	0.12 0.00 0.12 36.71	36.71
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	13,216.67 0.00 19,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 13,060.30	14,840.13 0.00 (1,780.07) 13,060.10	33.70 67.40 29.66 63.36	0.04 0.00 0.04 63.39	63.39
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,995.44 0.00 0.00 84,995.55	163.63 327.25 163.63 327.25	0.11 0.00 0.11 327.36	327.36

INCOME EARNED

City of Banning | Account #11089 | As of June 30, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 68,866.79	77,068.28 0.00 (8,203.72) 68,864.88	187.71 351.96 167.73 331.98	0.32 0.00 0.32 332.30	332.30
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	250,917.55 0.00 0.00 250,745.51	6,139.10 6,387.50 816.18 1,064.58	0.00 (172.04) (172.04) 892.54	892.54
693475BB0	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	03/19/2025 03/20/2025 225,000.00	223,549.07 0.00 0.00 224,145.34	776.25 0.00 991.88 215.63	596.27 0.00 596.27 811.90	811.90
912797TD9	UNITED STATES TREASURY 06/18/2026	01/16/2026 01/20/2026 0.00	2,895,189.83 0.00 (2,900,000.00) 0.00	0.00 0.00 0.00 0.00	4,810.17 0.00 4,810.17 4,810.17	4,810.17
912797TN7	UNITED STATES TREASURY 07/16/2026	3,175,000.00	3,161,049.91 0.00 0.00 3,170,349.97	0.00 0.00 0.00 0.00	9,300.06 0.00 9,300.06 9,300.06	9,300.06
912797TW7	UNITED STATES TREASURY 08/13/2026	2,875,000.00	2,854,461.63 0.00 0.00 2,862,902.06	0.00 0.00 0.00 0.00	8,440.42 0.00 8,440.42 8,440.42	8,440.42
912797UK1	UNITED STATES TREASURY 10/15/2026	04/17/2026 04/20/2026 3,250,000.00	3,206,321.81 0.00 0.00 3,215,956.71	0.00 0.00 0.00 0.00	9,634.90 0.00 9,634.90 9,634.90	9,634.90
912797UZ8	UNITED STATES TREASURY 11/19/2026	05/19/2026 05/21/2026 3,000,000.00	2,948,450.63 0.00 0.00 2,957,494.38	0.00 0.00 0.00 0.00	9,043.75 0.00 9,043.75 9,043.75	9,043.75
912797VH7	UNITED STATES TREASURY 12/17/2026	06/18/2026 06/18/2026 3,000,000.00	0.00 2,943,037.03 0.00 2,947,105.81	0.00 0.00 0.00 0.00	4,068.78 0.00 4,068.78 4,068.78	4,068.78

INCOME EARNED

City of Banning | Account #11089 | As of June 30, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLP4	UNITED STATES TREASURY 3.5 09/30/2026	03/16/2026 03/17/2026 3,400,000.00	3,397,879.05 0.00 0.00 3,398,404.90	20,158.47 0.00 29,912.57 9,754.10	525.86 0.00 525.86 10,279.95	10,279.95
Total Fixed Income		**22,563,768.66**	**22,338,045.28** **2,943,037.03** **(2,911,465.64)** **22,415,865.69**	**41,182.86** **8,109.09** **52,304.30** **19,230.52**	**46,421.06** **(172.04)** **46,249.02** **65,479.54**	**65,479.54**
TOTAL PORTFOLIO		**22,681,033.04**	**22,478,432.29** **5,863,363.54** **(5,854,502.67)** **22,533,130.07**	**41,182.86** **8,860.87** **52,304.30** **19,982.30**	**46,421.06** **(172.04)** **46,249.02** **66,231.32**	**66,231.32**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JULY 2026							
07/01/2026	Dividend	31846V401	0.00	FIRST AMER:GVT OBLG D	339.67		339.67
07/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
07/15/2026	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		310.69	310.69
07/15/2026	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	9,640.62		9,640.62
07/16/2026	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		74.32	74.32
07/16/2026	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,713.21		1,713.21
07/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	2,001.39		2,001.39
07/16/2026	Final Maturity	912797TN7	3,175,000.00	UNITED STATES TREASURY 07/16/2026	3,175,000.00		3,175,000.00
07/27/2026	Coupon	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028		38.13	38.13
07/27/2026	Principal Paydown	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028	1,279.73		1,279.73
July 2026 Total					**3,189,974.62**	**1,687.43**	**3,191,662.05**
AUGUST 2026							
08/13/2026	Coupon	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026		1,293.75	1,293.75
08/13/2026	Final Maturity	693475BB0	225,000.00	PNC FINANCIAL SERVICES GROUP INC 1.15 08/13/2026	225,000.00		225,000.00
08/13/2026	Final Maturity	912797TW7	2,875,000.00	UNITED STATES TREASURY 08/13/2026	2,875,000.00		2,875,000.00
08/17/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
08/17/2026	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		66.54	66.54
08/17/2026	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,665.29		1,665.29
08/17/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		319.54	319.54
08/17/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,033.40		4,033.40
08/17/2026	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		266.66	266.66
08/17/2026	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	6,887.79		6,887.79
08/25/2026	Coupon	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028		32.29	32.29
08/25/2026	Principal Paydown	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028	1,248.87		1,248.87
August 2026 Total					**3,113,835.35**	**2,915.83**	**3,116,751.19**
SEPTEMBER 2026							
09/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026		937.04	937.04
09/15/2026	Final Maturity	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2026	215,000.00		215,000.00

CASH FLOW REPORT

City of Banning | Account #11089 | As of June 30, 2026

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2026	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		235.21	235.21
09/15/2026	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	5,064.40		5,064.40
09/16/2026	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		58.98	58.98
09/16/2026	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,633.22		1,633.22
09/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		304.02	304.02
09/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,512.14		4,512.14
09/25/2026	Coupon	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028		26.60	26.60
09/25/2026	Principal Paydown	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028	1,226.03		1,226.03
09/30/2026	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
09/30/2026	Coupon	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026		59,500.00	59,500.00
09/30/2026	Final Maturity	91282CLP4	3,400,000.00	UNITED STATES TREASURY 3.5 09/30/2026	3,400,000.00		3,400,000.00
September 2026 Total					**3,627,435.79**	**100,061.85**	**3,727,497.63**
OCTOBER 2026							
10/15/2026	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		212.08	212.08
10/15/2026	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	6,089.20		6,089.20
10/15/2026	Final Maturity	912797UK1	3,250,000.00	UNITED STATES TREASURY 10/15/2026	3,250,000.00		3,250,000.00
10/16/2026	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		51.56	51.56
10/16/2026	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,571.52		1,571.52
10/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		286.64	286.64
10/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,326.32		4,326.32
10/26/2026	Coupon	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028		21.01	21.01
10/26/2026	Principal Paydown	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028	1,076.28		1,076.28
October 2026 Total					**3,263,063.32**	**571.30**	**3,263,634.62**
NOVEMBER 2026							
11/09/2026	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		5,322.92	5,322.92
11/09/2026	Effective Maturity	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00		250,000.00
11/16/2026	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		44.43	44.43
11/16/2026	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,536.46		1,536.46
11/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		269.99	269.99
11/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	4,234.21		4,234.21
11/16/2026	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		184.27	184.27

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/16/2026	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	6,627.55		6,627.55
11/19/2026	Final Maturity	912797UZ8	3,000,000.00	UNITED STATES TREASURY 11/19/2026	3,000,000.00		3,000,000.00
11/25/2026	Coupon	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028		16.11	16.11
11/25/2026	Principal Paydown	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028	1,027.74		1,027.74
November 2026 Total					**3,263,425.96**	**5,837.71**	**3,269,263.67**
DECEMBER 2026							
12/15/2026	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		154.01	154.01
12/15/2026	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	4,551.38		4,551.38
12/16/2026	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		37.45	37.45
12/16/2026	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,464.11		1,464.11
12/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		253.69	253.69
12/16/2026	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,999.74		3,999.74
12/17/2026	Final Maturity	912797VH7	3,000,000.00	UNITED STATES TREASURY 12/17/2026	3,000,000.00		3,000,000.00
12/25/2026	Coupon	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028		11.42	11.42
12/25/2026	Principal Paydown	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028	989.51		989.51
December 2026 Total					**3,011,004.75**	**456.56**	**3,011,461.31**
JANUARY 2027							
01/15/2027	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		133.22	133.22
01/15/2027	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	7,022.19		7,022.19
01/18/2027	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		30.80	30.80
01/18/2027	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,437.23		1,437.23
01/18/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		238.29	238.29
01/18/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,930.97		3,930.97
01/25/2027	Coupon	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028		6.91	6.91
01/25/2027	Principal Paydown	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028	974.08		974.08
January 2027 Total					**13,364.47**	**409.22**	**13,773.68**
FEBRUARY 2027							
02/15/2027	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		101.15	101.15
02/15/2027	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	6,558.67		6,558.67
02/16/2027	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		24.27	24.27

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/16/2027	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,417.13		1,417.13
02/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		223.15	223.15
02/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,701.22		3,701.22
02/25/2027	Coupon	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028		2.47	2.47
02/25/2027	Effective Maturity	05592XAD2	6,841.57	BMWOT 2023-A A3 5.47 02/25/2028	541.97		541.97
February 2027 Total					**12,218.99**	**351.05**	**12,570.04**
MARCH 2027							
03/15/2027	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		71.20	71.20
03/15/2027	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	4,949.11		4,949.11
03/16/2027	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		17.83	17.83
03/16/2027	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,292.28		1,292.28
03/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		208.90	208.90
03/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,572.75		3,572.75
03/30/2027	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
03/30/2027	Final Maturity	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00		3,000,000.00
March 2027 Total					**3,009,814.15**	**39,297.94**	**3,049,112.09**
APRIL 2027							
04/15/2027	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		48.60	48.60
04/15/2027	Principal Paydown	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	6,651.54		6,651.54
04/16/2027	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		11.97	11.97
04/16/2027	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,327.15		1,327.15
04/16/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		195.15	195.15
04/16/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,738.42		3,738.42
April 2027 Total					**11,717.11**	**255.71**	**11,972.82**
MAY 2027							
05/17/2027	Coupon	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028		5.94	5.94
05/17/2027	Principal Paydown	36267KAD9	13,060.30	GMCAR 2023-3 A3 5.45 06/16/2028	1,280.51		1,280.51
05/17/2027	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		180.76	180.76
05/17/2027	Principal Paydown	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029	3,590.93		3,590.93
05/17/2027	Coupon	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028		18.23	18.23
05/17/2027	Effective Maturity	47787CAC7	68,866.79	JDOT 2023-C A3 5.48 05/15/2028	3,991.00		3,991.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
May 2027 Total					**8,862.44**	**204.92**	**9,067.36**
Grand Total			**36,691,861.04**		**22,524,716.95**	**152,049.51**	**22,676,766.46**

IMPORTANT DISCLOSURES

City of Banning | Account #11089 | As of June 30, 2026

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

BENCHMARK INDEX & DISCLOSURES

City of Banning | Account #11089 | As of June 30, 2026

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

State of California
Pooled Money Investment Account
Market Valuation
9/30/2025

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	$ 39,599,745,147.02	$ 39,973,471,901.90	$ 39,985,802,450.00	NA
Notes	$ 43,494,437,239.54	$ 43,477,478,895.29	$ 43,720,178,000.00	$ 396,089,830.50
Federal Agency:				
SBA	$ 262,881,870.42	$ 262,768,178.80	$ 260,243,125.97	$ 1,048,765.00
MBS-REMICs	$ 986,577.07	$ 986,577.07	$ 996,338.26	$ 4,303.86
Debentures	$ 5,820,766,716.29	$ 5,820,766,716.29	$ 5,837,507,030.00	$ 42,941,193.90
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 3,150,000,000.00	$ 3,150,000,000.00	$ 3,162,895,050.00	$ 39,916,907.00
Discount Notes	$ 34,045,057,208.42	$ 34,430,751,569.55	$ 34,435,696,650.00	NA
Supranational Debentures	$ 3,735,297,997.63	$ 3,734,838,622.61	$ 3,752,739,630.00	$ 27,482,975.50
Supranational Debentures FR	$ -	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -	$ -
Bank Notes	$ 200,000,000.00	$ 200,000,000.00	$ 199,956,589.25	$ 1,148,416.67
CDs and YCDs	$ 15,550,000,000.00	$ 15,550,000,000.00	$ 15,553,645,102.15	$ 198,281,555.54
Commercial Paper	$ 9,375,972,041.62	$ 9,473,396,736.20	$ 9,476,638,541.63	NA
Corporate:				
Bonds FR	$ -	$ -	$ -	$ -
Bonds	$ 943,615,108.85	$ 943,498,546.35	$ 945,273,378.00	$ 9,127,182.15
Repurchase Agreements	$ -	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -	$ -
Time Deposits	$ 5,249,000,000.00	$ 5,249,000,000.00	$ 5,249,000,000.00	NA
PMIA & GF Loans	$ 262,742,740.00	$ 262,742,740.00	$ 262,742,740.00	NA
TOTAL	$ 161,690,502,646.86	$ 162,529,700,484.06	$ 162,843,314,625.26	$ 716,041,130.12

Fair Value Including Accrued Interest $ 163,559,355,755.38

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.001929581)
As an example: if an agency has an account balance of $20,000,000.00, then the agency would report its participation in the LAIF valued at $20,038,591.61 or $20,000,000.00 x1.001929581

State of California
Pooled Money Investment Account
Market Valuation
10/31/2025

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 41,523,613,290.93	$ 41,904,093,150.00	NA
Notes	$ 40,392,306,433.96	$ 40,609,619,500.00	$ 393,827,549.00
Federal Agency:			
SBA	$ 258,513,226.50	$ 255,437,749.35	$ 1,030,891.23
MBS-REMICs	$ 961,240.33	$ 969,445.48	$ 4,193.33
Debentures	$ 4,971,428,119.07	$ 4,986,463,990.00	$ 38,822,875.40
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 3,000,000,000.00	$ 3,011,739,350.00	$ 27,987,892.00
Discount Notes	$ 31,616,451,513.99	$ 31,987,343,900.00	NA
Supranational Debentures	$ 3,884,532,539.29	$ 3,900,557,970.00	$ 31,581,393.30
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes	$ 200,000,000.00	$ 199,962,141.27	$ 1,868,305.56
CDs and YCDs	$ 15,000,000,000.00	$ 15,002,927,154.21	$ 161,152,277.77
Commercial Paper	$ 8,842,127,972.16	$ 8,927,815,763.87	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 911,651,238.87	$ 913,382,924.00	$ 6,994,976.97
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,295,000,000.00	$ 5,295,000,000.00	NA
PMIA & GF Loans	$ 262,742,740.00	$ 262,742,740.00	NA
TOTAL	$ 156,159,328,315.10	$ 157,258,055,778.18	$ 663,270,354.56

Fair Value Including Accrued Interest $ 157,921,326,132.74

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

State of California
Pooled Money Investment Account
Market Valuation
11/30/2025

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 45,183,720,732.62	$ 45,609,432,350.00	NA
Notes	$ 41,095,706,869.25	$ 41,354,921,600.00	$ 396,144,902.50
Federal Agency:			
SBA	$ 255,264,573.90	$ 252,462,964.97	$ 1,018,286.89
MBS-REMICs	$ 935,786.98	$ 944,603.03	$ 4,082.29
Debentures	$ 4,721,428,119.07	$ 4,742,533,960.00	$ 45,957,960.90
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 3,000,000,000.00	$ 3,013,527,450.00	$ 24,420,889.50
Discount Notes	$ 27,152,084,958.38	$ 27,476,236,500.00	NA
Supranational Debentures	$ 3,934,265,622.61	$ 3,960,258,750.00	$ 40,705,572.20
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes	$ 200,000,000.00	$ 199,990,535.23	$ 2,564,972.22
CDs and YCDs	$ 15,350,000,000.00	$ 15,352,444,382.31	$ 162,476,319.43
Commercial Paper	$ 8,552,890,333.25	$ 8,637,066,402.75	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 951,349,238.87	$ 953,672,639.00	$ 8,282,803.19
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,282,000,000.00	$ 5,282,000,000.00	NA
PMIA & GF Loans	$ 262,742,740.00	$ 262,742,740.00	NA
TOTAL	$ 155,942,388,974.93	$ 157,098,234,877.29	$ 681,575,789.12

Fair Value Including Accrued Interest $ 157,779,810,666.41

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

State of California
Pooled Money Investment Account
Market Valuation
12/31/2025

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	$ 48,970,617,951.23	$ 49,338,506,593.25	$ 49,356,440,050.00	NA
Notes	$ 42,852,981,933.63	$ 42,838,254,758.50	$ 43,106,408,200.00	$ 413,989,011.00
Federal Agency:				
SBA	$ 272,728,568.94	$ 272,659,522.31	$ 269,920,982.04	$ 1,029,710.08
MBS-REMICs	$ 910,223.69	$ 910,223.69	$ 919,160.27	$ 3,970.77
Debentures	$ 4,721,257,842.07	$ 4,721,039,439.29	$ 4,740,550,040.00	$ 44,662,554.90
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 2,850,000,000.00	$ 2,850,000,000.00	$ 2,862,628,300.00	$ 25,636,928.00
Discount Notes	$ 28,745,345,423.63	$ 29,066,588,951.47	$ 29,075,974,500.00	NA
Supranational Debentures	$ 3,935,666,630.98	$ 3,935,426,630.98	$ 3,957,557,380.00	$ 45,105,985.00
Supranational Debentures FR	$ -	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -	$ -
Bank Notes	$ 200,000,000.00	$ 200,000,000.00	$ 200,027,928.43	$ 3,284,861.11
CDs and YCDs	$ 14,800,000,000.00	$ 14,800,000,000.00	$ 14,803,815,924.21	$ 160,042,100.00
Commercial Paper	$ 8,752,131,958.23	$ 8,834,027,027.73	$ 8,837,032,333.36	NA
Corporate:				
Bonds FR	$ -	$ -	$ -	$ -
Bonds	$ 947,357,886.31	$ 947,182,657.15	$ 949,664,822.00	$ 9,580,921.31
Repurchase Agreements	$ -	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -	$ -
Time Deposits	$ 5,282,000,000.00	$ 5,282,000,000.00	$ 5,282,000,000.00	NA
PMIA & GF Loans	$ 262,742,740.00	$ 262,742,740.00	$ 262,742,740.00	NA
TOTAL	$ 162,593,741,158.71	$ 163,349,338,544.37	$ 163,705,682,360.31	$ 703,336,042.17

Fair Value Including Accrued Interest $ 164,409,018,402.48

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.002181483)
As an example: if an agency has an account balance of $20,000,000.00, then the agency would report its participation in the LAIF valued at $20,043,629.66 or $20,000,000.00 x1.002181483

State of California
Pooled Money Investment Account
Market Valuation
1/31/2026

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 51,799,914,348.32	$ 52,213,105,650.00	NA
Notes	$ 45,465,589,677.12	$ 45,668,690,350.00	$ 458,219,329.50
Federal Agency:			
SBA	$ 265,888,072.99	$ 262,838,882.60	$ 1,003,292.16
MBS-REMICs	$ 881,835.22	$ 890,042.46	$ 3,846.93
Debentures	$ 4,571,257,842.07	$ 4,585,927,730.00	$ 50,061,695.40
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 3,000,000,000.00	$ 3,009,120,850.00	$ 31,953,476.50
Discount Notes	$ 28,281,433,868.04	$ 28,568,972,500.00	NA
Supranational Debentures	$ 4,337,631,978.20	$ 4,352,940,700.00	$ 46,470,793.30
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes	$ 200,000,000.00	$ 199,872,514.73	$ 1,660,694.44
CDs and YCDs	$ 16,050,000,000.00	$ 16,051,759,635.81	$ 173,077,694.49
Commercial Paper	$ 9,399,377,736.03	$ 9,485,305,694.54	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 962,752,856.04	$ 964,454,544.00	$ 9,505,199.42
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,392,000,000.00	$ 5,392,000,000.00	NA
PMIA & GF Loans	$ 263,795,740.00	$ 263,795,740.00	NA
TOTAL	$ 169,990,523,954.03	$ 171,019,674,834.14	$ 771,956,022.14

Fair Value Including Accrued Interest $ 171,791,630,856.28

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

State of California
Pooled Money Investment Account
Market Valuation
2/28/2026

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 47,664,003,238.60	$ 48,028,821,850.00	NA
Notes	$ 46,143,711,158.37	$ 46,415,071,450.00	$ 358,351,603.00
Federal Agency:			
SBA	$ 263,291,500.18	$ 260,935,485.97	$ 993,472.89
MBS-REMICs	$ 854,995.93	$ 861,927.38	$ 3,729.85
Debentures	$ 4,371,268,194.13	$ 4,393,480,220.00	$ 51,146,794.40
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 2,700,000,000.00	$ 2,710,466,100.00	$ 34,673,578.50
Discount Notes	$ 25,612,054,715.31	$ 25,826,447,300.00	NA
Supranational Debentures	$ 4,385,766,092.74	$ 4,412,888,930.00	$ 42,505,211.20
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes	$ 300,000,000.00	$ 299,776,933.65	$ 2,305,361.11
CDs and YCDs	$ 15,550,000,000.00	$ 15,549,326,269.79	$ 169,621,652.70
Commercial Paper	$ 9,855,965,152.67	$ 9,927,424,597.25	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 937,775,270.89	$ 940,589,787.00	$ 8,664,275.04
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,452,000,000.00	$ 5,452,000,000.00	NA
PMIA & GF Loans	$ 263,795,740.00	$ 263,795,740.00	NA
TOTAL	$ 163,500,486,058.82	$ 164,481,886,591.04	$ 668,265,678.69

Fair Value Including Accrued Interest $ 165,150,152,269.73

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

State of California
Pooled Money Investment Account
Market Valuation
3/31/2026

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	$ 44,722,522,982.34	$ 45,041,222,236.88	$ 45,033,151,400.00	NA
Notes	$ 49,292,258,674.55	$ 49,271,989,419.91	$ 49,320,696,150.00	$ 406,254,298.00
Federal Agency:				
SBA	$ 284,735,106.47	$ 284,670,977.29	$ 282,270,088.95	$ 954,910.41
MBS-REMICs	$ 828,976.21	$ 828,976.21	$ 834,536.98	$ 3,616.34
Debentures	$ 4,170,836,653.34	$ 4,170,836,653.34	$ 4,169,747,640.00	$ 33,432,528.40
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 2,450,000,000.00	$ 2,450,000,000.00	$ 2,447,226,000.00	$ 31,675,185.50
Discount Notes	$ 18,589,440,826.53	$ 18,748,772,124.99	$ 18,737,614,500.00	NA
Supranational:				
Debentures	$ 4,234,413,202.81	$ 4,234,289,244.48	$ 4,225,099,790.00	$ 34,129,170.50
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 300,000,000.00	$ 300,000,000.00	$ 300,916,000.00	$ 2,155,555.00
Discount Notes	$ 5,996,263,597.22	$ 6,051,445,319.44	$ 6,048,424,000.00	NA
CDs and YCDs FR	$ -	$ -	$ -	$ -
Bank Notes	$ 400,000,000.00	$ 400,000,000.00	$ 399,517,809.83	$ 3,603,472.22
CDs and YCDs	$ 17,400,000,000.00	$ 17,400,000,000.00	$ 17,390,638,342.15	$ 180,555,958.37
Commercial Paper	$ 10,784,921,083.25	$ 10,855,911,297.17	$ 10,853,096,291.64	NA
Corporate:				
Bonds FR	$ -	$ -	$ -	$ -
Bonds	$ 973,660,364.24	$ 973,256,676.74	$ 970,809,904.00	$ 9,472,413.81
Repurchase Agreements	$ -	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -	$ -
Time Deposits	$ 5,472,000,000.00	$ 5,472,000,000.00	$ 5,472,000,000.00	NA
PMIA & GF Loans	$ 266,015,740.00	$ 266,015,740.00	$ 266,015,740.00	NA
TOTAL	$ 165,337,897,206.96	$ 165,921,238,666.45	$ 165,918,058,193.55	$ 702,237,108.55

Fair Value Including Accrued Interest $ 166,620,295,302.10

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.999980831)
As an example: if an agency has an account balance of $20,000,000.00, then the agency would report its participation in the LAIF valued at $19,999,616.63 or $20,000,000.00 x0.999980831

State of California
Pooled Money Investment Account
Market Valuation
4/30/2026

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 51,407,569,603.13	$ 51,752,178,750.00	NA
Notes	$ 54,710,857,046.97	$ 54,674,454,800.00	$ 518,830,690.00
Federal Agency:			
SBA	$ 280,468,604.80	$ 278,439,340.46	$ 940,231.29
MBS-REMICs	$ 802,783.25	$ 807,703.51	$ 3,502.08
Debentures	$ 3,821,156,431.06	$ 3,814,727,340.00	$ 26,769,036.60
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 2,600,000,000.00	$ 2,596,319,200.00	$ 23,608,204.50
Discount Notes	$ 22,235,454,541.81	$ 22,402,312,100.00	NA
Supranational:			
Debentures	$ 4,186,747,796.43	$ 4,173,731,640.00	$ 35,082,439.80
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 500,000,000.00	$ 500,575,900.00	$ 1,180,556.00
Discount Notes	$ 5,706,931,375.01	$ 5,748,474,200.00	NA
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes	$ 500,000,000.00	$ 499,456,500.83	$ 5,036,472.22
CDs and YCDs	$ 18,200,000,000.00	$ 18,193,235,234.66	$ 168,365,986.17
Commercial Paper	$ 12,556,285,472.25	$ 12,633,889,138.93	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 1,022,843,183.61	$ 1,019,740,322.00	$ 7,354,956.37
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,462,000,000.00	$ 5,462,000,000.00	NA
PMIA & GF Loans	$ 228,365,740.00	$ 228,365,740.00	NA
TOTAL	$ 183,419,482,578.32	$ 183,978,707,910.39	$ 787,172,075.03

Fair Value Including Accrued Interest $ 184,765,879,985.42

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

State of California
Pooled Money Investment Account
Market Valuation
5/31/2026

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 49,526,023,152.71	$ 49,899,870,150.00	NA
Notes	$ 51,645,484,612.87	$ 51,525,930,700.00	$ 507,402,510.50
Federal Agency:			
SBA	$ 299,097,191.51	$ 296,941,765.20	$ 1,002,302.30
MBS-REMICs	$ 775,484.20	$ 779,821.48	$ 3,382.99
Debentures	$ 4,271,502,750.50	$ 4,255,773,700.00	$ 38,880,873.10
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 2,400,000,000.00	$ 2,390,221,450.00	$ 18,940,661.00
Discount Notes	$ 19,902,628,638.91	$ 20,060,009,900.00	NA
Supranational:			
Debentures	$ 4,186,623,838.10	$ 4,162,433,600.00	$ 44,985,880.70
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 500,000,000.00	$ 499,860,900.00	$ 3,090,556.00
Discount Notes	$ 5,555,709,611.14	$ 5,595,750,800.00	NA
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes	$ 600,000,000.00	$ 599,338,101.55	$ 6,887,916.67
CDs and YCDs	$ 17,400,000,000.00	$ 17,392,778,592.54	$ 184,121,763.84
Commercial Paper	$ 11,562,962,430.54	$ 11,649,639,777.73	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 1,072,501,225.28	$ 1,069,101,845.00	$ 8,192,664.44
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,467,000,000.00	$ 5,467,000,000.00	NA
PMIA & GF Loans	$ 235,475,543.00	$ 235,475,543.00	NA
TOTAL	$ 174,625,784,478.76	$ 175,100,906,646.50	$ 813,508,511.54

Fair Value Including Accrued Interest $ 175,914,415,158.04

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

State of California
Pooled Money Investment Account
Market Valuation
6/30/2026

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	$ 53,956,293,642.15	$ 54,370,981,183.64	$ 54,354,702,900.00	NA
Notes	$ 56,514,737,009.67	$ 56,445,352,276.91	$ 56,275,628,050.00	$ 561,918,976.00
Federal Agency:				
SBA	$ 294,424,579.31	$ 294,362,735.60	$ 291,947,378.89	$ 986,566.00
MBS-REMICs	$ 749,201.29	$ 749,201.29	$ 752,079.72	$ 3,268.33
Debentures	$ 4,821,250,477.12	$ 4,820,475,477.12	$ 4,797,156,290.00	$ 32,773,460.10
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 2,250,000,000.00	$ 2,250,000,000.00	$ 2,235,928,900.00	$ 20,607,532.50
Discount Notes	$ 24,126,368,402.78	$ 24,332,766,631.97	$ 24,316,144,700.00	NA
Supranational:				
Debentures	$ 4,287,351,449.84	$ 4,285,202,838.72	$ 4,255,518,350.00	$ 52,039,494.00
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 500,000,000.00	$ 500,000,000.00	$ 499,001,700.00	$ 3,950,555.00
Discount Notes	$ 5,749,777,055.58	$ 5,806,344,388.88	$ 5,803,113,000.00	NA
CDs and YCDs FR	$ -	$ -	$ -	$ -
Bank Notes	$ 600,000,000.00	$ 600,000,000.00	$ 599,120,644.11	$ 8,827,916.67
CDs and YCDs	$ 20,300,000,000.00	$ 20,300,000,000.00	$ 20,290,310,776.13	$ 221,811,819.47
Commercial Paper	$ 12,984,894,069.41	$ 13,095,711,486.04	$ 13,094,430,652.78	NA
Corporate:				
Bonds FR	$ -	$ -	$ -	$ -
Bonds	$ 1,148,300,783.15	$ 1,072,418,454.44	$ 1,142,091,653.00	$ 10,875,810.26
Repurchase Agreements	$ -	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -	$ -
Time Deposits	$ 5,377,000,000.00	$ 5,377,000,000.00	$ 5,377,000,000.00	NA
PMIA & GF Loans	$ 235,475,543.00	$ 235,475,543.00	$ 235,475,543.00	NA
TOTAL	$ 193,146,622,213.30	$ 193,786,840,217.61	$ 193,568,322,617.63	$ 913,795,398.33

Fair Value Including Accrued Interest $ 194,482,118,015.96

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.998872382)
As an example: if an agency has an account balance of $20,000,000.00, then the agency would report its participation in the LAIF valued at $19,977,447.63 or $20,000,000.00 x 0.998872382

PMIA/LAIF Performance Report as of 01/21/26

Quarterly Performance Quarter Ended 12/31/25

LAIF Apportionment Rate[2]:	4.20
LAIF Earnings Ratio[2]:	0.00011512010685708
LAIF Administrative Cost[1]*:	0.27
LAIF Fair Value Factor[1]:	1.002181483
PMIA Daily[1]:	3.97
PMIA Quarter to Date[1]:	4.09
PMIA Average Life[1]:	244

PMIA Average Monthly Effective Yields[1]

December	**4.025**
November	4.096
October	4.150
September	4.212
August	4.251
July	4.258

Pooled Money Investment Account Monthly Portfolio Composition [1] 12/31/25 $162.6 billion

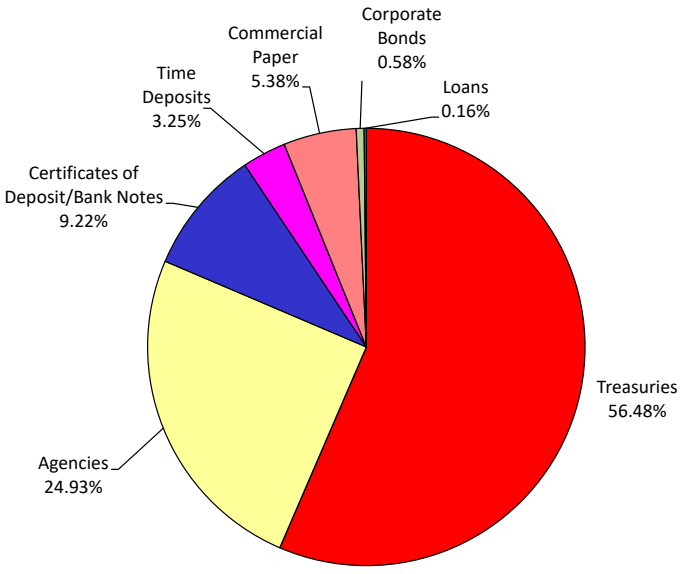


Chart does not include $910,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

PMIA/LAIF Performance Report as of 07/22/26

Quarterly Performance Quarter Ended 06/30/26

LAIF Apportionment Rate[2]:	3.92
LAIF Earnings Ratio[2]:	0.00010743238142967
LAIF Administrative Cost[1]*:	0.22
LAIF Fair Value Factor[1]:	0.998872382
PMIA Daily[1]:	3.83
PMIA Quarter to Date[1]:	3.81
PMIA Average Life[1]:	269

PMIA Average Monthly Effective Yields[1]

June	**3.816**
May	3.810
April	3.811
March	3.826
February	3.871
January	3.931

Pooled Money Investment Account Monthly Portfolio Composition [1] 06/30/26 $193.1 billion

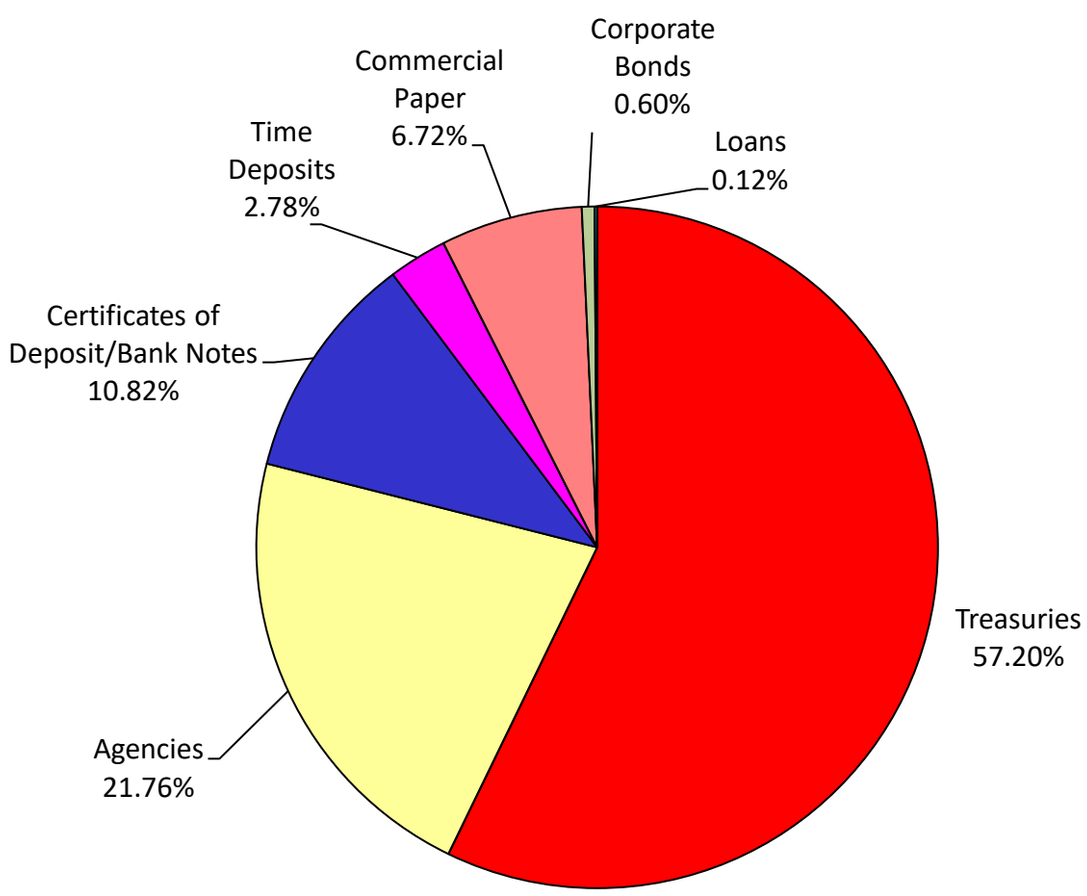


Chart does not include $749,000.00 in mortgages, which equates to 0.0004%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

Official website of the State of California

State of California
Office of the
State Treasurer

Investment Division

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026	3.931	3.871	3.826	3.811	3.810	3.816	3.840					
2025	4.366	4.333	4.313	4.281	4.272	4.269	4.258	4.251	4.212	4.150	4.096	4.025
2024	4.012	4.122	4.232	4.272	4.332	4.480	4.516	4.579	4.575	4.518	4.477	4.434
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305	3.434	3.534	3.670	3.843	3.929
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Kaira Reaves, Accounting Supervisor**
Jennifer Terry, Director of Finance

MEETING DATE: **August 25, 2026**

SUBJECT: **Receive and File Accounts Payable and Payroll Warrants Issued in the Month of April 2026.**

STAFF RECOMMENDATION:

Receive and file.

BACKGROUND:

The City Council shall ratify all Accounts Payable and Payroll Warrants, pursuant to California Government Code Section 37208. Such expenditures shall comply with the Annual Adopted Budget, as periodically amended. This report includes all warrants between April 1, 2026, and April 30, 2026

JUSTIFICATION:

The Finance Department hereby submits these payables and warrants for April 2026.

WARRANT SUMMARY:

ACH Payments	2,932,500.61
Checks Remitted	8,585,679.26
Wire Transfers	1,891,155.36
Total Disbursements	**13,409,335.23**

FISCAL IMPACT:

No fiscal impact to receive and file this report, as the expenses have already occurred.

ATTACHMENTS:

1. Warrant Summary April 2026 Council Copy.pdf

VOUCHER USE LOG

April 2026

Start	End	Date	Description	Check Total	Remittance Total
199101	199191	4/2/2026	WARRANT REGISTER	$ 1,242,202.06	$ 1,242,202.06
199192	199291	4/9/2026	WARRANT REGISTER	$ 892,215.77	$ 892,215.77
199251, 199292	199369	4/16/2026	WARRANT REGISTER	$ 807,969.63	$ 803,739.61
199370	199372	4/17/2026	WARRANT REGISTER	$ 2,507.97	$ 2,507.97
199373	199373	4/20/2026	WARRANT REGISTER	$ 67.03	$ 67.03
199374	199478	4/23/2026	WARRANT REGISTER	$ 5,145,745.42	$ 5,145,745.42
199192, 199258, 199309, 199479	199535	4/30/2026	WARRANT REGISTER	$ 837,835.86	$ 513,841.92

TOTALS	**$**	**8,928,543.74**	**$ 8,600,319.78**
	$	**8,928,543.74**	**$ 8,600,319.78**
VOIDED CHECKS	$	342,864.48	
REMITTANCE AMOUNT			$ 8,585,679.26
WELLS FARGO-Direct Deposit ACH	$	27,880.99	
OTHER ACH	$	2,904,619.62	
WIRES	$	1,891,155.15	
TOTAL WIRES/ACH			$ 4,823,655.76
Wire Entry Adjustment			$ 0.21
GRAND TOTAL REMITTANCE AMOUNT			**$ 13,409,335.23**
GRAND TOTAL PER WARRANT DETAIL LISTING			**$ 13,409,335.23**
			$ -

** Manual Payroll, not part of Warrant Register $ 2,175.13

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
ACH	9008569	4/3/2026	WELLS FARGO BANK	PAYROLL PPE 03/29/26 PD 04/02/26	669,452.25
ACH	9008569 Total				669,452.25
ACH	9008570	4/6/2026	CA. ST. PUBLIC EMPLOYEES	PERS ADJUST CLASSIC 30132 PPE 02/15/26 PD 02/20/26	1,645.88
ACH	9008570	4/6/2026	CA. ST. PUBLIC EMPLOYEES	PERS ADJUST CLASSIC 4046 PPE 02/15/26 PD 02/20/26	1,403.11
ACH	9008570	4/6/2026	CA. ST. PUBLIC EMPLOYEES	PERS ADJUST CLASSIC 636 PPE 02/15/26 PD 02/20/26	3,626.84
ACH	9008570	4/6/2026	CA. ST. PUBLIC EMPLOYEES	PERS ADJUST PEPRA 25529 PPE 02/15/26 PD 02/20/26	2,890.96
ACH	9008570	4/6/2026	CA. ST. PUBLIC EMPLOYEES	PERS ADJUST PEPRA 26667 PPE 02/15/26 PD 02/20/26	5,859.77
ACH	9008570 Total				15,426.56
ACH	9008571	4/6/2026	CA. ST. PUBLIC EMPLOYEES	EMPLOYER CONTRIBUTION PPE 03/01/26 PD 03/06/26	174,058.72
ACH	9008571 Total				174,058.72
ACH	9008572	4/6/2026	CA. ST. EMPLOYMENT DEV. DEPT.	STATE INCOME TAX PPE 03/29/26 PD 04/02/26	49,346.31
ACH	9008572 Total				49,346.31
ACH	9008573	4/6/2026	CALIFORNIA, STATE OF	STATE UNEMPLOYMENT INS QTR END 12/31/2025	961.69
ACH	9008573 Total				961.69
ACH	9008574	4/6/2026	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PPE 03/29/26 PD 04/02/26	105,196.05
ACH	9008574	4/6/2026	INTERNAL REVENUE SERVICE	FICA MEDICARE/REGULAR PPE 03/29/26 PD 04/02/26	156,875.44
ACH	9008574 Total				262,071.49
ACH	9008575	4/7/2026	INVOICE CLOUD INC	CREDIT CARD SYSTEM-UB	8,181.80
ACH	9008575 Total				8,181.80
ACH	9008576	4/8/2026	WINDSTREAM SERVICES, LLC	176 E LINCOLN ST PHONE SV 2/27/26-3/26/26	1,152.54
ACH	9008576 Total				1,152.54
ACH	9008577	4/8/2026	WINDSTREAM SERVICES, LLC	125 E RAMSEY ST PHONE SVC 2/27/26-3/26/26	1,146.45
ACH	9008577 Total				1,146.45
ACH	9008578	4/8/2026	WINDSTREAM SERVICES, LLC	99 E RAMSEY PHONE SVC 2/27/26-3/26/26	5,449.00
ACH	9008578 Total				5,449.00
ACH	9008579	4/9/2026	CA. ST. BOARD OF EQUAL. - FUEL	UNDERGROUND STORAGE TANK QTR END MAR 2026	571.00
ACH	9008579 Total				571.00
ACH	9008580	4/9/2026	CORPORATION SERVICE COMPANY	RECORDING FEES - DOCS RELEASE OF LIENS	28.35
ACH	9008580 Total				28.35
ACH	9008581	4/10/2026	WELLS FARGO BANK	VEBA CONTRIBUTIONS PPE 03/15/26 PD 03/20/26	200.00
ACH	9008581 Total				200.00
ACH	9008582	4/13/2026	CA. ST. PUBLIC EMPLOYEES	ADMIN FEE FOR ACTIVE APRIL 2026	186.01
ACH	9008582	4/13/2026	CA. ST. PUBLIC EMPLOYEES	ADMIN FEE FOR RETIRED APRIL 2026	9.80
ACH	9008582	4/13/2026	CA. ST. PUBLIC EMPLOYEES	HEALTH BENEFITS PERS APRIL 2026	232,507.30
ACH	9008582	4/13/2026	CA. ST. PUBLIC EMPLOYEES	PA BILLING ER SHARE-RETIR APRIL 2026	218.70
ACH	9008582 Total				232,921.81
ACH	9008583	4/13/2026	CA. ST. PUBLIC EMPLOYEES	ADMIN FEE FOR ACTIVE NON-PERS	1.15
ACH	9008583	4/13/2026	CA. ST. PUBLIC EMPLOYEES	PERS PLATINUM-ELECTED NON-PERS	1,431.81
ACH	9008583 Total				1,432.96
ACH	9008584	4/16/2026	CA. ST. PUBLIC EMPLOYEES	EMPLOYER CONTRIBUTION PPE 03/15/26 PD 03/20/26	166,746.16
ACH	9008584 Total				166,746.16
ACH	9008585	4/17/2026	WELLS FARGO BANK	PAYROLL PPE 04/12/26 PD 04/17/26	692,110.33
ACH	9008585 Total				692,110.33
ACH	9008586	4/20/2026	WELLS FARGO BANK	PROCESSING FEES	8.35
ACH	9008586 Total				8.35
ACH	9008587	4/20/2026	CA. ST. EMPLOYMENT DEV. DEPT.	STATE INCOME TAX PPE 04/12/26 PD 04/17/26	52,049.73
ACH	9008587 Total				52,049.73
ACH	9008588	4/20/2026	CA. ST. EMPLOYMENT DEV. DEPT.	UNEMPLOYMENT BENEFITS PERIOD ENDING 03/31/26	16,711.82
ACH	9008588 Total				16,711.82
ACH	9008589	4/20/2026	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PPE 04/12/26 PD 04/17/26	108,641.14
ACH	9008589	4/20/2026	INTERNAL REVENUE SERVICE	FICA MEDICARE PPE 04/12/26 PD 04/17/26	30,823.44
ACH	9008589	4/20/2026	INTERNAL REVENUE SERVICE	FICA REGULAR PPE 04/12/26 PD 04/17/26	131,073.86
ACH	9008589 Total				270,538.44
ACH	9008590	4/24/2026	WELLS FARGO BANK	SPECIAL PAYROLL P.STONE	7,492.44
ACH	9008590 Total				7,492.44
ACH	9008591	4/24/2026	INTERNAL REVENUE SERVICE	FICA MEDICARE/REGULAR 4/22/26 P.STONE	1,318.88
ACH	9008591 Total				1,318.88
ACH	9008592	4/27/2026	CORPORATION SERVICE COMPANY	RECORDING FEES ADD PEND APN 540-152-004	53.40
ACH	9008592 Total				53.40
ACH	9008593	4/27/2026	EMPOWER ANNUITY INSURANCE COMPANY	457 LOAN PAYMENTS PPE 04/12/26 PD 04/17/26	14,836.04
ACH	9008593	4/27/2026	EMPOWER ANNUITY INSURANCE COMPANY	457 PRE TAX CONTRIBUTIONS PPE 04/12/26 PD 04/17/26	31,493.61
ACH	9008593	4/27/2026	EMPOWER ANNUITY INSURANCE COMPANY	457 ROTH CONTRIBUTIONS PPE 04/12/26 PD 04/17/26	1,189.52
ACH	9008593 Total				47,519.17
ACH	9008594	4/27/2026	EMPOWER ANNUITY INSURANCE COMPANY	457 LOAN PAYMENTS PPE 03/29/26 PD 04/02/26	14,472.44
ACH	9008594	4/27/2026	EMPOWER ANNUITY INSURANCE COMPANY	457 PRE TAX CONTRIBUTIONS PPE 03/29/26 PD 04/02/26	32,093.53
ACH	9008594	4/27/2026	EMPOWER ANNUITY INSURANCE COMPANY	457 ROTH CONTRIBUTIONS PPE 03/29/26 PD 04/02/26	1,185.99
ACH	9008594 Total				47,751.96
ACH	9008595	4/29/2026	CA. ST. BOARD OF EQUALIZATION	SALES & USE TAX RETURN CY2026 QTR 1	125.00
ACH	9008595 Total				125.00
ACH	9008596	4/30/2026	CA. ST. PUBLIC EMPLOYEES	EMPLOYER CONTRIBUTION PPE 03/29/26 PD 04/02/26	179,947.96
ACH	9008596 Total				179,947.96
ACH	9008597	4/30/2026	CORPORATION SERVICE COMPANY	RECORDING FEES ADD PEND APN 535-381-029	45.05
ACH	9008597 Total				45.05
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	12TH STREET PARKING 3/10 CASE #16-1762	8.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	4 ALL PROMOS PROMO-DISASTER EXPO	266.46
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	91 EXPRESS LANES TOLL FEES	30.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	AGUA PURA VIDA WATER	12.50
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	ALBERTSONS 3/7 ARMORY GRANT WORKSHOP	64.99
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	ALBERTSONS ARCOPPS MEETING	57.60
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	AMAZON MKTPLACE PMTS REFUND FOR SUPPLIES	(70.04)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BANNING COC 3/11 GIBBBS SUNRISE BRKFAST	35.88
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BANNING COC 3/11 ROYCE SUNRISE BRKFAST	35.88
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BANNING COC 3/11/26 LOPEZ CHAMBER BREAKFAST	35.88
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BANNING COC SELLERS INSTALLATION DIN	128.13
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BANNING COC VELA INSTALLATION DIN	128.13
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BEAUMONT COC 4/1/26 GIBBS BEAUMONT BRKFAST	30.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BEAUMONT COC 4/1/26 MILLER BEAUMONT BRKFAST	30.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BEAUMONT COC FLYNN INSTALLATION DIN	80.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BEAUMONT COC LOPEZ INSTALLATION DIN	80.00

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BEAUMONT COC ROYCE INSTALLATION DIN	80.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BIG 5 SPORTING GOODS WELLDERLY WEEK	339.60
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	BWP HACIENDA HOTEL 3/15-1 AVILA TRNG SYMPOSIUM	603.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	CANVA GRAPHICS SUBSCRIPTION	12.99
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	COLUMN PN 2/27/2026 ORDINANCE 1622	245.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	COLUMN PN 3/27 PC-ADU UPDATES	188.57
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	CONSUELO S TRAINING MEETING	156.48
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	CORBIN ROBINSON-CANCELED	719.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	COURTYARD 3/10-13 MORGAN CPRS CONF	783.75
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	COURTYARD BY MARRIOTT FOSTER CPRS CONF	933.75
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	CSMFO DATUIN ONLINE TRAINING	500.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	CSMFO RECRUITMENT AD	325.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	CSMFO ROSSI MEMBERSHIP	155.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DANA SAFETY SUPPLY WINDOW GUARD #38	308.94
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DEL TACO TC CASE #26-545	69.41
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DESKTOPSUPPLIES PARCHMENT PAPER	41.37
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DESKTOPSUPPLIES SALES TAX	(2.47)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DISPUTE-GOOGLE TV REFUNDED CHARGE	(7.99)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DISPUTE-KATOMRESTAU REFUNDED CHARGE	(3,245.43)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DISPUTE-PANERA SIP CLUB REFUND-CHARGE ERROR	(4.08)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DOLLAR GENERAL TRAINING MEETING	26.64
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DOLLAR TREE WELLDERLY WEEK	41.68
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DONUT DE-LITE ARCOPPS MEETING	33.98
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DONUT FACTORY RCLEAA MEETING	36.40
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DOORDASH LAVILLABU 3/30 COUNCIL MEETING	256.47
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DOORDASHDASHPASS DASHPASS MAR2026	9.99
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DOUBLETREE 3/22-25 MUNOZ SUPERVISOR 2OF8	528.81
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	DRI UPRINTING PROMO-DISASTER EXPO	94.18
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	ENTERPRISE RENT-A-CAR JEWS PARMA RISK MGMT	345.74
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	FAST 5 XPRESS BEAUMONT CAR WASH-CITY VEHICLES	39.99
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	FEDEX SHIPMENT-TOOL REPAIR	110.62
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	FLIGHT LIGHT INC RUNWAY LIGHT SUPPLIES	105.98
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	FLIGHT LIGHT INC RUNWAY LIGHTING	630.78
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	GALLS UNIFORM-AYALA	153.33
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	GALLS UNIFORM-KUPKA	1,092.71
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	GALLS UNIFORM-NIETO	56.35
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	GALLS UNIFORM-RAVAGO	172.29
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	GALLS UNIFORM-ROSALES	646.09
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	GALLS UNIFORM-SORIANO	330.08
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	HIGHLAND SPGS CAR WASH FLEET CARWASH MAR2026	270.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	HILTON OC INCORRECT CHARGE	216.83
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	HOTEL PECHANGA 3/9-12 MENDOZA GANG CONF	(44.80)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	HOTEL SALINA 3/6-8 ERF-2-R CLIENT 5388E34F2	120.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	IEEE PRODUCTS & SVCS COFFEY IEEE MBSHP	237.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	IEEE PRODUCTS & SVCS ROBINSON IEEE MBSHP	237.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	INLAND KENWORTH ICEMAKER PARTS	882.53
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	INSTACART SUBSCRIP INTERVIEW SNACKS	4.99
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	JONSFLAGS.COM RETAINER RINGS	188.68
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	LINDOS DINER BREAKFAST MEETING	75.95
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	LOCC WALLACE LEADERS TV2662	650.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	LOZEAU CONSULTING 2/23 ARMAS HLO COURSE	154.50
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	LOZEAU CONSULTING 2/23 LEAL HLO COURSE	154.50
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	MARSHALLS WELLDERLY WEEK	245.47
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	MCDONALD WELLDERLY WEEK	60.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	MSAIE ALDERMAN EMRGNCY TREE SVC	39.52
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	MSAIE HUNTER EMRGNCY TREE SVC	39.52
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	MSAIE MACIAS EMRGNCY TREE SVC	39.52
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	MSAIE WOODLEY EMRGNCY TREE SVC	39.52
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	NAMETAGCOUNTRY.COM GIBBS NAME TAG	24.98
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	NAMETAGCOUNTRY.COM SALES TAX	(1.13)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	OPC STATE WB FEE PROCESS FEE-SUN LAKES EXT	42.27
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	OTC BRANDS WELLDERLY WEEK	264.96
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	PANERA BREAD ALL HANDS MEETING	141.69
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	PAYPAL GETAC MOUNTING BRACKETS	811.34
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	PCI L749 RIV OFFICE COURT 16-1762	22.50
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	POSTAL ANNEX 98 LIVESCAN FEE PARKS	280.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	PRI MGMT GROUP 4/22 CASTILLO P&E WEBINAR	189.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	REGIONAL TRAINING 5/11 AYALA RECORDS CLERK	643.75
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	REGIONAL TRAINING 5/11 ROSALES RECORDS CLERK	643.75
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RESIDENCE INN DOWNTOWN WALLACE LEADERS TV2662	559.77
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RIVERSIDE COUNTY REG WELLDERLY WEEK	120.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RUSSOS ITALIAN KIT 3/24 COUNCIL MEETING	242.28
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 3/17 ROBINSON ARREST/CNTRL	131.84
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 3/17 SWITHENBANK ARREST/CNTRL	131.84
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 3/17 KUPKA ARREST/CNTRL	131.84
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 3/17 MIXON ARREST/CNTRL	131.84
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 3/17 PRESCOTT ARREST/CNTRL	131.84
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 3/19 VACA ARREST/CNTRL	131.84
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 4/1 HERNANDEZ CANCELED	131.84
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 6/1 FISHER ARREST/CNTRL	131.84
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	RVSD SHERIFF 6/8 FISHER FIREARMS/TACTICAL	192.61
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SHELL OIL 3/21 PS TRAMWAY OEP	75.01
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SHELL OIL FLEET CARWASH FEB2026	216.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SMART AND FINAL 3/7 ARMORY GRANT WORKSHOP	19.36
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SMART AND FINAL COMMUNITY WORKSHOP	39.98
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SMART AND FINAL COUNCIL MEETINGS	156.57
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SMART AND FINAL WELLDERLY WEEK	134.79
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SOUTHERNCA APWA SMITH APWA SOCAL CONF	360.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SOUTHWEST 4/21-24 MILLER LEADERS TV2661	691.60

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SOUTHWEST 4/21-24 REFUND MILLER TV2661	(319.80)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SP WB GRAFF REMOVER GRAFFITI REMOVER	170.85
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SPOTIFY MUSIC SUBSCRIPTION APR26	21.99
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SPOTIFY MUSIC SUBSCRIPTION MAR26	21.99
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	STARBUCKS COMMUNITY WORKSHOP	44.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	STARBUCKS VMET TRAFFIC ENF TEAM	127.05
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	STATE WATER BOARD PERMIT FEE-SUN LAKES EXT	1,537.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	STATERBROS WELLDERLY WEEK	10.86
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	SUNSET LIQUOR ICE-RCLEEA MEETING	4.01
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	TCC123PRINT MACIAS-BUSINESS CARDS	31.55
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	THE HOME DEPOT CREDIT HOME DEPOT	(5.49)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	THE HOME DEPOT LIFT RENTAL	817.29
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	TOWN AND COUNTRY 3/16 AVILA PARKING CONF	15.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	TOWN AND COUNTRY 3/17 AVILA PARKING CONF	15.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	TRAMWAY PARKING 3/21 PS TRAMWAY OEP	15.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	TRAMWAY TICKETING 3/21 PS TRAMWAY OEP	252.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	TRAMWAY-TICKETING 3/17 PS TRAMWAY OEP	1,778.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	USPS PO PITCHESS MOTION NOTICES	14.04
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	V & V MANUFACTURING BADGES-8	1,039.52
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	WALGREENS WATER-RCLEAA MEETING	16.38
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	WESTERN REGION INTERGO JEWS-HR TRNG-ZOOM	250.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	WESTERN REGION INTERGO LUNA-HR TRNG-ZOOM	250.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	WHEN I WORK INC STAFF SCHEDULING MAR26	150.00
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	WM SUPERCENTER SYMPATHY CARDS-RUBIO	86.74
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	WM SUPERCENTER WELLDERLY WEEK	52.81
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	WM.COM BATTERY RECYCLING CONT	898.64
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	WM.COM SALES TAX	(64.64)
ACH	9008598	4/6/2026	WELLS FARGO CARD SERVICES INC	XENIA PACIFIC INC BULKY ITEM DAY	2,047.26
ACH	9008598 Total				**27,680.99**
ACH Total					**2,932,500.61**
CHECK	199101	4/2/2026	A&G TRUJILLO DISTRIBUTOR LLC	UB CR REFUND-FINALS 000004860	5.03
CHECK	199101 Total				**5.03**
CHECK	199102	4/2/2026	ADVANCED WORKPLACE STRATEGIES INC	DRUG/ALCOHOL SCREENING	406.80
CHECK	199102 Total				**406.80**
CHECK	199103	4/2/2026	AFFORDABLE BEE SERVICES	LABOR/SEALED UP BEEHIVE	175.00
CHECK	199103 Total				**175.00**
CHECK	199104	4/2/2026	ALFONSO AND MARIA LOPEZ	FINAL TRUE UP COMP P.V. SOLAR	216.55
CHECK	199104 Total				**216.55**
CHECK	199105	4/2/2026	ALL STAR ELITE SPORTS	REC/SUPPLIES/HOODIES	952.37
CHECK	199105 Total				**952.37**
CHECK	199106	4/2/2026	AMAZON BUSINESS	DEPARTMENTAL SUPPLIES	60.50
CHECK	199106	4/2/2026	AMAZON BUSINESS	DISASTER SURVIVAL EXPO	674.56
CHECK	199106	4/2/2026	AMAZON BUSINESS	HDMI CABLE/COFFEE SUPLIES	31.43
CHECK	199106	4/2/2026	AMAZON BUSINESS	ICE PACKS FOR INJURIES	35.06
CHECK	199106	4/2/2026	AMAZON BUSINESS	RECREATION SUPPLIES	66.60
CHECK	199106	4/2/2026	AMAZON BUSINESS	WALL LAUNDRY BASKETS	23.69
CHECK	199106 Total				**891.84**
CHECK	199107	4/2/2026	AMERICAN FIDELITY ASSURANCE	ACCIDENT POLICY JAN26	6,115.20
CHECK	199107	4/2/2026	AMERICAN FIDELITY ASSURANCE	CANCER POLICY JAN26	5,870.36
CHECK	199107	4/2/2026	AMERICAN FIDELITY ASSURANCE	CRITICAL ILLNESS JAN26	2,711.54
CHECK	199107	4/2/2026	AMERICAN FIDELITY ASSURANCE	DISABILITY SUPPL STD JAN26	10,573.42
CHECK	199107	4/2/2026	AMERICAN FIDELITY ASSURANCE	GROUP HOSPTAL INDEMITY JAN26	2,907.54
CHECK	199107	4/2/2026	AMERICAN FIDELITY ASSURANCE	WHOLE/TERM LIFE JAN26	9,589.10
CHECK	199107 Total				**37,767.16**
CHECK	199108	4/2/2026	ANDREW MCKENDALL	FINAL TRUE UP COMP P.V. SOLAR	398.99
CHECK	199108 Total				**398.99**
CHECK	199109	4/2/2026	ANIXTER, INC	ELEC INVENTORY PO NUM 033915	397.55
CHECK	199109 Total				**397.55**
CHECK	199110	4/2/2026	ARCCOPS	ARCCOPS 2026 MEMBERSHIP DUES	300.00
CHECK	199110 Total				**300.00**
CHECK	199111	4/2/2026	ATBACKGROUNDS	BACKGROUND SCREEN	2.50
CHECK	199111 Total				**2.50**
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	AYALA PPE 3/15/26	1,442.56
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	AYALA PPE 3/22/26	1,918.83
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	AYALA PPE 3/29/26	1,808.61
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	COOPER PPE 3/15/26	1,656.00
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	COOPER PPE322/26	1,656.00
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	GOMEZ PPE 3/15/26	1,014.19
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	GOMEZ PPE3/22/26	1,324.66
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	HARO PPE 3/15/26	641.31
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	HARO PPE 3/22/26	1,038.65
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	HARO PPE 3/29/26	375.02
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	M BOND PPE 3/1/26	148.76
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	M BOND PPE 3/15/26	260.34
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	M BOND PPE 3/8/26	297.53
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	POTTER PPE 3/15/26	1,572.48
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	POTTER PPE3/22/26	1,572.48
CHECK	199112	4/2/2026	ATWORK PERSONNEL SERVICES	POTTER PPE3/29/26	1,572.48
CHECK	199112 Total				**18,299.90**
CHECK	199113	4/2/2026	BANNING KOA REYNOLDS RESORT	FINAL TRUE UP COMP P.V. SOLAR	95.20
CHECK	199113 Total				**95.20**
CHECK	199114	4/2/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2509230050	119.00
CHECK	199114	4/2/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2511100030,2510220081	238.00
CHECK	199114	4/2/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2511100050	119.00
CHECK	199114	4/2/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2512040035	355.55
CHECK	199114	4/2/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2601070056	119.00
CHECK	199114	4/2/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 260120071	442.25
CHECK	199114	4/2/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM MULTIPLE INCIDENTS #	2,986.45
CHECK	199114 Total				**4,379.25**

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199115	4/2/2026	BEAUMONT CHERRY VALLEY WATER	WELL MAINT 1/23/26-2/23/26	1,616.78
CHECK	199115 Total				1,616.78
CHECK	199116	4/2/2026	BEAUMONT DO IT BEST HOME CENTER	20OZ SPRAY TEXTURE	161.56
CHECK	199116	4/2/2026	BEAUMONT DO IT BEST HOME CENTER	24OZ HD IND INST ANT BAIT	21.09
CHECK	199116	4/2/2026	BEAUMONT DO IT BEST HOME CENTER	28 ALL PURP CON ADHESIVE	80.74
CHECK	199116	4/2/2026	BEAUMONT DO IT BEST HOME CENTER	GOO GONE SPRAY GEL	6.99
CHECK	199116	4/2/2026	BEAUMONT DO IT BEST HOME CENTER	MAINT SUPPLIES-PARKS	256.82
CHECK	199116	4/2/2026	BEAUMONT DO IT BEST HOME CENTER	REPAIR/MAINT SUPPLIES	128.46
CHECK	199116	4/2/2026	BEAUMONT DO IT BEST HOME CENTER	V832 5 XH BARREL BOLT ZN	24.23
CHECK	199116	4/2/2026	BEAUMONT DO IT BEST HOME CENTER	WVN W DOVE CVR	45.21
CHECK	199116 Total				725.10
CHECK	199117	4/2/2026	BUDD-FALEN LAW OFFICES, LLC.	PROF SVCS FEB26	21,281.27
CHECK	199117 Total				21,281.27
CHECK	199118	4/2/2026	CALIFORNIA LAW ENFORCE ASSN	POLICE LTD PREMIUMS JAN 2026	1,056.00
CHECK	199118 Total				1,056.00
CHECK	199119	4/2/2026	CANON FINANCIAL SERVICES, INC	PRINTER CONTRACT MAR26	1,684.21
CHECK	199119	4/2/2026	CANON FINANCIAL SERVICES, INC	PRINTER-PD RECORDS	332.16
CHECK	199119 Total				2,016.37
CHECK	199120	4/2/2026	CDW GOVERNMENT, LLC	DELL MONITOR/STAND	695.81
CHECK	199120 Total				695.81
CHECK	199121	4/2/2026	CHARTER COMMUNICATIONS	FIRE ADMIN 3900 W WILSON 3/25/26-4/24/26	254.63
CHECK	199121 Total				254.63
CHECK	199122	4/2/2026	CHARTER COMMUNICATIONS	CORPORATE YARD-FIBER 3/25/26-4/24/26	999.55
CHECK	199122 Total				999.55
CHECK	199123	4/2/2026	CHARTER COMMUNICATIONS	CABLE SERVICE-CITY HALL 3/25/26-4/24/26	132.72
CHECK	199123 Total				132.72
CHECK	199124	4/2/2026	CHARTER COMMUNICATIONS	CABLE SER-CITY HALL FIBER 3/25/26-4/24/26	999.55
CHECK	199124 Total				999.55
CHECK	199125	4/2/2026	CICCS	EYEMED VISION FEB26	1,277.39
CHECK	199125	4/2/2026	CICCS	PET INSURANCE FEB26	74.60
CHECK	199125 Total				1,351.99
CHECK	199126	4/2/2026	CINTAS CORPORATION	UNIFORM PURCHASE/LAUNDRY	352.05
CHECK	199126	4/2/2026	CINTAS CORPORATION	UNIFORM-MAINT/FLEET	94.59
CHECK	199126	4/2/2026	CINTAS CORPORATION	UNIFORM-ST/BUILD/MAINT	93.33
CHECK	199126	4/2/2026	CINTAS CORPORATION	UNIFORM-TRANSIT/DAR	125.01
CHECK	199126 Total				664.98
CHECK	199127	4/2/2026	CITY OF BANNING UTILITIES OPV	120 E BRYANT 2/10/26-3/11/26	343.29
CHECK	199127	4/2/2026	CITY OF BANNING UTILITIES OPV	146 N 4TH 2/10/26-3/11/26	229.57
CHECK	199127 Total				572.86
CHECK	199128	4/2/2026	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT DOT RE-CERT PHYSICALS	100.00
CHECK	199128 Total				100.00
CHECK	199129	4/2/2026	COUNSELING TEAM INTERNATIONAL, THE	PSYCHOLOGICAL ASSESSMENT	1,023.75
CHECK	199129 Total				1,023.75
CHECK	199130	4/2/2026	CYBERTIME NETWORK COMMUNICATIONS	INT CIRCUIT - CITY HALL	699.00
CHECK	199130 Total				699.00
CHECK	199131	4/2/2026	DANA LANE	FINAL TRUE UP COMP P.V. SOLAR	717.45
CHECK	199131 Total				717.45
CHECK	199132	4/2/2026	DAVIS, CHRISTY	UB CR REFUND-FINALS 000020284	106.72
CHECK	199132 Total				106.72
CHECK	199133	4/2/2026	DELTA DENTAL INSURANCE COMPANY	DENTAL-HMO FEB26	861.34
CHECK	199133 Total				861.34
CHECK	199134	4/2/2026	DELTA DENTAL OF CALIFORNIA	DENTAL-PPO FEB26	12,405.46
CHECK	199134 Total				12,405.46
CHECK	199135	4/2/2026	DJ TONY	DISASTER EXPO 4/11/26	275.00
CHECK	199135 Total				275.00
CHECK	199136	4/2/2026	ELIZONDO, MARIO	EMPLOYEE EYEWEAR REIMB	200.00
CHECK	199136 Total				200.00
CHECK	199137	4/2/2026	ENRIQUE AND YOLANDA URIBE	FINAL TRUE UP COMP P.V. SOLAR	205.46
CHECK	199137 Total				205.46
CHECK	199138	4/2/2026	FERNANDEZ, JO ANN	UB CR REFUND-FINALS 000013316	137.80
CHECK	199138 Total				137.80
CHECK	199139	4/2/2026	FRONTIER COMMUNICATIONS	213-181-7186 03/19/26-4/18/26	628.02
CHECK	199139	4/2/2026	FRONTIER COMMUNICATIONS	951-849-6778 3/1/26-3/31-26	76.99
CHECK	199139 Total				705.01
CHECK	199140	4/2/2026	GAS COMPANY, THE	146 N 4TH 2/17/26-3/18/26	30.20
CHECK	199140	4/2/2026	GAS COMPANY, THE	172 N MURRAY 2/17/26-3/18/26	287.32
CHECK	199140	4/2/2026	GAS COMPANY, THE	176 E LINCOLN- NAT GAS 02/24/26-03/25/26	613.03
CHECK	199140	4/2/2026	GAS COMPANY, THE	2041 W NICOLET ST 2/11/26-3/13/26	14.79
CHECK	199140	4/2/2026	GAS COMPANY, THE	2041 W NICOLET ST LATE FEE	0.11
CHECK	199140	4/2/2026	GAS COMPANY, THE	99 E RAMSEY 2/17/26-3/18/26	58.80
CHECK	199140	4/2/2026	GAS COMPANY, THE	AQUATICS 2/17/26-3/18/26	14.30
CHECK	199140	4/2/2026	GAS COMPANY, THE	COMMUNITY CENTER 2/17/26-3/18/26	81.44
CHECK	199140	4/2/2026	GAS COMPANY, THE	PARKS & REC 2/17/26-3/18/26	14.30
CHECK	199140	4/2/2026	GAS COMPANY, THE	SR CNTR 2/17/26-3/18/26	296.27
CHECK	199140 Total				1,410.56
CHECK	199141	4/2/2026	GENERAL DOOR SERVICE INC	DOOR FURNISH & INSTALL	3,320.33
CHECK	199141 Total				3,320.33
CHECK	199142	4/2/2026	GO-PHER THE KILL INC	GOPHER/SQUIRREL DEC25	840.00
CHECK	199142	4/2/2026	GO-PHER THE KILL INC	GOPHER/SQUIRREL FEB26	840.00
CHECK	199142	4/2/2026	GO-PHER THE KILL INC	GOPHER/SQUIRREL JAN26	840.00
CHECK	199142	4/2/2026	GO-PHER THE KILL INC	GOPHER/SQUIRREL OCT25	840.00
CHECK	199142 Total				3,360.00
CHECK	199143	4/2/2026	H K REALTY	UB CR REFUND-FINALS 000010614	878.48
CHECK	199143 Total				878.48
CHECK	199144	4/2/2026	HAZEN AND SAWYER	WELL C8 CONST MGMT FEB26	1,375.00
CHECK	199144	4/2/2026	HAZEN AND SAWYER	WELL C8 CONST MGMT JAN26	5,425.00
CHECK	199144	4/2/2026	HAZEN AND SAWYER	WELL C8 CONST MGMT OCT25	14,170.50
CHECK	199144 Total				20,970.50
CHECK	199145	4/2/2026	HEMET VALLEY TOOL, INC	TOOLS/MISC SUPPLIES	98.86

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199145 Total				98.86
CHECK	199146	4/2/2026	HOME DEPOT #8987	150L MUTI C6 LED LIGHTS	3,230.35
CHECK	199146	4/2/2026	HOME DEPOT #8987	BUILD/SUPPLIES/TOOLS	519.16
CHECK	199146	4/2/2026	HOME DEPOT #8987	HOSE FAUCET BATTERY	69.27
CHECK	199146	4/2/2026	HOME DEPOT #8987	XMASLIGHTS	384.17
CHECK	199146 Total				4,202.95
CHECK	199147	4/2/2026	I.B.E.W. LOCAL 47	GEN/UTILTY UNION DUES FEB26	10,858.43
CHECK	199147 Total				10,858.43
CHECK	199148	4/2/2026	I.B.E.W. LOCAL 47 (PAC)	PAC DUES FEB26	40.00
CHECK	199148 Total				40.00
CHECK	199149	4/2/2026	IBEW LOCAL 47 RETIREE MEDICAL TRUST	PAYROLL SUMMARY	2,974.61
CHECK	199149 Total				2,974.61
CHECK	199150	4/2/2026	KEN GRODY FORD REDLANDS	REPAIR/MAINT/LABOR #842	415.81
CHECK	199150 Total				415.81
CHECK	199151	4/2/2026	KHAN PROPERTIES AND HOLDINGS, LLC	QTR4 2025 SALES TAX REB 10/1/25-12/31/25	43,251.40
CHECK	199151 Total				43,251.40
CHECK	199152	4/2/2026	LARA, BLANCA	UB CR REFUND-FINALS 000022746	4.20
CHECK	199152 Total				4.20
CHECK	199153	4/2/2026	LEXISNEXIS RISK SOLUTIONS	INVESTIGATIVE SVCS	198.22
CHECK	199153 Total				198.22
CHECK	199154	4/2/2026	LIEBERT CASSIDY WHITMORE	PROF SVCS FEB26	9,401.35
CHECK	199154 Total				9,401.35
CHECK	199155	4/2/2026	LIN, SARAH	UB CR REFUND-FINALS 000020022	192.34
CHECK	199155 Total				192.34
CHECK	199156	4/2/2026	MAEL AND JERRY SERVINO	FINAL TRUE UP COMP P.V. SOLAR	181.34
CHECK	199156 Total				181.34
CHECK	199157	4/2/2026	MARIPOSA LANDSCAPES, INC	EXTRA WORK JAN 26	675.00
CHECK	199157	4/2/2026	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINT FEB26	5,416.84
CHECK	199157	4/2/2026	MARIPOSA LANDSCAPES, INC	REPAIR AT FIRE STATION 86	231.00
CHECK	199157	4/2/2026	MARIPOSA LANDSCAPES, INC	REPAIR BROKEN LINE ZONE 3	220.00
CHECK	199157	4/2/2026	MARIPOSA LANDSCAPES, INC	REPAIR-IRRAGATION ZONE2	686.00
CHECK	199157 Total				7,228.84
CHECK	199158	4/2/2026	MAUREEN FARRA	REBATE RESIDENTIAL AC	2,500.00
CHECK	199158 Total				2,500.00
CHECK	199159	4/2/2026	MC CALL'S METER SALES	CERTIFIED FLOW TEST	325.00
CHECK	199159 Total				325.00
CHECK	199160	4/2/2026	MERLIN JOHNSON CONSTRUCTION, INC	BANNING CANYON 3/20/26	834.05
CHECK	199160 Total				834.05
CHECK	199161	4/2/2026	MICHAEL BAKER INTERNATIONAL, INC	PROF SVCS DEC25	1,170.00
CHECK	199161 Total				1,170.00
CHECK	199162	4/2/2026	NAPA AUTO PARTS	OIL FILTER #11	10.97
CHECK	199162	4/2/2026	NAPA AUTO PARTS	OIL FILTER #12	13.71
CHECK	199162 Total				24.68
CHECK	199163	4/2/2026	O'REILLY AUTO PARTS	EXPAN VALVE #612	20.82
CHECK	199163	4/2/2026	O'REILLY AUTO PARTS	OIL FILTER #905	93.26
CHECK	199163	4/2/2026	O'REILLY AUTO PARTS	TRAILRBRG KT #11	89.60
CHECK	199163 Total				203.68
CHECK	199164	4/2/2026	ONESOURCE DISTRIBUTORS	ELEC INVENTORY PO NUM 033416	11,604.68
CHECK	199164 Total				11,604.68
CHECK	199165	4/2/2026	ONESOURCE SUPPLY SOLUTIONS	ELEC INVENTORY PO NUM 033443	28,878.08
CHECK	199165 Total				28,878.08
CHECK	199166	4/2/2026	PARS	PAYROLL SUMMARY	327.05
CHECK	199166 Total				327.05
CHECK	199167	4/2/2026	PERRIS REALTY, INC	UB CR REFUND-FINALS 000015208	67.94
CHECK	199167 Total				67.94
CHECK	199168	4/2/2026	PYRAMID BUILDING & ENGINEERING	CHARLES BOOSTER STN/RESVR	363,700.60
CHECK	199168	4/2/2026	PYRAMID BUILDING & ENGINEERING	CHARLES BOOSTER STN/RESVR RETAINAGE	(18,185.03)
CHECK	199168	4/2/2026	PYRAMID BUILDING & ENGINEERING	LINCOLN BOOSTER/FOREBAY	202,380.00
CHECK	199168	4/2/2026	PYRAMID BUILDING & ENGINEERING	LINCOLN BOOSTER/FOREBAY RETAINAGE	(10,119.00)
CHECK	199168 Total				537,776.57
CHECK	199169	4/2/2026	QUADIENT LEASING USA, INC	MAIL EQUIP LEASE AP-JN26	940.04
CHECK	199169 Total				940.04
CHECK	199170	4/2/2026	RACEWAY FORD INC	WH ASY/KIT TPMS SENSOR#56	2,872.96
CHECK	199170 Total				2,872.96
CHECK	199171	4/2/2026	RCLEAA	MEMBERSHIP FEES 2025	150.00
CHECK	199171 Total				150.00
CHECK	199172	4/2/2026	RIVERSIDE COUNTY SHERIFF-PSEC	CNTY RIV PUBLIC SAFETY EC SEP25	14,854.72
CHECK	199172	4/2/2026	RIVERSIDE COUNTY SHERIFF-PSEC	PUBLIC SAFETY EC 2/1/26-2/28/26	14,976.48
CHECK	199172 Total				29,831.20
CHECK	199173	4/2/2026	RIVERSIDE UNIVERSITY HEALTH SYSTEM	ASSAULT EXAM CASE 26-172	2,400.00
CHECK	199173	4/2/2026	RIVERSIDE UNIVERSITY HEALTH SYSTEM	ASSAULT EXAM CASE 26-288, 26-399	4,800.00
CHECK	199173 Total				7,200.00
CHECK	199174	4/2/2026	SAMPAT, PRASHANT	UB CR REFUND-FINALS 000009730	195.77
CHECK	199174 Total				195.77
CHECK	199175	4/2/2026	SHRED-IT USA, LLC	SHREDDING SVCS CITY HALL	183.19
CHECK	199175 Total				183.19
CHECK	199176	4/2/2026	SLOAN SAKAI YEUNG & WONG LLP	PROF SVCS FEB26	11,418.16
CHECK	199176 Total				11,418.16
CHECK	199177	4/2/2026	SMART & FINAL	FOOD SUPPLIES	30.48
CHECK	199177 Total				30.48
CHECK	199178	4/2/2026	SOUTHERN CALIFORNIA EDISON	DEL RITA BOOSTER 2/12/26-3/15/26	102.18
CHECK	199178	4/2/2026	SOUTHERN CALIFORNIA EDISON	WELL 10 2/12/26-3/15/26	1,899.71
CHECK	199178	4/2/2026	SOUTHERN CALIFORNIA EDISON	WELL 12 2/12/26-3/15/26	455.97
CHECK	199178	4/2/2026	SOUTHERN CALIFORNIA EDISON	WELL 9 2/12/26-3/15/26	30.25
CHECK	199178 Total				2,488.11
CHECK	199179	4/2/2026	STAPLES BUSINESS ADVANTAGE	42 RD TABLE GREY CHAIR	1,919.01
CHECK	199179	4/2/2026	STAPLES BUSINESS ADVANTAGE	HP 962 CMY BLK/ 4 PACK	174.87
CHECK	199179	4/2/2026	STAPLES BUSINESS ADVANTAGE	JANITORIAL SUPPLIES	813.38
CHECK	199179 Total				2,907.26

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199180	4/2/2026	STATE OF CALIFORNIA DOJ	FINGERPRINT APPS	345.00
CHECK	199180 Total				**345.00**
CHECK	199181	4/2/2026	STATE WATER RESOURCES CONTROL	CERT RENEWAL GRADE T2 NAASZ 41149	60.00
CHECK	199181 Total				**60.00**
CHECK	199182	4/2/2026	SUPERB ENGINEERING, INC.	LIONS PARK IRR JAN-MAR26	281,804.92
CHECK	199182	4/2/2026	SUPERB ENGINEERING, INC.	LIONS PARK IRR JAN-MAR26 RETAINAGE	(14,090.25)
CHECK	199182 Total				**267,714.67**
CHECK	199183	4/2/2026	SUPERION, LLC	PROJECT MANAGEMENT SVCS	2,385.00
CHECK	199183 Total				**2,385.00**
CHECK	199184	4/2/2026	TEXAS LIFE INSURANCE COMPANY	TEXAS LIFE INSURANCEJAN26	5,411.14
CHECK	199184 Total				**5,411.14**
CHECK	199185	4/2/2026	TKE ENGINEERING, INC	BOOSTER MGMT/INSPC 1/26	44,749.55
CHECK	199185	4/2/2026	TKE ENGINEERING, INC	DSN SVC-PED CRSSING FEB26	14,367.50
CHECK	199185	4/2/2026	TKE ENGINEERING, INC	DSN SVC-PED CRSSING JAN26	21,330.00
CHECK	199185 Total				**80,447.05**
CHECK	199186	4/2/2026	UNION PACIFIC RAILROAD CO	RR REIMBUSE AGRMNT	3,394.08
CHECK	199186 Total				**3,394.08**
CHECK	199187	4/2/2026	VALERIE WESTHOLDER	FINAL TRUE UP COMP P.V. SOLAR	578.88
CHECK	199187 Total				**578.88**
CHECK	199188	4/2/2026	VIGILANT LLC	MEDR: CONTRACTED AMOUNT	2,976.00
CHECK	199188	4/2/2026	VIGILANT LLC	MNDR: CITY HALL & PD	5,632.55
CHECK	199188 Total				**8,608.55**
CHECK	199189	4/2/2026	WEST & ASSOCIATES ENGINEERING, INC	WATER SUPPLY VERIFICATION	5,485.00
CHECK	199189 Total				**5,485.00**
CHECK	199190	4/2/2026	WILLDAN FINANCIAL SERVICES	IMP DIST 2004-1 FAIR OAKS	809.83
CHECK	199190 Total				**809.83**
CHECK	199191	4/2/2026	WITTMAN ENTERPRISES, LLC	BILLING SVCS PERFORMED	1,953.00
CHECK	199191 Total				**1,953.00**
CHECK	199192	4/9/2026	AECOM & WM LYLES VIII, A JOINT VENT	WWTP RECYCLED WTR UPGRD	-
CHECK	199192 Total				**-**
CHECK	199193	4/9/2026	ALL STAR ELITE SPORTS	TSHIRT-PARKS	184.63
CHECK	199193 Total				**184.63**
CHECK	199194	4/9/2026	ALLGOOD DRIVING SCHOOL, INC	DRIVING CLASS MAR26	136.50
CHECK	199194 Total				**136.50**
CHECK	199195	4/9/2026	ALTA LANGUAGE SERVICES INC	BILINGUAL TESTING	207.00
CHECK	199195 Total				**207.00**
CHECK	199196	4/9/2026	AMAZON BUSINESS	SUPPLIES-COMM SERV	280.80
CHECK	199196	4/9/2026	AMAZON BUSINESS	SUPPLIES-ENG	128.05
CHECK	199196	4/9/2026	AMAZON BUSINESS	SUPPLIES-FLEET	681.40
CHECK	199196	4/9/2026	AMAZON BUSINESS	SUPPLIES-PARK	140.00
CHECK	199196	4/9/2026	AMAZON BUSINESS	SUPPLIES-PARKS	353.10
CHECK	199196	4/9/2026	AMAZON BUSINESS	SUPPLIES-UB	152.01
CHECK	199196 Total				**1,735.36**
CHECK	199197	4/9/2026	ARCE, PAUL	GUITAR INSTRUCTION MAR26	280.00
CHECK	199197 Total				**280.00**
CHECK	199198	4/9/2026	BABCOCK LABORATORIES, INC	TDS ANALYSIS	1,663.15
CHECK	199198 Total				**1,663.15**
CHECK	199199	4/9/2026	BEAUMONT DO IT BEST HOME CENTER	KEYS-PARKS	15.43
CHECK	199199	4/9/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-BUILD MAINT	278.75
CHECK	199199	4/9/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-FLEET	287.24
CHECK	199199 Total				**581.42**
CHECK	199200	4/9/2026	BENHAR, DIANA T	ZUMBA INSTRUCTION MAR26	210.00
CHECK	199200 Total				**210.00**
CHECK	199201	4/9/2026	BLAISDELL'S BUSINESS PRODUCTS	PAPER20#-26BOXES	1,288.41
CHECK	199201 Total				**1,288.41**
CHECK	199202	4/9/2026	BROWN, SHAEQUICE BRANAY	DANCE INSTRUCTION MAR26	34.30
CHECK	199202 Total				**34.30**
CHECK	199203	4/9/2026	CALOLYMPIC GLOVE & SAFETY CO, INC	WINDOW POLYCARB	110.12
CHECK	199203 Total				**110.12**
CHECK	199204	4/9/2026	CELL BUSINESS EQUIP-LEASING	MAIL EQUIP 2/23-3/22/26	928.51
CHECK	199204	4/9/2026	CELL BUSINESS EQUIP-LEASING	MAIL EQUIP 3/23-4/22/26	928.51
CHECK	199204	4/9/2026	CELL BUSINESS EQUIP-LEASING	MAILING EQUIP APR26	439.04
CHECK	199204 Total				**2,296.06**
CHECK	199205	4/9/2026	CHUNG, STEVEN	UB CR REFUND-FINALS 000049736	71.82
CHECK	199205 Total				**71.82**
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFOM-W/WW	285.74
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORM-ELEC	697.60
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORM-FLEET	94.59
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORM-PARKS	161.64
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORMS/ST&BUILT MAINT	97.66
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORMS-STREETS	93.33
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORM-TRANSIT	125.01
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORM-TRANSIT/DAR	125.01
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORM-W/WW	571.48
CHECK	199206	4/9/2026	CINTAS CORPORATION	UNIFORN-RECREATION	352.37
CHECK	199206 Total				**2,604.43**
CHECK	199207	4/9/2026	CITY OF BANNING (BNG)	FCCC-2 HANG RENT APR26	197.57
CHECK	199207 Total				**197.57**
CHECK	199208	4/9/2026	CITY OF BANNING UTILITIES OPV	467 E HOFFER 2/3/26-3/4/26	1,229.29
CHECK	199208 Total				**1,229.29**
CHECK	199209	4/9/2026	CONSOLIDATED ELECTRICAL	LEDLIGHTS-BUILDMAINT	457.94
CHECK	199209 Total				**457.94**
CHECK	199210	4/9/2026	CORE & MAIN, LP	WATER INVENTORY PO NUM 033946	965.28
CHECK	199210	4/9/2026	CORE & MAIN, LP	WATER INVENTORY PO NUM 033954	152.89
CHECK	199210 Total				**1,118.17**
CHECK	199211	4/9/2026	COSTAR REALTY INFORMATION	COMMERCIAL REALTY APR26	451.07
CHECK	199211 Total				**451.07**
CHECK	199212	4/9/2026	COUNSELING TEAM INTERNATIONAL, THE	EMPLOYEE SUPP SVCS APR26	955.50
CHECK	199212 Total				**955.50**

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199213	4/9/2026	COUTS HEATING & COOLING, INC	HVAC SERC-BUILD MAINT	2,581.09
CHECK	199213 Total				2,581.09
CHECK	199214	4/9/2026	CYBERTIME NETWORK COMMUNICATIONS	CITYWIDE LOOPED MICROWAVE	1,900.00
CHECK	199214 Total				1,900.00
CHECK	199215	4/9/2026	DIAMOND ENVIRONMENTAL SERVICES	LITTLE LEAGUE 2026	412.26
CHECK	199215	4/9/2026	DIAMOND ENVIRONMENTAL SERVICES	PARKS-LITTLE LEAGUE26	195.01
CHECK	199215 Total				607.27
CHECK	199216	4/9/2026	DTA PUBLIC FINANCE, INC.	PROF SVCS 3/16/26	16,000.00
CHECK	199216 Total				16,000.00
CHECK	199217	4/9/2026	EEC ENVIRONMENTAL	PROF SVCS 2/14/26-3/13/26	2,752.50
CHECK	199217 Total				2,752.50
CHECK	199218	4/9/2026	EV CONNECT INC	UB CR REFUND-FINALS 000056572	4,525.44
CHECK	199218 Total				4,525.44
CHECK	199219	4/9/2026	FISHER, ROBERT	BUDGET ACADEMY MEALS 4/24-30 FISHER	240.25
CHECK	199219 Total				240.25
CHECK	199220	4/9/2026	FRONTIER COMMUNICATIONS	209-188-5918 3/28/26-4/27/26	3,127.36
CHECK	199220 Total				3,127.36
CHECK	199221	4/9/2026	FUN EXPRESS	SUPPLIES-COMM SVCS	163.02
CHECK	199221 Total				163.02
CHECK	199222	4/9/2026	GARDA CL WEST INC	ARMORED SVCS APR26	1,445.72
CHECK	199222 Total				1,445.72
CHECK	199223	4/9/2026	GAS COMPANY, THE	408 S.HATHAWAY ST-AIRPORT	23.11
CHECK	199223 Total				23.11
CHECK	199224	4/9/2026	GO-PHER THE KILL INC	GOPHER/SQUIRREL MAR26	840.00
CHECK	199224 Total				840.00
CHECK	199225	4/9/2026	GUTIERREZ, KRISTINE	HOMELESS LIAISON MEALS 4/15 GUTIERREZ	21.00
CHECK	199225 Total				21.00
CHECK	199226	4/9/2026	H&L CHARTER CO, INC	PS AERIAL TRAM 3/21/26	2,040.00
CHECK	199226 Total				2,040.00
CHECK	199227	4/9/2026	HERC RENTALS INC.	TRENCHER	1,297.26
CHECK	199227 Total				1,297.26
CHECK	199228	4/9/2026	HERNANDEZ, JOSUE	FIREARMS/HANDGUN MEALS 4/14 HERNANDEZ	21.00
CHECK	199228 Total				21.00
CHECK	199229	4/9/2026	HERNANDEZ, LETICIA	YOGA INSTRUCTION MAR26	91.00
CHECK	199229 Total				91.00
CHECK	199230	4/9/2026	HOME DEPOT #8987	MEASURING WHEEL-PARKS	140.06
CHECK	199230	4/9/2026	HOME DEPOT #8987	QUIKCRETE MIX PO NUM 033610	256.45
CHECK	199230	4/9/2026	HOME DEPOT #8987	SUPPLIES-BUILD MAINT	142.70
CHECK	199230	4/9/2026	HOME DEPOT #8987	SUPPLIES-ELEC	86.23
CHECK	199230	4/9/2026	HOME DEPOT #8987	SUPPLIES-PARKS	19.02
CHECK	199230	4/9/2026	HOME DEPOT #8987	SUPPLIES-UB	12.78
CHECK	199230	4/9/2026	HOME DEPOT #8987	TOOLS-ELEC	12.89
CHECK	199230 Total				670.13
CHECK	199231	4/9/2026	HUERTA JR., GILBERT	BUSD FEES MAR26	168.00
CHECK	199231	4/9/2026	HUERTA JR., GILBERT	KUNG-FU & TAICHI INST MAR26	577.50
CHECK	199231 Total				745.50
CHECK	199232	4/9/2026	HUERTA LOPEZ, TUNNIA A	DANZA FOLKLOR MAR26	385.00
CHECK	199232 Total				385.00
CHECK	199233	4/9/2026	IDS GROUP, INC.	ANIMAL SHELTER ASSESSMENT	13,322.30
CHECK	199233 Total				13,322.30
CHECK	199234	4/9/2026	IMPERIAL SUPPLIES, LLC	SHOP SUPPLIES-FLEET	329.47
CHECK	199234 Total				329.47
CHECK	199235	4/9/2026	INFOSEND, INC	DATA PROCESS/PRINT/MAIL	16,036.21
CHECK	199235 Total				16,036.21
CHECK	199236	4/9/2026	KUPKA, JASON	FIREARMS/HANDGUN MEALS 4/14 KUPKA	21.00
CHECK	199236 Total				21.00
CHECK	199237	4/9/2026	KV'S FLOORING	FLOORING-BUILD MAINT	3,194.00
CHECK	199237 Total				3,194.00
CHECK	199238	4/9/2026	LEAL, JULIAN	FIREARMS/HANDGUN MEALS 4/14 LEAL	21.00
CHECK	199238 Total				21.00
CHECK	199239	4/9/2026	LEE, TONY	UB CR REFUND-FINALS 000007230	11.78
CHECK	199239 Total				11.78
CHECK	199240	4/9/2026	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINT MAR26	20,111.28
CHECK	199240 Total				20,111.28
CHECK	199241	4/9/2026	MARTINEZ, ROBERT	HOMELESS LIAISON MEALS 4/15 MARTINEZ	21.00
CHECK	199241 Total				21.00
CHECK	199242	4/9/2026	MITSUBISHI ELECTRIC & ELECTRONICS	ELEVATOR MAINT APR26	379.35
CHECK	199242 Total				379.35
CHECK	199243	4/9/2026	MIXON, FRANKLEN	FIREARMS/HANDGUN MEALS 4/14 MIXON	21.00
CHECK	199243 Total				21.00
CHECK	199244	4/9/2026	MUNOZ, RENE	SUPERVISOR 3OF8 MEALS 4/20-22 MUNOZ	240.25
CHECK	199244 Total				240.25
CHECK	199245	4/9/2026	MV CHENG & ASSOCIATES INC.	RECRUITMENT-PAYROLL	75.00
CHECK	199245 Total				75.00
CHECK	199246	4/9/2026	NICHOLAS MCCRAVY	HOMELESS LIAISON MEALS 4/15 MCCRAVY	21.00
CHECK	199246 Total				21.00
CHECK	199247	4/9/2026	N2W ENGINEERING, INC	PROJ MGMT MAR26	22,936.70
CHECK	199247 Total				22,936.70
CHECK	199248	4/9/2026	O'REILLY AUTO PARTS	AUTO PUPPLIES-#612	14.68
CHECK	199248	4/9/2026	O'REILLY AUTO PARTS	AUTO PUPPLIES-#817	17.06
CHECK	199248	4/9/2026	O'REILLY AUTO PARTS	AUTO SUPPLIES #245	90.77
CHECK	199248	4/9/2026	O'REILLY AUTO PARTS	BATTERY #626	422.05
CHECK	199248	4/9/2026	O'REILLY AUTO PARTS	FLEET RUNNER #245	33.60
CHECK	199248	4/9/2026	O'REILLY AUTO PARTS	SHOP SUPPLIES-FLEET	132.08
CHECK	199248 Total				710.24
CHECK	199249	4/9/2026	OASIS INVESTMENT PROPERTIES	UB CR REFUND-FINALS 000015324	109.94
CHECK	199249 Total				109.94
CHECK	199250	4/9/2026	ORANGE COUNTY WINWATER WORKS	WATER INVENTORY PO NUM 033955	646.04
CHECK	199250 Total				646.04

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199251	4/9/2026	PARHAM &, KIMBERLY	UB CR REFUND-FINALS 000009574	-
CHECK	199251 Total				-
CHECK	199252	4/9/2026	PINNACLE PETROLEUM INC	DIESEL FUEL	3,422.52
CHECK	199252	4/9/2026	PINNACLE PETROLEUM INC	UNLEADED CARB ETH	31,166.92
CHECK	199252 Total				34,589.44
CHECK	199253	4/9/2026	POMONA REALTY & LOANS	UB CR REFUND-FINALS 000001958	195.58
CHECK	199253 Total				195.58
CHECK	199254	4/9/2026	PRECISION AERIAL SERVICES INC	TRAILER WINCH #349	5,745.37
CHECK	199254 Total				5,745.37
CHECK	199255	4/9/2026	PRESCOTT, KEVIN	FIREARMS/HANDGUN MEALS 4/14 PRESCOTT	21.00
CHECK	199255 Total				21.00
CHECK	199256	4/9/2026	PRESS-ENTERPRISE, THE	RFP#25-114 CNG MAINT PROG	136.77
CHECK	199256	4/9/2026	PRESS-ENTERPRISE, THE	RFP#26-127 GRANT MGMT SVC	126.17
CHECK	199256 Total				262.94
CHECK	199257	4/9/2026	PULVER, JODEANE V	YOGA INSTRUCTION MAR26	220.50
CHECK	199257 Total				220.50
CHECK	199258	4/9/2026	PYRAMID BUILDING & ENGINEERING	CHARLES BOOSTER STN/RESVR	7,676.55
CHECK	199258	4/9/2026	PYRAMID BUILDING & ENGINEERING	CHARLES BOOSTER STN/RESVR RETAINAGE	(7,676.55)
CHECK	199258	4/9/2026	PYRAMID BUILDING & ENGINEERING	LINCOLN BOOSTER/FOREBAY	8,254.96
CHECK	199258	4/9/2026	PYRAMID BUILDING & ENGINEERING	LINCOLN BOOSTER/FOREBAY RETAINAGE	(8,254.96)
CHECK	199258 Total				(0.00)
CHECK	199259	4/9/2026	QUADIENT POSTAGE FUNDING	POSTAGE	2,000.00
CHECK	199259 Total				2,000.00
CHECK	199260	4/9/2026	RACEWAY FORD INC	AUTO SUPPLIES #66	904.38
CHECK	199260 Total				904.38
CHECK	199261	4/9/2026	RE CHAFFEE CONSTRUCTION INC	WELLC-8 EQUIP/IMPRVMT	148,000.00
CHECK	199261	4/9/2026	RE CHAFFEE CONSTRUCTION INC	WELLC-8 EQUIP/IMPRVMT RETAINAGE	(7,400.00)
CHECK	199261 Total				140,600.00
CHECK	199262	4/9/2026	SABINO &, CHELSEA	UB CR REFUND-FINALS 000013968	-
CHECK	199262 Total				-
CHECK	199263	4/9/2026	SATELLITE PHONE STORE	IRIDIUM MONTHLY EMERGENCY	307.95
CHECK	199263 Total				307.95
CHECK	199264	4/9/2026	SCCI, INC DBA	SAFETY MEETING 3/5/26	250.00
CHECK	199264 Total				250.00
CHECK	199265	4/9/2026	SGP DESIGN AND PRINT	SUPPLIES-TRANSIT	134.69
CHECK	199265 Total				134.69
CHECK	199266	4/9/2026	SLOVAK BARON EMPEY MURPHY & PINKNEY	PROF SVCS 3/31/26	25,765.80
CHECK	199266 Total				25,765.80
CHECK	199267	4/9/2026	SMART & FINAL	SUPPLIES-COMM SVCS	64.30
CHECK	199267	4/9/2026	SMART & FINAL	SUPPLIES-SR CENTER	162.50
CHECK	199267 Total				226.80
CHECK	199268	4/9/2026	SOUTH COAST AIR QUALITY	AQMD FEE-FY25-26 4921 W WILSON ST	170.94
CHECK	199268	4/9/2026	SOUTH COAST AIR QUALITY	ICE EM ELECT GEN-DIESEL 4921 W WILSON ST	565.63
CHECK	199268 Total				736.57
CHECK	199269	4/9/2026	SOUTHERN CALIFORNIA EDISON	HIGHLANDHOME/WESTWARD 3/1/26-3/31/26	96.03
CHECK	199269 Total				96.03
CHECK	199270	4/9/2026	SOUTHERN CALIFORNIA GAS CO	NATURAL GAS VEHICLE FUEL 3/1/26-4/1/26	16,369.09
CHECK	199270 Total				16,369.09
CHECK	199271	4/9/2026	SOUTHERN CALIFORNIA WEST COAST ELEC	CORP YARD LIGHTING	3,900.00
CHECK	199271 Total				3,900.00
CHECK	199272	4/9/2026	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES-PD	173.01
CHECK	199272	4/9/2026	STAPLES BUSINESS ADVANTAGE	SUPPLIES-ELEC	43.42
CHECK	199272	4/9/2026	STAPLES BUSINESS ADVANTAGE	SUPPLIES-UB	226.00
CHECK	199272	4/9/2026	STAPLES BUSINESS ADVANTAGE	TONER-FIN	534.82
CHECK	199272 Total				977.25
CHECK	199273	4/9/2026	STRONG'S ENTERPRISE, INC.	REPAIR #318	1,184.16
CHECK	199273 Total				1,184.16
CHECK	199274	4/9/2026	SYNAGRO-WWT, INC	BIOSOLIDS-WWTP	14,294.31
CHECK	199274 Total				14,294.31
CHECK	199275	4/9/2026	TAYLOR'S PLUMBING LLC	REPAIR-BUILD MAINT	918.00
CHECK	199275 Total				918.00
CHECK	199276	4/9/2026	TEC EQUIPMENT, INC	AUTO SUPPLIES #245	1,125.05
CHECK	199276 Total				1,125.05
CHECK	199277	4/9/2026	THOMPSON COBURN, LLP	FED ENERGY REG COM LEGAL	5,410.59
CHECK	199277 Total				5,410.59
CHECK	199278	4/9/2026	TKE ENGINEERING, INC	BOOSTER MGMT/INSPC 2/26	22,550.00
CHECK	199278 Total				22,550.00
CHECK	199279	4/9/2026	TURBO DATA SYSTEMS INC	CITATION PROCESSING	151.49
CHECK	199279 Total				151.49
CHECK	199280	4/9/2026	ULTRASYSTEMS ENVIRONMENTAL, INC.	SUN LAKES EXT-ENVIRONMNTL	4,111.80
CHECK	199280 Total				4,111.80
CHECK	199281	4/9/2026	UNDERGROUND SERVICE ALERT	CA.STATE FEE REG COSTS APR26	46.96
CHECK	199281 Total				46.96
CHECK	199282	4/9/2026	URBAN FUTURES, INC.	PROF SVC 12/19/25-3/30/26	7,975.00
CHECK	199282 Total				7,975.00
CHECK	199283	4/9/2026	VEOLIA WATER CONTRACT OPERATIONS US	COB O&M 2025-2026	78,662.50
CHECK	199283 Total				78,662.50
CHECK	199284	4/9/2026	VESTIS SERVICES LLC	UNFORM-UB	132.34
CHECK	199284	4/9/2026	VESTIS SERVICES LLC	UNIFORM-UB	132.34
CHECK	199284 Total				264.68
CHECK	199285	4/9/2026	VIRTUAL PROJECT MANAGER, LLC	SYSTEM MGMT APR26	1,000.00
CHECK	199285 Total				1,000.00
CHECK	199286	4/9/2026	WBCP, INC.	FIN DIRECTOR-HR	9,950.00
CHECK	199286	4/9/2026	WBCP, INC.	RECRUITMENT-FIN MAN	14,850.00
CHECK	199286 Total				24,800.00
CHECK	199287	4/9/2026	WELDOR'S SUPPLY AND STEEL	NITROGEN-WATER	51.49
CHECK	199287 Total				51.49
CHECK	199288	4/9/2026	WILLDAN ENGINEERING	STAFFAUGMENTATION1/2/26	17,920.00
CHECK	199288	4/9/2026	WILLDAN ENGINEERING	STAFFAUGMENTATION11/28/25	13,280.00

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199288 Total				31,200.00
CHECK	199289	4/9/2026	WOODARD & CURRAN, INC	PROF SVCS 12/27/25	2,482.50
CHECK	199289 Total				2,482.50
CHECK	199290	4/9/2026	YUNEX, LLC	RAMSEY & 8TH	4,845.00
CHECK	199290 Total				4,845.00
CHECK	199291	4/9/2026	ZENNER PERFORMANCE METERS, INC	WATER INVENTORY PO NUM 033941	6,355.05
CHECK	199291 Total				6,355.05
CHECK	199292	4/16/2026	ALL STAR ELITE SPORTS	TSHIRT-REC	271.84
CHECK	199292	4/16/2026	ALL STAR ELITE SPORTS	TSHIRTS-COMM SERV	545.64
CHECK	199292 Total				817.48
CHECK	199293	4/16/2026	AMAZON BUSINESS	SUPPLIES-CODE ENF	194.48
CHECK	199293	4/16/2026	AMAZON BUSINESS	SUPPLIES-COMM SERV	460.10
CHECK	199293	4/16/2026	AMAZON BUSINESS	SUPPLIES-COMM SVCS	159.66
CHECK	199293	4/16/2026	AMAZON BUSINESS	SUPPLIES-ELEC	42.05
CHECK	199293	4/16/2026	AMAZON BUSINESS	SUPPLIES-PARKS	19.40
CHECK	199293	4/16/2026	AMAZON BUSINESS	SUPPLIES-PLANNING	22.42
CHECK	199293	4/16/2026	AMAZON BUSINESS	SUPPLIES-REC	8.18
CHECK	199293 Total				906.29
CHECK	199294	4/16/2026	AT&T CALNET 2	MONTHLY SVC 2/22/26-03/21/26	212.42
CHECK	199294	4/16/2026	AT&T CALNET 2	MONTHLY SVC 3/1/26-03/31/26	675.78
CHECK	199294 Total				888.20
CHECK	199295	4/16/2026	AT&T MOBILITY LLC	MONTHLY SVC 2/12/26-3/11/26	1,819.76
CHECK	199295	4/16/2026	AT&T MOBILITY LLC	MONTHLY SVC 2/9/26-3/8/26	1,222.20
CHECK	199295 Total				3,041.96
CHECK	199296	4/16/2026	ATWORK PERSONNEL SERVICES	AYALA PPE4/12/26	1,518.24
CHECK	199296	4/16/2026	ATWORK PERSONNEL SERVICES	AYALA PPE4/5/26	1,820.33
CHECK	199296	4/16/2026	ATWORK PERSONNEL SERVICES	COOPER PPE3/29/26	1,656.00
CHECK	199296	4/16/2026	ATWORK PERSONNEL SERVICES	COOPER PPE4/5/26	1,656.00
CHECK	199296	4/16/2026	ATWORK PERSONNEL SERVICES	GOMEZ PPE3/29/26	1,576.91
CHECK	199296	4/16/2026	ATWORK PERSONNEL SERVICES	GOMEZ PPE4/5/26	1,431.38
CHECK	199296	4/16/2026	ATWORK PERSONNEL SERVICES	HARO PPE4/5/26	944.80
CHECK	199296	4/16/2026	ATWORK PERSONNEL SERVICES	POTTER PPE4/5/26	1,572.48
CHECK	199296 Total				12,176.14
CHECK	199297	4/16/2026	BABCOCK LABORATORIES, INC	TDS ANALYSIS	40.72
CHECK	199297 Total				40.72
CHECK	199298	4/16/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-BUILD MAINT	259.55
CHECK	199298	4/16/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-ELEC	117.54
CHECK	199298	4/16/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-PARKS	108.22
CHECK	199298	4/16/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-WATER	55.53
CHECK	199298 Total				540.84
CHECK	199299	4/16/2026	BEAUMONT SAFE & LOCK	REPAIR LOCK-BUILD MAINT	32.22
CHECK	199299	4/16/2026	BEAUMONT SAFE & LOCK	REPAIR-BUILD MAINT	132.04
CHECK	199299 Total				164.26
CHECK	199300	4/16/2026	BURKE, WILLIAMS & SORENSON LLP	LEGAL SVCS MAR26	51,677.80
CHECK	199300 Total				51,677.80
CHECK	199301	4/16/2026	CA. ST. DEPT. OF CONSERVATION	SMIP FEES- 1STQTR2026	3,744.92
CHECK	199301 Total				3,744.92
CHECK	199302	4/16/2026	CALIFORNIA DEPT OF TAX AND FEE ADMN	QTLY ENERGY TAXES JAN-MAR	9,622.00
CHECK	199302 Total				9,622.00
CHECK	199303	4/16/2026	CASC ENGINEERING AND CONSULTING INC	PROF SVCS 12/31/25	7,776.50
CHECK	199303	4/16/2026	CASC ENGINEERING AND CONSULTING INC	PROF SVCS 2/28/26	354.00
CHECK	199303 Total				8,130.50
CHECK	199304	4/16/2026	CHANDLER ASSET MANAGEMENT INC	ASSET/INVEST MGMT/REPORT	2,142.66
CHECK	199304 Total				2,142.66
CHECK	199305	4/16/2026	CHARTER COMMUNICATIONS	CORP YARD-CABLE 04/01-26-04/30/26	112.27
CHECK	199305 Total				112.27
CHECK	199306	4/16/2026	CHARTER COMMUNICATIONS	172 N MURRAY 4/1/26-4/30/26	41.99
CHECK	199306 Total				41.99
CHECK	199307	4/16/2026	CICCS	EYEMED VISION-MAR26	1,322.55
CHECK	199307	4/16/2026	CICCS	EYEMED VISION-MAR26 ADJ	20.58
CHECK	199307 Total				1,343.13
CHECK	199308	4/16/2026	CINTAS CORPORATION	UNFORMS-PARKS	53.88
CHECK	199308	4/16/2026	CINTAS CORPORATION	UNIFORM-FLEET	94.59
CHECK	199308	4/16/2026	CINTAS CORPORATION	UNIFORMS-TRANSIT	125.01
CHECK	199308	4/16/2026	CINTAS CORPORATION	UNIFORM-STREETS	85.80
CHECK	199308	4/16/2026	CINTAS CORPORATION	UNIFORM-W/WW	571.48
CHECK	199308 Total				930.76
CHECK	199309	4/16/2026	CITY MANAGEMENT ADVISORS LLC	RECRUITMENT-CITY MANAGER	-
CHECK	199309 Total				-
CHECK	199310	4/16/2026	CITY OF BANNING (BNG)	HANGAR PAYMENT APR26	185.89
CHECK	199310 Total				185.89
CHECK	199311	4/16/2026	CUSTOM TROPHIES & UNEEK AWARDS	SUPPLIES-PARKS	113.13
CHECK	199311 Total				113.13
CHECK	199312	4/16/2026	DEGRAVE COMMUNICATIONS INC	GRAPHIC DESIGN-WATER	495.00
CHECK	199312 Total				495.00
CHECK	199313	4/16/2026	DELTA DENTAL INSURANCE COMPANY	DENTAL-HMO-MAR26	786.37
CHECK	199313 Total				786.37
CHECK	199314	4/16/2026	DELTA DENTAL OF CALIFORNIA	DENTAL-PPO-MAR26	12,675.81
CHECK	199314	4/16/2026	DELTA DENTAL OF CALIFORNIA	DENTAL-PPO-MAR26 ADJUST	123.26
CHECK	199314 Total				12,799.07
CHECK	199315	4/16/2026	DIAMOND HILLS CHEVROLET BUICK GMC	REPAIR-FLEET #93	189.00
CHECK	199315 Total				189.00
CHECK	199316	4/16/2026	DISABILITY ACCESS CONSULTANTS, LLC	ADA CONSULTANTS MAR26	2,500.00
CHECK	199316 Total				2,500.00
CHECK	199317	4/16/2026	DOCUSIGN, INC	SOFTWARE 4/1/26-3/31/27	23,411.70
CHECK	199317 Total				23,411.70
CHECK	199318	4/16/2026	EFS WEST INC	DSN/BLD CNG FUEL STN	100,519.90
CHECK	199318	4/16/2026	EFS WEST INC	DSN/BLD CNG FUEL STN RETAINAGE	(5,026.00)
CHECK	199318 Total				95,493.90

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199319	4/16/2026	ENGINEERING RESOURCES OF SO CA	PROF SVCS 3/31/26	2,284.75
CHECK	199319 Total				2,284.75
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	ANIMAL CONTROL # 80	927.47
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	CODE ENF #437,438	956.20
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	ELEC #310,314,317,318	1,936.04
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	ENG #1201	26.95
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	FIRE #110,#431	912.11
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	FIRE #432	721.02
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	METER #505	411.89
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	OPV #205	26.94
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	PARKS #701,702,703,704	1,297.04
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	PD #40 4/1/26-4/30/26	601.78
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	POLICE #64,65,66 2026	11,750.18
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	STREET #600,620,624,626, 627,628	4,308.45
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	STREETS #625	26.94
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	WATER #802,804	53.88
CHECK	199320	4/16/2026	ENTERPRISE FM TRUST	WT#800,801,817,830,831,83 3,838,839,840,841,842,908	7,603.84
CHECK	199320 Total				31,560.73
CHECK	199321	4/16/2026	EXP US SERVICES INC	PROF SVCS MAR26	230.08
CHECK	199321 Total				230.08
CHECK	199322	4/16/2026	FEDEX	POLICE	69.83
CHECK	199322	4/16/2026	FEDEX	PW-STREETS	73.72
CHECK	199322 Total				143.55
CHECK	199323	4/16/2026	FOSTER, SCOTT	CPRS CONF MILEAGE 3/10-13 FOSTER	101.79
CHECK	199323 Total				101.79
CHECK	199324	4/16/2026	FRONTIER COMMUNICATIONS	951-197-0620 3/27/26-4/26/26	580.07
CHECK	199324	4/16/2026	FRONTIER COMMUNICATIONS	951-849-1595 3/13/26-4/12/26	117.12
CHECK	199324	4/16/2026	FRONTIER COMMUNICATIONS	951-922-0196 3/16/26-4/15/26	1,780.27
CHECK	199324	4/16/2026	FRONTIER COMMUNICATIONS	LATE FEE	36.44
CHECK	199324 Total				2,513.90
CHECK	199325	4/16/2026	GARDA CL WEST INC	EXCESS TIME MAR26	153.47
CHECK	199325 Total				153.47
CHECK	199326	4/16/2026	GAS COMPANY, THE	125 E RAMSEY 2/17/26-3/18/26	734.13
CHECK	199326 Total				734.13
CHECK	199327	4/16/2026	GERBER COLLISION & GLASS	REPAIR-FLEET #842	1,921.32
CHECK	199327 Total				1,921.32
CHECK	199328	4/16/2026	GRAINGER	SUPPLIES-BUILD MAINT	339.08
CHECK	199328 Total				339.08
CHECK	199329	4/16/2026	HOME DEPOT #8987	SUPPLIES-BUILD MAINT	45.19
CHECK	199329	4/16/2026	HOME DEPOT #8987	SUPPLIES-ELEC	9.22
CHECK	199329	4/16/2026	HOME DEPOT #8987	SUPPLIES-PARKS	230.60
CHECK	199329 Total				285.01
CHECK	199330	4/16/2026	IBEW LOCAL 47 RETIREE MEDICAL TRUST	PAYROLL SUMMARY	3,005.14
CHECK	199330 Total				3,005.14
CHECK	199331	4/16/2026	INFOSEND, INC	DATA PROCESS/PRINT/MAIL	2,700.18
CHECK	199331 Total				2,700.18
CHECK	199332	4/16/2026	INNOVATIVE FEDERAL STRATEGIES	PROF SVCS MAR26	5,000.00
CHECK	199332 Total				5,000.00
CHECK	199333	4/16/2026	KIMLEY-HORN AND ASSOCIATES, INC	COB WWTP UPGRADE JAN26	10,187.50
CHECK	199333	4/16/2026	KIMLEY-HORN AND ASSOCIATES, INC	HARGRAVE GRD FEB26	85,112.10
CHECK	199333 Total				95,299.60
CHECK	199334	4/16/2026	LINCOLN FINANCIAL GROUP	LINCOLN GRP LIFE-CURRENT	2,064.74
CHECK	199334	4/16/2026	LINCOLN FINANCIAL GROUP	LINCOLN LTD (CURRENT)	2,985.82
CHECK	199334	4/16/2026	LINCOLN FINANCIAL GROUP	LINCOLN STD (CURRENT)	4,820.67
CHECK	199334	4/16/2026	LINCOLN FINANCIAL GROUP	LINCOLN VOL LIFE BUY UP	114.75
CHECK	199334	4/16/2026	LINCOLN FINANCIAL GROUP	LINCOLN VOL LIFE BUY UP CURRENT	1,203.47
CHECK	199334 Total				11,189.45
CHECK	199335	4/16/2026	LSL, LLP	2025 BANK RECONCILIATION	28,236.75
CHECK	199335 Total				28,236.75
CHECK	199336	4/16/2026	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINT MAR26	10,059.27
CHECK	199336	4/16/2026	MARIPOSA LANDSCAPES, INC	REPAIR-ZONE 10 VALVE	280.00
CHECK	199336 Total				10,339.27
CHECK	199337	4/16/2026	MC CALL'S METER SALES	REPAIR-WATER DEPT	817.86
CHECK	199337 Total				817.86
CHECK	199338	4/16/2026	MERLIN JOHNSON CONSTRUCTION, INC	INDIAN SCH/PENDLETON 1/15	2,575.76
CHECK	199338 Total				2,575.76
CHECK	199339	4/16/2026	MILLER, LEROY	CAL CITIES SUMMIT MEALS 4/21-24 TV2661	205.75
CHECK	199339 Total				205.75
CHECK	199340	4/16/2026	MODEL 1 COMMERCIAL VEHICLES	SUPPLIES-FLEET	49.42
CHECK	199340 Total				49.42
CHECK	199341	4/16/2026	O'REILLY AUTO PARTS	FLEET BATTERY #313	342.82
CHECK	199341 Total				342.82
CHECK	199342	4/16/2026	ONESOURCE SUPPLY SOLUTIONS	ELEC INVENTORY PO NUM 033443	28,878.08
CHECK	199342 Total				28,878.08
CHECK	199343	4/16/2026	ONLINE INFORMATION SERVICES	ONLINE UTILITY SERVICE	386.06
CHECK	199343 Total				386.06
CHECK	199344	4/16/2026	PACKHAM & TOOMEY, INC	DUSTO MONTHLY INSPECTION	135.00
CHECK	199344 Total				135.00
CHECK	199345	4/16/2026	PARKHOUSE TIRE, INC.	REPAIR-FLEET	3,056.16
CHECK	199345	4/16/2026	PARKHOUSE TIRE, INC.	REPAIR-FLEET #439	128.90
CHECK	199345	4/16/2026	PARKHOUSE TIRE, INC.	REPAIR-FLEET #56	3,037.82
CHECK	199345 Total				6,222.88
CHECK	199346	4/16/2026	PARS	PAYROLL SUMMARY	430.84
CHECK	199346 Total				430.84
CHECK	199347	4/16/2026	PRE-PAID LEGAL SERVICES, INC	LEGAL SVCS	222.15
CHECK	199347	4/16/2026	PRE-PAID LEGAL SERVICES, INC	PREPAID LEGAL PREM	444.30
CHECK	199347 Total				666.45
CHECK	199348	4/16/2026	PUBLIC AGENCY RETIREMENT SERVICES	PARS PLN ID#PH-ARS05A SVC PERIOD 2/28/2026	300.00
CHECK	199348 Total				300.00

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199349	4/16/2026	QUINN COMPANY	CREDIT WASTE PLANT MAINT	(33.70)
CHECK	199349	4/16/2026	QUINN COMPANY	SUPPLIES-REC #824	6,463.95
CHECK	199349 Total				**6,430.25**
CHECK	199350	4/16/2026	RACEWAY FORD INC	REPAIR-FLEET #58	1,092.29
CHECK	199350 Total				**1,092.29**
CHECK	199351	4/16/2026	RIVERSIDE COUNTY SHERIFF-PSEC	COUNTY OF RIVERSIDE PS EC 3/1/26-3/31/26	14,976.48
CHECK	199351 Total				**14,976.48**
CHECK	199352	4/16/2026	RIVERSIDE, COUNTY OF	PARKING CITATION ASSMNT FEB26	98.00
CHECK	199352	4/16/2026	RIVERSIDE, COUNTY OF	PARKING CITATION ASSMNT JAN26	25.00
CHECK	199352	4/16/2026	RIVERSIDE, COUNTY OF	PARKING CITATION ASSMNT MAR26	50.00
CHECK	199352 Total				**173.00**
CHECK	199353	4/16/2026	RWC GROUP	PARTS-FLEET #244	372.65
CHECK	199353 Total				**372.65**
CHECK	199354	4/16/2026	SCA OF CA, LLC	ST/PARK LOT SWEEP MAR26	11,586.06
CHECK	199354 Total				**11,586.06**
CHECK	199355	4/16/2026	SGP DESIGN AND PRINT	SUPPLIES-ELEC	73.27
CHECK	199355	4/16/2026	SGP DESIGN AND PRINT	SUPPLIES-FLEET	47.71
CHECK	199355 Total				**120.98**
CHECK	199356	4/16/2026	SITEONE LANDSCAPE SUPPLY	SUPPLIES-STREETS	2,762.26
CHECK	199356 Total				**2,762.26**
CHECK	199357	4/16/2026	SMART & FINAL	SUPPLIES-COMM SERV	88.33
CHECK	199357	4/16/2026	SMART & FINAL	SUPPLIES-PARKS	290.76
CHECK	199357	4/16/2026	SMART & FINAL	SUPPLIES-SENIOR CENTER	24.95
CHECK	199357 Total				**404.04**
CHECK	199358	4/16/2026	SMITH, BRANDON	BENHAR-DISPATCH26	55.00
CHECK	199358	4/16/2026	SMITH, BRANDON	PFISHER-DISPATCH26	55.00
CHECK	199358	4/16/2026	SMITH, BRANDON	RAVAGO-DISPATCH26	55.00
CHECK	199358	4/16/2026	SMITH, BRANDON	RFISHER-DISPATCH26	55.00
CHECK	199358	4/16/2026	SMITH, BRANDON	SMITH-DISPATCH26	55.00
CHECK	199358	4/16/2026	SMITH, BRANDON	STONE-DISPATCH26	55.00
CHECK	199358 Total				**330.00**
CHECK	199359	4/16/2026	SOFTWARE ONE, INC	AZURE SIMPLE SOFTWARE	4,194.57
CHECK	199359	4/16/2026	SOFTWARE ONE, INC	BACKUP SIMPLE STANDARD	1,650.00
CHECK	199359 Total				**5,844.57**
CHECK	199360	4/16/2026	SOUTHERN CALIFORNIA EDISON	WELL 11 2/12/26-3/15/26	309.53
CHECK	199360 Total				**309.53**
CHECK	199361	4/16/2026	STAPLES BUSINESS ADVANTAGE	SUPPLIES-ELEC	311.96
CHECK	199361	4/16/2026	STAPLES BUSINESS ADVANTAGE	SUPPLIES-PARKS	575.41
CHECK	199361	4/16/2026	STAPLES BUSINESS ADVANTAGE	SUPPLIES-REC	363.82
CHECK	199361 Total				**1,251.19**
CHECK	199362	4/16/2026	STAPLES, MARK	NPC26-APA CONF MEALS 4/23-28 STAPLES	407.00
CHECK	199362 Total				**407.00**
CHECK	199363	4/16/2026	SUPERB ENGINEERING, INC.	LIONS PARK IRR MAR-APR26	3,797.13
CHECK	199363	4/16/2026	SUPERB ENGINEERING, INC.	LIONS PARK IRR MAR-APR26 RETAINAGE	(189.86)
CHECK	199363 Total				**3,607.27**
CHECK	199364	4/16/2026	TEXAS LIFE INSURANCE COMPANY	TEXAS LIFE INSURANCEFEB26	5,239.19
CHECK	199364 Total				**5,239.19**
CHECK	199365	4/16/2026	TIMECLOCK PLUS, LLC	TIME CLOCK-PD	1,917.04
CHECK	199365 Total				**1,917.04**
CHECK	199366	4/16/2026	VESTIS SERVICES LLC	UNIFORM-ELEC	132.34
CHECK	199366	4/16/2026	VESTIS SERVICES LLC	UNIFORM-UB	132.34
CHECK	199366 Total				**264.68**
CHECK	199367	4/16/2026	WALLACE, COLLEEN	CAL CITIES SUMMIT MEALS 4/21-24 TV2662	205.75
CHECK	199367 Total				**205.75**
CHECK	199368	4/16/2026	WEST COAST SAND & GRAVEL, INC.	CRUSHED BASE/SAND	1,786.96
CHECK	199368 Total				**1,786.96**
CHECK	199369	4/16/2026	WESTERN RIVERSIDE COUNTY	MHSCP FEES FOR FEB26QTR1	62,804.00
CHECK	199369	4/16/2026	WESTERN RIVERSIDE COUNTY	MHSCP FEES FOR MAR26QTR1	206,356.00
CHECK	199369 Total				**269,160.00**
CHECK	199370	4/17/2026	HERMOSILLO, DELMA	PAYROLL ISSUES HERMOSILLO	2,012.01
CHECK	199370 Total				**2,012.01**
CHECK	199371	4/17/2026	NUNEZ, FREDY	PAYROLL ISSUES NUNEZ	195.28
CHECK	199371 Total				**195.28**
CHECK	199372	4/17/2026	PURNELL, ELIZABETH	PAYROLL ISSUES PURNELL	300.68
CHECK	199372 Total				**300.68**
CHECK	199373	4/20/2026	TORRES, LYNETTE	PAYROLL ISSUES TORRES	67.03
CHECK	199373 Total				**67.03**
CHECK	199374	4/23/2026	AECOM & WM LYLES VIII, A JOINT VENT	WWTP RECYCLED WTR UPGRD	-
CHECK	199374 Total				**-**
CHECK	199375	4/23/2026	ALBERT A. WEBB ASSOCIATES	PROF SVCS 12/28-03/28/26	12,141.50
CHECK	199375 Total				**12,141.50**
CHECK	199376	4/23/2026	ALTEC CAPITAL SERVICES, LLC	DT-85 LEASE# 276271	18,732.00
CHECK	199376 Total				**18,732.00**
CHECK	199377	4/23/2026	AMAZON BUSINESS	SUPPLIES-COMM SVS	282.49
CHECK	199377	4/23/2026	AMAZON BUSINESS	SUPPLIES-ENG	149.34
CHECK	199377	4/23/2026	AMAZON BUSINESS	SUPPLIES-FINANCE DEPT	118.49
CHECK	199377	4/23/2026	AMAZON BUSINESS	SUPPLIES-REC	504.70
CHECK	199377	4/23/2026	AMAZON BUSINESS	SUPPLIES-WW	40.92
CHECK	199377 Total				**1,095.94**
CHECK	199378	4/23/2026	AMERICAN FORENSIC NURSES	CHP BLOOD DRAWS	512.00
CHECK	199378	4/23/2026	AMERICAN FORENSIC NURSES	STAND BY FEE MAY26	1,233.00
CHECK	199378 Total				**1,745.00**
CHECK	199379	4/23/2026	ANIXTER, INC	ELEC INVENTORY PO NUM 033915	16,865.11
CHECK	199379 Total				**16,865.11**
CHECK	199380	4/23/2026	ATWORK PERSONNEL SERVICES	AYALA PPE3/8/26	1,477.49
CHECK	199380	4/23/2026	ATWORK PERSONNEL SERVICES	BOND PPE3/26/26	297.53
CHECK	199380	4/23/2026	ATWORK PERSONNEL SERVICES	COOPER PPE04/12/26	1,656.00
CHECK	199380	4/23/2026	ATWORK PERSONNEL SERVICES	GOMEZ PPE4/12/26	1,534.99
CHECK	199380	4/23/2026	ATWORK PERSONNEL SERVICES	HARO PPE3/8/26	1,141.09

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199380	4/23/2026	ATWORK PERSONNEL SERVICES	POTTER PPE4/12/26	1,572.48
CHECK	199380	4/23/2026	ATWORK PERSONNEL SERVICES	POTTER PPE4/19/26	1,572.48
CHECK	199380 Total				**9,252.06**
CHECK	199381	4/23/2026	AUER, WILLIAM	TUITION REIMBURSEMENT PER BPOA MOU AUER	621.00
CHECK	199381 Total				**621.00**
CHECK	199382	4/23/2026	BANNING POLICE OFFICERS ASSOC.	POLICE ASSC DUES APR26	3,060.30
CHECK	199382	4/23/2026	BANNING POLICE OFFICERS ASSOC.	POLICE ASSC DUES MAR26	3,060.30
CHECK	199382 Total				**6,120.60**
CHECK	199383	4/23/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2511120023	509.30
CHECK	199383	4/23/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2601210066	119.00
CHECK	199383	4/23/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2602050081	116.55
CHECK	199383	4/23/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2602250108	119.00
CHECK	199383	4/23/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2603040032 2603090065,2603090024	357.00
CHECK	199383	4/23/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2603120205	119.00
CHECK	199383	4/23/2026	BANNING VETERINARY HOSPITAL	MEDICAL EXAM 2603300054,2603300023	238.00
CHECK	199383 Total				**1,577.85**
CHECK	199384	4/23/2026	BARR DOOR, INC	REPAIR-BUILD MAINT	1,900.00
CHECK	199384 Total				**1,900.00**
CHECK	199385	4/23/2026	BEAUMONT BASIN WATERMASTER	ADMIN/LEGAL/AUDIT FEES	14,283.65
CHECK	199385 Total				**14,283.65**
CHECK	199386	4/23/2026	BEAUMONT CHERRY VALLEY WATER	WELL MAINT 2/24/26-3/24/26	2,337.61
CHECK	199386 Total				**2,337.61**
CHECK	199387	4/23/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-BUILD MAINT	210.04
CHECK	199387 Total				**210.04**
CHECK	199388	4/23/2026	BEAUMONT SAFE & LOCK	REKEY-PD	306.31
CHECK	199388 Total				**306.31**
CHECK	199389	4/23/2026	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS	1,061.00
CHECK	199389 Total				**1,061.00**
CHECK	199390	4/23/2026	BOUCHER LAW, PC	LEGAL SVCS	667.50
CHECK	199390	4/23/2026	BOUCHER LAW, PC	LEGAL SVCS FEB26	3,693.50
CHECK	199390 Total				**4,361.00**
CHECK	199391	4/23/2026	BURLAY, ANTHONY	REBATE RESIDENTIAL AC	1,800.00
CHECK	199391 Total				**1,800.00**
CHECK	199392	4/23/2026	CABRAL-HORSMAN, KAMARI	REFEREE FOR 11 GAMES CABRAL-HORSMAN	231.00
CHECK	199392 Total				**231.00**
CHECK	199393	4/23/2026	CALIFORNIA RURAL WATER ASSOCIATION	CRWA MEMB DUES APR2026-APR2027	1,745.00
CHECK	199393 Total				**1,745.00**
CHECK	199394	4/23/2026	CALIFORNIA WATER ENVIRONMENT	CWEA DUES 7/1/26-6/30/27 LYNCH-36936	251.00
CHECK	199394 Total				**251.00**
CHECK	199395	4/23/2026	CANON FINANCIAL SERVICES, INC	PRINTER CONTRACT APR26	1,676.34
CHECK	199395 Total				**1,676.34**
CHECK	199396	4/23/2026	CASC ENGINEERING AND CONSULTING INC	NPDES INSPCTN/ENV COMP	3,135.75
CHECK	199396 Total				**3,135.75**
CHECK	199397	4/23/2026	CDW GOVERNMENT, LLC	CREDIT-AI3GW1S RETURNED	(407.89)
CHECK	199397	4/23/2026	CDW GOVERNMENT, LLC	DELL PRO SLIM FZMHND4	1,638.70
CHECK	199397	4/23/2026	CDW GOVERNMENT, LLC	DYMO LABEL PRINTER	751.34
CHECK	199397	4/23/2026	CDW GOVERNMENT, LLC	QUANTUM LT05 DATA CART	407.89
CHECK	199397 Total				**2,390.04**
CHECK	199398	4/23/2026	CELL BUSINESS EQUIPMENT (CBE)	BLK/W/COLOR OVERAGE	411.34
CHECK	199398 Total				**411.34**
CHECK	199399	4/23/2026	CHARTER COMMUNICATIONS	CABLE SERVICE-COMM CTR 04/01/26-04/30/26	41.84
CHECK	199399 Total				**41.84**
CHECK	199400	4/23/2026	CHARTER COMMUNICATIONS	CABLE SERVICE-COMM CTR 04/01/26-04/30/26	41.84
CHECK	199400 Total				**41.84**
CHECK	199401	4/23/2026	CINTAS CORPORATION	UNFORMS-FLEET	94.59
CHECK	199401	4/23/2026	CINTAS CORPORATION	UNFORMS-ST&BUILD MAINT	85.80
CHECK	199401	4/23/2026	CINTAS CORPORATION	UNIFORM-ELEC	349.20
CHECK	199401	4/23/2026	CINTAS CORPORATION	UNIFORMS-FLEET	94.59
CHECK	199401	4/23/2026	CINTAS CORPORATION	UNIFORMS-PARKS	53.88
CHECK	199401	4/23/2026	CINTAS CORPORATION	UNIFORMS-WT/WW	285.74
CHECK	199401 Total				**963.80**
CHECK	199402	4/23/2026	CITY OF BANNING UTILITIES OPV	467 E HOFFER 3/4/26-4/1/26	208.81
CHECK	199402 Total				**208.81**
CHECK	199403	4/23/2026	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT DOT PHYSICAL	182.00
CHECK	199403	4/23/2026	CONCENTRA MEDICAL CENTERS	RETURN TO WORK DOT PHYSICAL	108.00
CHECK	199403 Total				**290.00**
CHECK	199404	4/23/2026	CORE & MAIN, LP	WATER INVENTORY PO NUM 033927	2,082.79
CHECK	199404 Total				**2,082.79**
CHECK	199405	4/23/2026	COUNTY OF RIVERSIDE DOEH	WW TREATMENT 2242 CHARLES	1,948.00
CHECK	199405 Total				**1,948.00**
CHECK	199406	4/23/2026	CURRIER, JEREMY	REFEREE FOR 7 GAMES CURRIER	147.00
CHECK	199406 Total				**147.00**
CHECK	199407	4/23/2026	DE LA CRUZ, CASTER	REFUND-MEN BSKTBLL26	80.00
CHECK	199407 Total				**80.00**
CHECK	199408	4/23/2026	DIAMOND ENVIRONMENTAL SERVICES	BULKY ITEM DAY	170.40
CHECK	199408 Total				**170.40**
CHECK	199409	4/23/2026	DUDEK	WELL M12A DRILL/EQUIP DSN	3,545.00
CHECK	199409	4/23/2026	DUDEK	WELL M12A DRILL/EQUIP DSN RETAINAGE	(354.50)
CHECK	199409 Total				**3,190.50**
CHECK	199410	4/23/2026	ENGINEERING SOLUTIONS SERVICES INC	ENCMPMT GRNT MGMT JAN26	2,111.00
CHECK	199410	4/23/2026	ENGINEERING SOLUTIONS SERVICES INC	GRNT RSRCH9/1/25-12/31/26	2,400.00
CHECK	199410	4/23/2026	ENGINEERING SOLUTIONS SERVICES INC	MNTH GRNT RSRCH JAN26	600.00
CHECK	199410 Total				**5,111.00**
CHECK	199411	4/23/2026	EXECUTIVE FACILTIES SERVICES INC	JANITORIAL SUPPLIES FEB26	2,065.75
CHECK	199411	4/23/2026	EXECUTIVE FACILTIES SERVICES INC	JANITORIAL SUPPLIES JAN26	2,062.01
CHECK	199411	4/23/2026	EXECUTIVE FACILTIES SERVICES INC	JANITORIAL SUPPLIES MAR26	2,063.84
CHECK	199411	4/23/2026	EXECUTIVE FACILTIES SERVICES INC	JANITORIAL SVCS DEC25	17,155.06
CHECK	199411	4/23/2026	EXECUTIVE FACILTIES SERVICES INC	JANITORIAL SVCS FEB26	16,905.80
CHECK	199411	4/23/2026	EXECUTIVE FACILTIES SERVICES INC	JANITORIAL SVCS JAN26	16,905.80

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199411	4/23/2026	EXECUTIVE FACILTIES SERVICES INC	JANITORIAL SVCS MAR26	16,905.80
CHECK	199411 Total				74,064.06
CHECK	199412	4/23/2026	FARRIS, STEPHON	REFUND-MEN BSKTBLL26	80.00
CHECK	199412 Total				80.00
CHECK	199413	4/23/2026	FRONTIER COMMUNICATIONS	951-197-0006 4/5/26-5/4/26	1,010.00
CHECK	199413	4/23/2026	FRONTIER COMMUNICATIONS	951-849-3260 03/28/26-04/24/26	314.50
CHECK	199413	4/23/2026	FRONTIER COMMUNICATIONS	951-849-6778 4/1/26-4/30/26	76.91
CHECK	199413 Total				1,401.41
CHECK	199414	4/23/2026	G & G ENVIRONMENTAL COMPLIANCE, INC	PROF SVCS MAR26	5,236.28
CHECK	199414 Total				5,236.28
CHECK	199415	4/23/2026	GAS COMPANY, THE	125 E RAMSEY 3/18/26-4/16/26	622.03
CHECK	199415	4/23/2026	GAS COMPANY, THE	2401 W NICOLET 03/13/26-4/13/26	15.39
CHECK	199415	4/23/2026	GAS COMPANY, THE	3900 W WILSON 3/11/26-4/9/26	39.62
CHECK	199415 Total				677.04
CHECK	199416	4/23/2026	GIBBONS, DEBBRA & ROBERT	REBATE RESIDENTIAL HVAC	1,800.00
CHECK	199416 Total				1,800.00
CHECK	199417	4/23/2026	GREYBAR PRINTING	BUSINESS CARDS SORIANO	72.73
CHECK	199417	4/23/2026	GREYBAR PRINTING	PROPERTY/EVIDENCE RECEIPT	82.08
CHECK	199417 Total				154.81
CHECK	199418	4/23/2026	HALL, ELIJAH	REFUND-MEN BSKTBLL26	80.00
CHECK	199418 Total				80.00
CHECK	199419	4/23/2026	HENDRICKSON, MITCHELL	REFUND-MEN BSKTBLL26	80.00
CHECK	199419 Total				80.00
CHECK	199420	4/23/2026	HOME DEPOT #8987	SUPPLIES-BUILD MAINT	356.38
CHECK	199420	4/23/2026	HOME DEPOT #8987	SUPPLIES-REC 033592	329.35
CHECK	199420 Total				685.73
CHECK	199421	4/23/2026	I.B.E.W. LOCAL 47 (PAC)	PAC DUES APR26	40.00
CHECK	199421	4/23/2026	I.B.E.W. LOCAL 47 (PAC)	PAC DUES MAR26	40.00
CHECK	199421 Total				80.00
CHECK	199422	4/23/2026	IBEW LOCAL 47 RETIREE MEDICAL TRUST	PAYROLL SUMMARY	52.04
CHECK	199422 Total				52.04
CHECK	199423	4/23/2026	IMPERIAL SUPPLIES, LLC	SHOP SUPPLIES-FLEET	437.67
CHECK	199423 Total				437.67
CHECK	199424	4/23/2026	INFOSEND, INC	DATA PROCESS/PRINT/MAIL	1,918.46
CHECK	199424 Total				1,918.46
CHECK	199425	4/23/2026	JACOBS, GAVIN	REFEREE FOR 36 GAMES JACOBS	756.00
CHECK	199425 Total				756.00
CHECK	199426	4/23/2026	JANUARY, JEREL	REFUND-MEN BSKTBLL26	80.00
CHECK	199426 Total				80.00
CHECK	199427	4/23/2026	JOE A GONSALVES & SON	PROF SVCS APR26	4,658.00
CHECK	199427 Total				4,658.00
CHECK	199428	4/23/2026	JON'S FLAGS & POLES, INC	FLAGS/SUPPLIES	81.46
CHECK	199428 Total				81.46
CHECK	199429	4/23/2026	KIMLEY-HORN AND ASSOCIATES, INC	INDIAN SCHOOLMAR26	23,502.50
CHECK	199429	4/23/2026	KIMLEY-HORN AND ASSOCIATES, INC	WWTP UPGRADES MAR26	17,111.00
CHECK	199429 Total				40,613.50
CHECK	199430	4/23/2026	LEXISNEXIS RISK SOLUTIONS	MONTHLY SBSCRPTN MAR26	217.27
CHECK	199430 Total				217.27
CHECK	199431	4/23/2026	LIEBERT CASSIDY WHITMORE	PROF LEGAL SVCS	3,431.50
CHECK	199431 Total				3,431.50
CHECK	199432	4/23/2026	LOUSTAUNAU, OSCAR	REFUND-MEN BSKTBLL26	80.00
CHECK	199432 Total				80.00
CHECK	199433	4/23/2026	LOVINGS, DEQUINN	REFUND-FLAG FTBALL26	60.00
CHECK	199433 Total				60.00
CHECK	199434	4/23/2026	LUGO, FRANK	REFUND-MEN BSKTBLL26	80.00
CHECK	199434 Total				80.00
CHECK	199435	4/23/2026	LUGRAIN, KAYLA	REFEREE FOR 31 GAMES LUGRAIN	651.00
CHECK	199435 Total				651.00
CHECK	199436	4/23/2026	MERCFUEL, INC	AVGAS-AVCA	21,319.80
CHECK	199436 Total				21,319.80
CHECK	199437	4/23/2026	MIRANDA, NYLAH	REFEREE FOR 28 GAMES MIRANDA	588.00
CHECK	199437 Total				588.00
CHECK	199438	4/23/2026	MODEL 1 COMMERCIAL VEHICLES	PARTS-FLEET #244	49.42
CHECK	199438 Total				49.42
CHECK	199439	4/23/2026	MORA, JUAN	REFUND-MEN BSKTBLL26	80.00
CHECK	199439 Total				80.00
CHECK	199440	4/23/2026	NAPA AUTO PARTS	REPAIR-FLEET #41	84.52
CHECK	199440	4/23/2026	NAPA AUTO PARTS	REPAIR-FLEET #51	96.65
CHECK	199440 Total				181.17
CHECK	199441	4/23/2026	NAWAZ, SHAH	REIMB CERT/LICENCE TEAMSTER MOU SHAW	180.00
CHECK	199441 Total				180.00
CHECK	199442	4/23/2026	O'REILLY AUTO PARTS	REPAIR-FLEET #12	140.21
CHECK	199442	4/23/2026	O'REILLY AUTO PARTS	REPAIR-FLEET #51	16.90
CHECK	199442	4/23/2026	O'REILLY AUTO PARTS	REPAIR-FLEET #842	422.05
CHECK	199442 Total				579.16
CHECK	199443	4/23/2026	PARKHOUSE TIRE, INC.	PARTS-FLEET #245	2,111.47
CHECK	199443	4/23/2026	PARKHOUSE TIRE, INC.	PARTS-FLEET #902	2,207.32
CHECK	199443	4/23/2026	PARKHOUSE TIRE, INC.	REPAIR-FLEET #11	172.93
CHECK	199443	4/23/2026	PARKHOUSE TIRE, INC.	REPAIR-FLEET #58	788.94
CHECK	199443	4/23/2026	PARKHOUSE TIRE, INC.	REPAIR-FLEET #614	145.87
CHECK	199443 Total				5,426.53
CHECK	199444	4/23/2026	PAYPRO ADMINISTRATORS	COBRA ADMIN SVCS MAR26	143.00
CHECK	199444 Total				143.00
CHECK	199445	4/23/2026	QUINN COMPANY	PARTS-FLEET #824	619.33
CHECK	199445	4/23/2026	QUINN COMPANY	REFUND COOLER #824	(399.47)
CHECK	199445	4/23/2026	QUINN COMPANY	REPAIR-FLEET #824	745.73
CHECK	199445 Total				965.59
CHECK	199446	4/23/2026	RACEWAY FORD INC	REPAIR-FLEET #235	367.80
CHECK	199446 Total				367.80

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199447	4/23/2026	RED HAWK SERVICES	INSTALL ANTENNA	955.27
CHECK	199447 Total				955.27
CHECK	199448	4/23/2026	SAN BERNARDINO PUBLIC EMPLOYEES	TEAMSTERS DUES APR26	2,304.74
CHECK	199448	4/23/2026	SAN BERNARDINO PUBLIC EMPLOYEES	TEAMSTERS DUES FEB26	2,280.50
CHECK	199448	4/23/2026	SAN BERNARDINO PUBLIC EMPLOYEES	TEAMSTERS DUES MAR26	2,291.42
CHECK	199448 Total				6,876.66
CHECK	199449	4/23/2026	SFPP, LLC	SUN LAKES RELOCATION	4,696,488.00
CHECK	199449 Total				4,696,488.00
CHECK	199450	4/23/2026	SHRED-IT USA, LLC	SHREDDING SVCS-PD	351.48
CHECK	199450 Total				351.48
CHECK	199451	4/23/2026	SLOVAK BARON EMPEY MURPHY & PINKNEY	PROF LEGAL SVCS	17,000.00
CHECK	199451	4/23/2026	SLOVAK BARON EMPEY MURPHY & PINKNEY	PROF LEGAL SVCS MAR26	78,479.22
CHECK	199451 Total				95,479.22
CHECK	199452	4/23/2026	SMITH, NYLEA	REFEREE FOR 20 GAMES SMITH	420.00
CHECK	199452 Total				420.00
CHECK	199453	4/23/2026	SOUTH COAST AIR QUALITY	ICE EM ELECT GEN-DIESEL	259.25
CHECK	199453 Total				259.25
CHECK	199454	4/23/2026	SOUTHERN CALIFORNIA EDISON	DEL RITA BOOSTER 3/16/26-04/15/26	66.05
CHECK	199454	4/23/2026	SOUTHERN CALIFORNIA EDISON	WELL 10 03/16/26-04/15/26	1,790.29
CHECK	199454	4/23/2026	SOUTHERN CALIFORNIA EDISON	WELL 11 03/16/26-04/14/26	297.18
CHECK	199454	4/23/2026	SOUTHERN CALIFORNIA EDISON	WELL 11 LATE FEE 03/16/26-04/14/26	2.33
CHECK	199454	4/23/2026	SOUTHERN CALIFORNIA EDISON	WELL 12 03/16/26-04/15/26	426.54
CHECK	199454	4/23/2026	SOUTHERN CALIFORNIA EDISON	WELL9 03/16/26-04/15/26	12.32
CHECK	199454 Total				2,594.71
CHECK	199455	4/23/2026	SOUTHERN CALIFORNIA WEST COAST ELEC	REPAIR-BUILD MAINT	2,095.38
CHECK	199455 Total				2,095.38
CHECK	199456	4/23/2026	STAPLES BUSINESS ADVANTAGE	SUPPLIES-FD	161.61
CHECK	199456	4/23/2026	STAPLES BUSINESS ADVANTAGE	SUPPLIES-PD	731.96
CHECK	199456 Total				893.57
CHECK	199457	4/23/2026	STATE OF CALIFORNIA DOJ	BLOOD ALCOHOL ANALYSIS	105.00
CHECK	199457 Total				105.00
CHECK	199458	4/23/2026	STATE WATER RESOURCES CONTROL	ANNUAL PERMIT FEE 4/1/26-03/31/27	781.00
CHECK	199458 Total				781.00
CHECK	199459	4/23/2026	STATE WATER RESOURCES CONTROL	WATER TREATMENT GRADE T2-LYNCH OP#14912	60.00
CHECK	199459 Total				60.00
CHECK	199460	4/23/2026	STC TRAFFIC INC	TRAFFIC SIG UPGRADE	2,810.00
CHECK	199460 Total				2,810.00
CHECK	199461	4/23/2026	SWITHENBANK, DANIEL	SFST COURSE/DUI MEALS3/30-4/1-SWITHENBANK	70.00
CHECK	199461 Total				70.00
CHECK	199462	4/23/2026	TEC EQUIPMENT, INC	REPAIR-FLEET #242	143.01
CHECK	199462	4/23/2026	TEC EQUIPMENT, INC	REPAIR-FLEET #244	519.12
CHECK	199462 Total				662.13
CHECK	199463	4/23/2026	TELEPACIFIC COMMUNICATIONS	CENTRAL PHONE SERVICES 04/16/26-05/15/26	1,668.99
CHECK	199463 Total				1,668.99
CHECK	199464	4/23/2026	TETRA TECH INC.	PROF SVCS 3/31/26	5,243.75
CHECK	199464 Total				5,243.75
CHECK	199465	4/23/2026	TREE SERVICE KINGS, INC	TREE SVCS-713 N SUNRISE	1,320.00
CHECK	199465 Total				1,320.00
CHECK	199466	4/23/2026	TREMBLY, CHRIS	REIMB CERT GRD 4-TREMLY	105.00
CHECK	199466 Total				105.00
CHECK	199467	4/23/2026	TURBO DATA SYSTEMS INC	CITATION PROCESSING	152.98
CHECK	199467 Total				152.98
CHECK	199468	4/23/2026	U.S. BANK	CUSTODY ACCT-ADMIN FEES 03/01/2025-02/28/2027	1,975.00
CHECK	199468 Total				1,975.00
CHECK	199469	4/23/2026	UNDERGROUND SERVICE ALERT	54 NEW TICKETS APR26	126.10
CHECK	199469 Total				126.10
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	ANIMAL CONTROL CELL PHONE 3/2/26-4/1/26	38.35
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	BUILDING & SAFETY CELLS 3/2/26-4/1/26	159.19
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	BUILDING MAINT CELL PHONE 3/2/26-4/1/26	76.70
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	CITY CLERK CELL PHONE 3/2/26-4/1/26	109.22
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	CITY COUNCIL CELL PHONE 3/2/26-4/1/26	189.82
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	CITY MANAGER CELL PHONE 3/2/26-4/1/26	38.35
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	CODE ENFORCE CELL PHONE 3/2/26-4/1/26	145.08
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	DIAL-A-RIDE CELL PHONE 3/2/26-4/1/26	180.87
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	DISPATCH CELLS 3/2/26-4/1/26	26.12
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	ECONOMIC DEV CELL PHONE 3/2/26-4/1/26	41.00
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	ELECTRIC CELL PHONE 3/2/26-4/1/26	1,486.61
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	ENGINEERING CELL PHONE 3/2/26-4/1/26	195.09
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	FINANCE CELL PHONE 3/2/26-4/1/26	209.78
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	FIRE DEPT CELL PHONE 3/2/26-4/1/26	40.01
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	FLEET CELL PHONE 3/2/26-4/1/26	76.70
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	GOV ACCESS CELL PHONE 3/2/26-4/1/26	26.12
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	HR CELL PHONE 3/2/26-4/1/26	145.45
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	INFO SERVICES CELL PHONE 3/2/26-4/1/26	153.40
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	METER SERVICES CELL PHONE 3/2/26-4/1/26	188.36
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	OEP GRANT CELL PHONE 3/2/26-4/1/26	38.35
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	OPPORTUNITY VILLAGE 3/2/26-4/1/26	209.78
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	PARKS CELL PHONE 3/2/26-4/1/26	104.39
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	PLANNING CELL PHONE 3/2/26-4/1/26	201.37
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	POLICE DEPT CELLS 3/2/26-4/1/26	1,380.60
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	PURCHASING CELL PHONE 3/2/26-4/1/26	38.35
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	RECREATION CELLS 3/2/26-4/1/26	249.78
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	REFUSE CELL PHONE 3/2/26-4/1/26	38.35
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	SENIOR CENTER CELL PHONE 3/2/26-4/1/26	38.35
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	STREETS DEPT CELLS 3/2/26-4/1/26	328.51
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	TRANSIT CELL PHONE 3/2/26-4/1/26	829.14
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	UTILITY BILLING CELL 3/2/26-4/1/26	38.35
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	WASTEWATER CELL PHONE 3/2/26-4/1/26	115.05
CHECK	199470	4/23/2026	VERIZON WIRELESS SERVICES, LLC	WATER CELL PHONE 3/2/26-4/1/26	951.05

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199470 Total				8,087.64
CHECK	199471	4/23/2026	VESTIS SERVICES LLC	UNIFORM-UB	132.34
CHECK	199471 Total				132.34
CHECK	199472	4/23/2026	WASTE MANAGEMENT 0F THE IE	CONTAINER USAGE MAR26	752.99
CHECK	199472 Total				752.99
CHECK	199473	4/23/2026	WBCP, INC.	RECRUITMENT-COMM DEV DIR	10,026.50
CHECK	199473 Total				10,026.50
CHECK	199474	4/23/2026	WEST & ASSOCIATES ENGINEERING, INC	URBAN WATER MGMT PLAN	7,820.00
CHECK	199474 Total				7,820.00
CHECK	199475	4/23/2026	WILLIAMS, TRAEVION	REFUND-MEN BSKTBLL26	80.00
CHECK	199475 Total				80.00
CHECK	199476	4/23/2026	WOODARD & CURRAN, INC	PROF SVCS 03/28/26	5,424.35
CHECK	199476 Total				5,424.35
CHECK	199477	4/23/2026	WRIGHT, RALPH	EMPLOYEE EYEWEAR WRIGHT	300.00
CHECK	199477 Total				300.00
CHECK	199478	4/23/2026	YUNEX, LLC	TRAF SIG MAINT MAR26	664.24
CHECK	199478	4/23/2026	YUNEX, LLC	TRAFFC SIG CALL OUT MAR26	1,517.62
CHECK	199478 Total				2,181.86
CHECK	199479	4/30/2026	AECOM & WM LYLES VIII, A JOINT VENT	WWTP RECYCLED WTR UPGRD	-
CHECK	199479 Total				-
CHECK	199480	4/30/2026	AMAZON BUSINESS	REVERSAL	(62.45)
CHECK	199480	4/30/2026	AMAZON BUSINESS	SUPPLIES-COMM SERV	58.23
CHECK	199480	4/30/2026	AMAZON BUSINESS	SUPPLIES-ELEC	360.34
CHECK	199480	4/30/2026	AMAZON BUSINESS	SUPPLIES-ENG	118.51
CHECK	199480	4/30/2026	AMAZON BUSINESS	SUPPLIES-REC	154.59
CHECK	199480	4/30/2026	AMAZON BUSINESS	SUPPLIES-RECREATION	62.45
CHECK	199480 Total				691.67
CHECK	199481	4/30/2026	ARAGON GEOTECHNICAL, INC	MINING INSPECTION	6,046.25
CHECK	199481 Total				6,046.25
CHECK	199482	4/30/2026	AT&T CALNET 2	MONTHLY SVC ACCT 9391033242	212.42
CHECK	199482 Total				212.42
CHECK	199483	4/30/2026	ATWORK PERSONNEL SERVICES	AYALA PPE04/19/26	2,051.34
CHECK	199483	4/30/2026	ATWORK PERSONNEL SERVICES	COOPER PPE04/19/26	2,152.80
CHECK	199483	4/30/2026	ATWORK PERSONNEL SERVICES	GOMEZ PPE4/19/26	1,601.75
CHECK	199483 Total				5,805.89
CHECK	199484	4/30/2026	AVILA, CHRISTINA	REFEREE FOR 43 GAMES	903.00
CHECK	199484 Total				903.00
CHECK	199485	4/30/2026	BARDOWSKI &, STEPHEN	UB CR REFUND-FINALS 000011574	82.97
CHECK	199485 Total				82.97
CHECK	199486	4/30/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-BUILD MAINT	131.53
CHECK	199486	4/30/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-PARKS	26.16
CHECK	199486	4/30/2026	BEAUMONT DO IT BEST HOME CENTER	SUPPLIES-REC	100.83
CHECK	199486 Total				258.52
CHECK	199487	4/30/2026	CASC ENGINEERING AND CONSULTING INC	PROF SVCS 3/31/26	3,215.00
CHECK	199487	4/30/2026	CASC ENGINEERING AND CONSULTING INC	SAN GORGONIO/RRX MAR26	1,050.00
CHECK	199487 Total				4,265.00
CHECK	199488	4/30/2026	CHARTER COMMUNICATIONS	CABLE SER-CITY HALL FIBE 4/25/26-5/24/26	999.55
CHECK	199488 Total				999.55
CHECK	199489	4/30/2026	CHARTER COMMUNICATIONS	CABLE SER-FIBER 4/25/26-5/24/26	999.55
CHECK	199489 Total				999.55
CHECK	199490	4/30/2026	CHARTER COMMUNICATIONS	CABLE -CITY HALL FIBER 4/25/26-5/24/26	132.72
CHECK	199490 Total				132.72
CHECK	199491	4/30/2026	CINTAS CORPORATION	UNFORMS-REC	53.88
CHECK	199491	4/30/2026	CINTAS CORPORATION	UNFORMS-ST&BUILD MAINT	85.80
CHECK	199491	4/30/2026	CINTAS CORPORATION	UNFORMS-W/WW	285.74
CHECK	199491	4/30/2026	CINTAS CORPORATION	UNIFORMS-ELEC	339.66
CHECK	199491	4/30/2026	CINTAS CORPORATION	UNIFRMS-TRANSIT	125.01
CHECK	199491 Total				890.09
CHECK	199492	4/30/2026	CITY MANAGEMENT ADVISORS LLC	RECRUITMENT-CITY MANAGER	10,383.34
CHECK	199492 Total				10,383.34
CHECK	199493	4/30/2026	CITY OF BANNING UTILITIES OPV	146 N 4TH M# 23924 3/11/26-4/9/26	94.22
CHECK	199493 Total				94.22
CHECK	199494	4/30/2026	COLLETTA, LYNETTE	UB CR REFUND-FINALS 000015802	191.33
CHECK	199494 Total				191.33
CHECK	199495	4/30/2026	CONSOLIDATED ELECTRICAL	SUPPLIES-BUILD MAINT	48.10
CHECK	199495 Total				48.10
CHECK	199496	4/30/2026	DIAMOND ENVIRONMENTAL SERVICES	LITTLE LEAGUE 2026	419.36
CHECK	199496 Total				419.36
CHECK	199497	4/30/2026	EMPLOYMENT RISK MANAGEMENT	RETURNED CHECK FEE CHECK# 197947	12.00
CHECK	199497 Total				12.00
CHECK	199498	4/30/2026	ENGINEERING RESOURCES OF SO CA	INSPECTION SVCS 1/31/26	52,297.90
CHECK	199498	4/30/2026	ENGINEERING RESOURCES OF SO CA	INSPECTION SVCS 12/31/26	50,018.01
CHECK	199498	4/30/2026	ENGINEERING RESOURCES OF SO CA	INSPECTION SVCS 2/28/26	40,139.86
CHECK	199498	4/30/2026	ENGINEERING RESOURCES OF SO CA	INSPECTION SVCS 3/31/26	52,074.73
CHECK	199498	4/30/2026	ENGINEERING RESOURCES OF SO CA	PLAN CHK SVCS 1/31/26	51,190.38
CHECK	199498	4/30/2026	ENGINEERING RESOURCES OF SO CA	PLAN CHK SVCS 2/28/26	55,459.98
CHECK	199498	4/30/2026	ENGINEERING RESOURCES OF SO CA	PLAN CHK SVCS 3/31/26	65,338.22
CHECK	199498 Total				366,519.08
CHECK	199499	4/30/2026	FORD-JAMES, SANDRA	UB CR REFUND-FINALS 000012738	260.75
CHECK	199499 Total				260.75
CHECK	199500	4/30/2026	FRONTIER COMMUNICATIONS	213-181-7186 4/19/26-5/18/26	628.02
CHECK	199500	4/30/2026	FRONTIER COMMUNICATIONS	LATE FEE	27.04
CHECK	199500	4/30/2026	FRONTIER COMMUNICATIONS	MONTHLY SRVC	1,778.66
CHECK	199500 Total				2,433.72
CHECK	199501	4/30/2026	GARCIA, GLORIA C	UB CR REFUND-FINALS 000023366	62.12
CHECK	199501 Total				62.12
CHECK	199502	4/30/2026	GAS COMPANY, THE	172 N MURRAY 3/18/26-4/16/26	72.11
CHECK	199502	4/30/2026	GAS COMPANY, THE	176 E LINCOLN- NAT GAS 3/25/26-4/23/26	658.04
CHECK	199502	4/30/2026	GAS COMPANY, THE	404 S HATHWAY 3/24/26-4/22/26	14.30

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	199502	4/30/2026	GAS COMPANY, THE	99 E RAMSEY	33.79
CHECK	199502	4/30/2026	GAS COMPANY, THE	AQUATICS 3/18/26-4/16/26	14.30
CHECK	199502	4/30/2026	GAS COMPANY, THE	COMMUNITY CENTER 3/18/26-4/16/26	57.65
CHECK	199502	4/30/2026	GAS COMPANY, THE	PARKS & RECS 3/18/26-4/16/26	14.30
CHECK	199502	4/30/2026	GAS COMPANY, THE	SENIOR CENTER 3/18/26-4/16/26	150.55
CHECK	199502 Total				**1,015.04**
CHECK	199503	4/30/2026	HDL COREN & CONE	PROPERTY TAXES APR-JUN 26	4,200.00
CHECK	199503 Total				**4,200.00**
CHECK	199504	4/30/2026	HEMET VALLEY TOOL, INC	REPAIR-STREETS	65.00
CHECK	199504	4/30/2026	HEMET VALLEY TOOL, INC	REPAIR-WATER DEPT	119.09
CHECK	199504 Total				**184.09**
CHECK	199505	4/30/2026	HIEMSTRA, FRED & VICKY	REBATE RESIDENTIAL AC	1,800.00
CHECK	199505 Total				**1,800.00**
CHECK	199506	4/30/2026	HOME DEPOT #8987	SUPPLIES-BUILD MAINT	86.09
CHECK	199506 Total				**86.09**
CHECK	199507	4/30/2026	I.B.E.W. LOCAL 47	GE/UTILITY UNION DUES MARCH 2026	10,728.65
CHECK	199507 Total				**10,728.65**
CHECK	199508	4/30/2026	IBEW LOCAL 47 RETIREE MEDICAL TRUST	PAYROLL SUMMARY	2,989.12
CHECK	199508 Total				**2,989.12**
CHECK	199509	4/30/2026	IMPERIAL SUPPLIES, LLC	SUPP;IES-FLEET	260.46
CHECK	199509	4/30/2026	IMPERIAL SUPPLIES, LLC	SUPPLIES-FLEET #SHOP	267.84
CHECK	199509 Total				**528.30**
CHECK	199510	4/30/2026	INFOSEND, INC	FY26 PAPER/ENV/PRINTING	1,119.01
CHECK	199510 Total				**1,119.01**
CHECK	199511	4/30/2026	JACKSON, JOHN H.	REFEREE FOR 4 GAMES	84.00
CHECK	199511 Total				**84.00**
CHECK	199512	4/30/2026	JOE A GONSALVES & SON	PROF SVCS MAY26	4,658.00
CHECK	199512 Total				**4,658.00**
CHECK	199513	4/30/2026	KEPT COMPANIES INC	WASH/DISENFECT BUSES	1,469.87
CHECK	199513 Total				**1,469.87**
CHECK	199514	4/30/2026	LINCOLN FINANCIAL GROUP	LINCOLN GRP LIFE-CURRENT	2,041.34
CHECK	199514	4/30/2026	LINCOLN FINANCIAL GROUP	LINCOLN LTD (CURRENT)	2,954.97
CHECK	199514	4/30/2026	LINCOLN FINANCIAL GROUP	LINCOLN STD (CURRENT)	4,770.51
CHECK	199514	4/30/2026	LINCOLN FINANCIAL GROUP	LINCOLN VOL LIFE BUY UP	111.50
CHECK	199514	4/30/2026	LINCOLN FINANCIAL GROUP	LINCOLN VOL LIFE BUY UP C	1,134.57
CHECK	199514 Total				**11,012.89**
CHECK	199515	4/30/2026	NINO, SAMI	UB CR REFUND-FINALS 000023306	73.00
CHECK	199515 Total				**73.00**
CHECK	199516	4/30/2026	O'REILLY AUTO PARTS	PARTS-FLEET #35	282.37
CHECK	199516	4/30/2026	O'REILLY AUTO PARTS	PARTS-FLEET #704	64.22
CHECK	199516 Total				**346.59**
CHECK	199517	4/30/2026	ORANGE COUNTY WINWATER WORKS	WATER INVENTORY PO NUM 033922	219.81
CHECK	199517 Total				**219.81**
CHECK	199518	4/30/2026	PARS	PAYROLL SUMMARY	231.23
CHECK	199518 Total				**231.23**
CHECK	199519	4/30/2026	PINNACLE PETROLEUM INC	FY 2026-DIESEL FUEL	4,170.88
CHECK	199519 Total				**4,170.88**
CHECK	199520	4/30/2026	PYRAMID BUILDING & ENGINEERING	CHARLES BOOSTER STN/RESVR	145,854.45
CHECK	199520	4/30/2026	PYRAMID BUILDING & ENGINEERING	LINCOLN BOOSTER/FOREBAY	156,844.29
CHECK	199520 Total				**302,698.74**
CHECK	199521	4/30/2026	RIV. CO. HEALTH SVCS AGENCY	POOL HEALTH FEES	463.00
CHECK	199521 Total				**463.00**
CHECK	199522	4/30/2026	SHRED-IT USA, LLC	SHREDDING SVCS-ELECMAR26	173.93
CHECK	199522 Total				**173.93**
CHECK	199523	4/30/2026	SLOAN SAKAI YEUNG & WONG LLP	DEV WORKOUT PLAN MATTER 3261/002	12,845.00
CHECK	199523 Total				**12,845.00**
CHECK	199524	4/30/2026	SMART & FINAL	SUPPLIES-REC	83.94
CHECK	199524	4/30/2026	SMART & FINAL	SUPPLIES-SENIOR CENTER	78.12
CHECK	199524 Total				**162.06**
CHECK	199525	4/30/2026	SOUTHERN CALIFORNIA WEST COAST ELEC	REPAIR-BUILD MAINT	220.00
CHECK	199525 Total				**220.00**
CHECK	199526	4/30/2026	STAPLES BUSINESS ADVANTAGE	SUPPLIES-COMM SERV	228.02
CHECK	199526 Total				**228.02**
CHECK	199527	4/30/2026	SUPERION, LLC	PROJECT MANAGEMENT SVCS	3,150.00
CHECK	199527 Total				**3,150.00**
CHECK	199528	4/30/2026	THOMPSON COBURN, LLP	FED ENERGY REG COM LEGAL	7,968.49
CHECK	199528 Total				**7,968.49**
CHECK	199529	4/30/2026	USGS	UB CR REFUND-FINALS 000061510	218.57
CHECK	199529 Total				**218.57**
CHECK	199530	4/30/2026	VAN ENGINEERING INC	FINAL RETENTION RAMSEY/OMAR INTERSECTION	34,209.85
CHECK	199530 Total				**34,209.85**
CHECK	199531	4/30/2026	VESTIS SERVICES LLC	UNIFORM-UB	132.34
CHECK	199531 Total				**132.34**
CHECK	199532	4/30/2026	VISION SECURITY SYSTEMS	NEEDED SRVC MAR26	452.24
CHECK	199532 Total				**452.24**
CHECK	199533	4/30/2026	WATERLINE TECHNOLOGIES, INC	REPAIR-AQUATICS	208.28
CHECK	199533	4/30/2026	WATERLINE TECHNOLOGIES, INC	SUPPLIES-AQUATICS	2,415.42
CHECK	199533 Total				**2,623.70**
CHECK	199534	4/30/2026	WBCP, INC.	RECRUITMENT-COMM DEV DIR	14,303.75
CHECK	199534 Total				**14,303.75**
CHECK	199535	4/30/2026	WESCO DISTRIBUTION, INC.	WATER INVENTORY PO NUM 033920	446.09
CHECK	199535 Total				**446.09**
CHECK Total					**8,585,679.26**
WIRE	1192	4/17/2026	U.S. BANK	INTEREST DUE PAYMENT BUA WATER-258228000	308,406.26
WIRE	1192 Total				**308,406.26**
WIRE	1193	4/17/2026	U.S. BANK	INTEREST DUE PAYMENT BUA WASTEWATER-254226000	23,850.00
WIRE	1193 Total				**23,850.00**
WIRE	1194	4/20/2026	RIVERSIDE PUBLIC UTILITIES	CAPACITY EXPENSE MARCH 2026	1,050,181.34
WIRE	1194	4/20/2026	RIVERSIDE PUBLIC UTILITIES	CRR REVENUE MARCH 2026	(9,650.27)

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
WIRE	**1194**	4/20/2026	**RIVERSIDE PUBLIC UTILITIES**	ENERGY EXPENSE MARCH 2026	55,946.71
WIRE	**1194**	4/20/2026	**RIVERSIDE PUBLIC UTILITIES**	ENERGY REVENUE MARCH 2026	(284.08)
WIRE	**1194**	4/20/2026	**RIVERSIDE PUBLIC UTILITIES**	INTEREST REVENUE MARCH 2026	(2,816.78)
WIRE	**1194**	4/20/2026	**RIVERSIDE PUBLIC UTILITIES**	S&D EXPENSE MARCH 2026	55,724.00
WIRE	**1194**	4/20/2026	**RIVERSIDE PUBLIC UTILITIES**	TRANS EXPENSE MARCH 2026	459,406.25
WIRE	**1194**	4/20/2026	**RIVERSIDE PUBLIC UTILITIES**	TRANS REVENUE MARCH 2026	(49,608.07)
WIRE	**1194 Total**				**1,558,899.10**
WIRE Total					**1,891,155.36**
Grand Total					**13,409,335.23**

RETAINAGE

April 2026

Type	Number	Date	Vendor Name	Payment Description	WARRANT AMOUNT
CHECK	**199168**	4/2/2026	**PYRAMID BUILDING & ENGINEERING**	CHARLES BOOSTER STN/RESVR RETAINAGE	(18,185.03)
CHECK	**199168**	4/2/2026	**PYRAMID BUILDING & ENGINEERING**	LINCOLN BOOSTER/FOREBAY RETAINAGE	(10,119.00)
CHECK	**199168 Total**				**(28,304.03)**
CHECK	**199182**	4/2/2026	**SUPERB ENGINEERING, INC.**	LIONS PARK IRR JAN-MAR26 RETAINAGE	(14,090.25)
CHECK	**199182 Total**				**(14,090.25)**
CHECK	**199258**	4/9/2026	**PYRAMID BUILDING & ENGINEERING**	CHARLES BOOSTER STN/RESVR RETAINAGE	(7,676.55)
CHECK	**199258**	4/9/2026	**PYRAMID BUILDING & ENGINEERING**	LINCOLN BOOSTER/FOREBAY RETAINAGE	(8,254.96)
CHECK	**199258 Total**				**(15,931.51)**
CHECK	**199261**	4/9/2026	**RE CHAFFEE CONSTRUCTION INC**	WELLC-8 EQUIP/IMPRVMT RETAINAGE	(7,400.00)
CHECK	**199261 Total**				**(7,400.00)**
CHECK	**199318**	4/16/2026	**EFS WEST INC**	DSN/BLD CNG FUEL STN RETAINAGE	(5,026.00)
CHECK	**199318 Total**				**(5,026.00)**
CHECK	**199363**	4/16/2026	**SUPERB ENGINEERING, INC.**	LIONS PARK IRR MAR-APR26 RETAINAGE	(189.86)
CHECK	**199363 Total**				**(189.86)**
CHECK	**199409**	4/23/2026	**DUDEK**	WELL M12A DRILL/EQUIP DSN RETAINAGE	(354.50)
CHECK	**199409 Total**				**(354.50)**
CHECK Total					**(71,296.15)**
Grand Total					**-$71,296.15**

VOIDED CHECKS

April 2026

Issue Date (Original)	Check (Original)	Vendor #	Reason	Void Amount	Issue Date (Reissue)	Check (Reissue)	Vendor #	Reissued Amount
4/9/2026	199251	99001	Utility Credit	$ 4,230.02	not reissued			$ -
4/9/2026	199192	8945	Positive Pay Issues	$ 10,911.86	4/30/2026	199479	8945	$ 10,911.86
4/9/2026	199258	8853	Positive Pay Issues	$ 302,698.74	4/30/2026	199520	8853	$ 302,698.74
4/9/2026	199309	9047	Invoice Adjustment	$ 10,383.34	4/29/2026	199492	9047	$ 10,383.34
4/9/2026	199262	99001	Lost	$ 146.23	5/28/2026	199823	99001	$ 146.23
4/9/2026	199192	8945	Positive Pay Issues	$ 10,911.86	7/9/2026	200225	8945	10,911.86
4/23/2026	199374	8945	Positive Pay Issues	$ 3,582.43	7/9/2026	200225	8945	3,582.43
TOTALS				**$342,864.48**				**$324,140.17**

ACH

April 2026

Date	Check #	Vendor #	Vendor Name	Amount
4/3/2026	9008569	2256	WELLS FARGO BANK	669,452.25
4/6/2026	9008570	997	CA ST PUBLIC EMPLOYEES RETIREMENT SYS	15,426.56
4/6/2026	9008571	997	CA ST PUBLIC EMPLOYEES RETIREMENT SYS	174,058.72
4/6/2026	9008572	985	CA STATE EMPLOYMENT DEV DEPT	49,346.31
4/6/2026	9008573	985	CA STATE EMPLOYMENT DEV DEPT	961.69
4/6/2026	9008574	2484	INTERNAL REVENUE SERVICE	262,071.49
4/7/2026	9008575	8725	Invoice Cloud	8,181.80
4/8/2026	9008576	8344	WINDSTREAM	1,152.54
4/8/2026	9008577	8344	WINDSTREAM	1,146.45
4/8/2026	9008578	8344	WINDSTREAM	5,449.00
4/9/2026	9008579	2257	CA STATE BOARD OF EQUALIZATION	571.00
4/9/2026	9008580	8102	CSC	28.35
4/10/2026	9008581	4228	Wells Fargo	200.00
4/13/2026	9008582	997	CA ST PUBLIC EMPLOYEES RETIREMENT SYS	232,921.81
4/13/2026	9008583	997	CA ST PUBLIC EMPLOYEES RETIREMENT SYS	1,432.96
4/16/2026	9008584	997	CA ST PUBLIC EMPLOYEES RETIREMENT SYS	166,746.16
4/17/2026	9008585	2256	WELLS FARGO BANK	692,110.33
4/20/2026	9008586	8102	CSC	8.35
4/20/2026	9008587	985	CA STATE EMPLOYMENT DEV DEPT	52,049.73
4/20/2026	9008588	985	CA STATE EMPLOYMENT DEV DEPT	16,711.82
4/20/2026	9008589	2484	INTERNAL REVENUE SERVICE	270,538.44
4/24/2026	9008590	2256	WELLS FARGO BANK	7,492.44
4/24/2026	9008591	2484	INTERNAL REVENUE SERVICE	1,318.88
4/27/2026	9008592	8102	CSC	53.40
4/27/2026	9008593	8702	Empower 457	47,519.17
4/27/2026	9008594	8702	Empower 457	47,751.96
4/29/2026	9008595	3012	CA STATE BOARD OF EQUALIZATION	125.00
4/30/2026	9008596	997	CA ST PUBLIC EMPLOYEES RETIREMENT SYS	179,947.96
4/30/2026	9008597	8102	CSC	45.05
4/6/2026	9008598	2256	Wells Fargo	27,680.99
				$ 2,932,500.61

WELLS FARGO PAYMENTS	$	27,880.99
OTHER PAYMENTS	$	2,904,619.62

WIRES

April 2026

Date	Wire #	Vendor #	Vendor Name		Amount
4/17/2026	1192	3590	U.S.Bank	$	308,406.26
4/17/2026	1192	3590	U.S.Bank	$	23,849.79
4/20/2026	1192	4433	RPU-Riverside Public Utilites	$	1,558,899.10
TOTALS				**$**	**1,891,155.15**

PAYROLL - MANUAL

April 2026

Start	End	Date	Description		Check Total
14069	14073	4/3/2026	Warrant Register	$	2,175.13
TOTALS				**$**	**2,175.13**
	CHECKS USED	**5**			

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:	**August 25, 2026**
SUBJECT:	**A Resolution of the City Council of the City of Banning, California, Retroactive Approval for the Appointment of a Retired Annuitant, Michelle Green, as extra help.**

STAFF RECOMMENDATION:

Adopt Resolution 2026-114

BACKGROUND:

Since March 2025, the Finance Department has been at a critical juncture. It has required guidance from an experienced fiscal services professional to ensure it remains on the path to efficient management and operations. With the City Council's acknowledgment, Michelle Green, a CalPERS retiree with over 30 years of experience in fiscal services, was appointed Interim Administrative Services Director. As a Retired Annuitant, Ms. Green could only work an aggregate of 960 hours in a fiscal year regardless of how many CalPERS contracting agencies she works for during such period. Given the substantial amount of work, Ms. Green exhausted her hours in December 2025.

In early 2026, the City learned that Ms. Green, who retired in 2017 as Deputy Finance Director, should have been appointed by the City Council in open session to an Extra Help role. Gov. Code section 21221(h) permits the limited-term appointment of CalPERS retirees to temporary positions subject to certain requirements, including limited hours, compensation, and duration of work. As a CalPERS retiree, Ms. Green could only work an aggregate of 960 hours in a fiscal year regardless of how many CalPERS contracting agencies she works for during such period.

Staff recommends that the City Council retroactively approve the limited-term appointment of Michelle Green as Extra-Help from the period of March 25, 2025 through December 31, 2025.

JUSTIFICATION:

The resolution for Interim Vacant Retired Annuitant under Gov. Code sections 7522.56 and 21221(h), is for CalPERS retirees hired to work in a vacant position while the employer recruits for a permanent replacement, such as an interim city manager, interim police or fire chief, interim department head, or any other unique managerial or executive position. An open recruitment to fill the vacancy with a permanent replacement is required to appoint a retiree. A retiree can only be appointed once to a vacant position. A retiree must reinstate from retirement to be employed in any regular staff position which includes any permanent positions including full time, part time, seasonal, limited term, permanent intermittent, exempt from membership, or any other type of temporary or periodic regular staff position.

FISCAL IMPACT:

Ms. Green was paid an hourly rate of $114.3849, which is the hourly equivalent of the Finance Director position. She is not entitled to any additional compensation, benefits, vacation, or holidays. The expenses for Ms. Green's temporary time have already been paid. There is no new impact on the General Fund regarding this action.

ATTACHMENTS:

1. Resolution_2026-_Michelle_Green_082526 JT edits.docx

RESOLUTION 2026-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, RETROACTIVE APPROVAL FOR THE APPOINTMENT OF A RETIRED ANNUITANT, MICHELLE GREEN, AS EXTRA HELP

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 Retired Annuitant Michelle Green as Extra Help for the City of Banning under Gov. Code section 21221(h), effective March 24, 2025; and

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

WHEREAS, the City Council finds that an exception is justified due to a vacant Director position and work exceeding regular staff workload, consistent with Gov. Code section 21224; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on December 31, 2025; 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 $118,902.99 and the hourly equivalent is $114.3298; the minimum base salary for this position is $87,888.94, and the hourly equivalent is $84.5086; and

WHEREAS, the hourly rate paid to Michelle Green will be $ 114.38; and

WHEREAS, Michelle Green 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

WHEREAS, before the appointment of Michelle Green, the City Council did not approve a Resolution approving her appointment. This is a requirement of CalPERS. This Resolution is being put forward as a retroactive approval to satisfy CalPERS requirement; and

THEREFORE, BE IT RESOLVED THAT the City Council hereby certifies the nature of the employment of Michelle Green as described herein and that this appointment is necessary to fill the critically needed position of Extra Help Retired Annuitant in the Finance Department for the

City of Banning by March 24, 2025, because the need for management-level support continues to exist while the Administrative Services Director's leave continues.

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 25th day of August 2026.

Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Phaedra Norton, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-114, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of August 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

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:	**August 25, 2026**
SUBJECT:	**Consideration of Resolution No. 2026-117, to Authorize the City Manager to Execute Amendment No. 2 to the Reimbursement Agreement with SFPP, L.P., a Delaware Limited Partnership, for additional Costs Associated with the Relocation of Pipeline Facilities owned and Operated by SFPP in Relation to the Sun Lakes Boulevard Extension Project.**

STAFF RECOMMENDATION:

Approve Resolution No. 2026-117

BACKGROUND:

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

On October 22, 2024, the City Council adopted Resolution No. 2024-170 approving a Reimbursement Agreement with SFPP, L.P. for costs associated with the Design and Relocation of pipeline facilities owned and operated by Kinder Morgan in relation to the Sun Lakes Boulevard Extension Project in the amount of $3,711,119. The cost encompasses the entire relocation project, broken down into four key phases: engineering, permitting, construction and inspections.

On January 27, 2026, the City Council adopted Resolution No. 2026-19 approving Amendment No.1 to the Reimbursement Agreement with SFPP, L.P., increasing the total project cost to $4,668,738 to account for unforeseen site conditions and construction cost increases.

The construction of Sun Lakes Boulevard Extension requires comprehensive inspection services to ensure the safety and integrity of the pipeline while equipment passes over and around the relocated facility. Phase 4 of the project, Damage Prevention, was initially established to cover these inspection costs. The $117,395.50 cost reflected in this amendment accounts for actual inspection expenses that exceed the original Phase 4 budget of $100,000. This increase is driven by heightened oversight mandates, which necessitate additional inspection activities beyond the initial scope.

JUSTIFICATION:

Approval of this Amendment is necessary to ensure the City fulfills its contractual obligation to reimburse SFPP for costs associated with the oil pipeline relocation. Payment will also allow construction activities

on the Sun Lakes Boulevard Extension to continue without interruption or risk to the pipeline's operational safety.

City staff have reviewed the submitted invoice and associated documentation and find the costs to be reasonable, necessary, and directly attributable to the project.

FISCAL IMPACT:

These inspection costs are eligible for reimbursement through the Transportation Uniform Mitigation Fee (TUMF) Funds administered by WRCOG and Measure Regional Arterial (MARA) funds administered by RCTC. Both grants will provide funding totaling $33,500,000 which includes design, construction, environmental monitoring, utilities relocation and environmental permitting.

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

An appropriation from the Measure “A” Fund to expenditure Account No. 101-4900-431.93-16 is required to fund Amendment No. 2 inspection costs.

ATTACHMENTS:

1. Resolution 2026-117.docx
2. Resolution No. 2024-170.pdf
3. Resolution No. 2026-19.pdf
4. Kinder Morgan Invoice.pdf

RESOLUTION 2026-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, TO AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE REIMBURSEMENT AGREEMENT WITH SFPP, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR ADDITIONAL COSTS ASSOCIATED WITH THE RELOCATION OF PIPELINE FACILITIES OWNED AND OPERATED BY SFPP IN RELATION TO THE SUN LAKES BOULEVARD EXTENSION PROJECT.

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

WHEREAS, on October 22, 2024, the City Council adopted Resolution 2024-170 approving a Reimbursement Agreement with SFPP for costs associated with the Design and Relocation of pipeline facilities owned and operated by Kinder Morgan in relation to the Sun Lakes Boulevard Extension Project in the amount of $3,711,119; and

WHEREAS, on January 27, 2026, the City Council adopted Resolution 2026-19 approving Amendment No.1 to the Reimbursement Agreement with SFPP, L.P., increasing the total project cost to $4,668,738 to account for unforeseen site conditions and construction cost increases; and

WHEREAS, the construction of Sun Lakes Boulevard Extension requires comprehensive inspection services to ensure the safety and integrity of the pipeline while equipment passes over and around the relocated facility; and

WHEREAS, Phase 4 of the project, Damage Prevention, was initially established to cover inspection costs within the original $100,000 budget. The $117,395.50 reflected in this amendment represents actual inspection expenses to be incurred due to heightened oversight mandates requiring additional activities beyond the initial scope; and

WHEREAS, approval of this Amendment is necessary to ensure the City fulfills its contractual obligation to reimburse SFPP for costs to be incurred, and such payment will also allow construction activities on the Sun Lakes Boulevard Extension to continue without interruption or risk to the pipeline's operational safety; and

WHEREAS, the inspection costs are eligible for reimbursement through the Transportation Uniform Mitigation Fee (TUMF) Funds administered by WRCOG and Measure Regional Arterial (MARA) funds administered by RCTC. Both grants will provide funding totaling $33,500,000 which includes design, construction, environmental monitoring, utilities relocation and environmental permitting; and

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

WHEREAS, appropriation from Measure “A” Fund to expenditure Account No. 101-4900-431.93-16 is required to fund Amendment No.2 inspection costs.

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 Reimbursement Agreement with SFPP L.P., a Delaware Limited Partnership related to the construction cost of the Kinder Morgan Pipeline relocation for the Sun Lakes Boulevard Extension Project.

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

SECTION 3. The City Council authorizes the City Manager to make non-substantive changes and to execute Amendment No.2 to the Reimbursement Agreement with SFPP L.P., a Delaware Limited Partnership on behalf of the City Council.

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

PASSED, APPROVED AND ADOPTED this 25th day of August 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Phaedra Norton, 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 2026-117, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of August 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
SPFF Amendment No.2 Agreement

RESOLUTION 2024-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT WITH SFPP, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR COSTS ASSOCIATED WITH THE DESIGN AND RELOCATION OF PIPELINE FACILITIES OWNED AND OPERATED BY SFPP IN RELATION TO THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, the City of Banning has adopted a Circulation Element within the General Plan that identifies the Sun Lakes Boulevard as an Arterial highway concurrent with the proposed Sun Lakes Boulevard Extension Project; and

WHEREAS, the City of Banning has adopted a Capital Improvement Program that includes the design and construction of the Sun Lakes Boulevard Extension Project with funding allocations from the City's Streets Development Impact Fee fund; and

WHEREAS, the City of Banning, through various previous resolutions, has approved actions related to the acceptance of right of way, reimbursement agreements, award of design contracts, and acceptance of grant funding for the design and construction of the Sun Lakes Boulevard Extension Project; and

WHEREAS, SFPP L.P., a Delaware limited partnership, owns and operates an oil transmission pipeline within an existing easement recorded on August 4, 1955 in book 1776 page 565 of official records; and

WHEREAS, the easement held by SFPP L.P., a Delaware limited partnership, is senior to rights of way offered and accepted by the City of Banning by Resolution 2020-21 on the 11th of February, 2024; and

WHEREAS, an encroachment permit from SFPP L.P., a Delaware limited partnership, is required prior to the authorization of construction of the Sun Lakes Boulevard Extension project, where the encroachment permit carries with it requirements for third parties to reimburse SFPP L.P. for costs incurred related to the relocation and protection of their facilities.

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

SECTION 1. The City Council approves the Reimbursement Agreement Related to Pipeline Design and Relocation for the Sun Lakes Boulevard Extension Project with SFPP L.P., a Delaware limited partnership, attached hereto as Exhibit "A".

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Reimbursement Agreement and to execute the Reimbursement Agreement with SFPP L.P., a Delaware limited partnership. on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 22nd day of October 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-170, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of October 2024 by the following vote, to wit:

AYES: Flynn, Happe, Sanchez, and Wallace.

NOES:

ABSENT: Minjares.

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Reimbursement Agreement

Reimbursement Agreement Related to Pipeline Design and Relocation for the Sun Lakes Boulevard Extension Project

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of this _____th day of _____, 2024 ("Effective Date"), by and between **SFPP, L.P.**, a Delaware limited partnership ("SFPP"), with an office at 1001 Louisiana Street, Houston, TX 77002, and the City of Banning, a California municipal corporation ("City") whose address is 99 E. Ramsey Street, Banning Ca, 92220.

WHEREAS, City is proposing to construct an extension of Sun Lakes Blvd, hereinafter referred to as the "Project," which will necessitate inspection personnel to be on site during the course of Project and necessitate relocation of SFPP's LS-111/112/113 petroleum line "SFPP Facility", as shown in the attached Exhibit "A".

WHEREAS, City has agreed to reimburse SFPP for one hundred percent (100%) of the total cost of such inspector time and relocation expenses, as described in attached Exhibit "B".

NOW THEREFORE, for and in consideration of the premises and the mutual benefits to all parties, and intending hereby to be legally bound, it is understood and agreed as follows:

1. SFPP will be on site during construction of the Project to inspect, protect and complete the work to relocate the SFPP Facility in a manner that will be sufficient for both SFPP and City, as depicted in in the drawing attached hereto as Exhibit "A", all hereinafter referred to as the "Work." SFPP is hereby granted a right of entry in and upon City's property as reasonably necessary for SFPP to perform the Work.

   All Work performed by SFPP shall comply with any and all applicable laws, statutes, regulations, and orders. *Some or all of the Work constitutes "public works" as defined in California Labor Code Section 1720(a). As to that portion of the Work constituting public works, SFPP will comply with Labor Code Sections 1720 through 1861 including paying prevailing wages and otherwise complying with the requirements set forth in Exhibit "C", "California Labor Code Compliance" attached hereto and incorporated by reference herein.*

2. City will secure and grant easement rights for SFPP sufficient to execute the Work and continued operation and maintenance of the SFPP Facility. Such easement agreements shall be approved by SFPP prior to City purchasing the easement agreements.

3. City shall pay SFPP for one-hundred percent (100%) of the actual costs and expenses incurred by SFPP to perform the Work ("Reimbursement Expenses"). SFPP estimates that the Reimbursement Expenses to be incurred by SFPP and paid by City are $3,711,119.

4. City shall prepay SFPP the Reimbursement Expenses in phases necessary to complete the Work in accordance with the scope of work as described in Exhibit "B" attached hereto (each payment hereinafter defined as a "Progress Payment"). SFPP to provide City with an estimate for each Progress Payment in the form of a Progress Payment Invoice ("Invoice") in advance of performing the Work or ordering materials. Such estimate is a

budgetary estimate only, and shall not in any way constitute a limit upon the amount of the total actual cost of the Work, including overheads and taxes, incurred by SFPP, for which City shall be liable to pay hereunder. Such cost estimate is based on the costs of labor and expenses current at the time of preparation of the estimate, and is subject to revision by and at the discretion of SFPP to reflect any changes in such cost that may occur prior to the completion of the Work. Such cost estimate makes no provision of encountering unforeseen rock, water, bad weather, or any other unforeseen contingencies in connection with the Work and such contingencies will be included and accounted for in the total actual cost of the Work, for which City agrees to reimburse SFPP in full.

Notwithstanding the foregoing, the City shall have the right to terminate this Agreement for any reason at any time within Phase 1 and Phase 2 as shown in Exhibit B by providing SFPP not less that fifteen (15) day's prior, written notice. In such event, City shall pay SFPP for any portion of the Work not yet paid for, but satisfactorily performed.

5. Upon full execution of this Agreement, City shall pay SFPP $128,938 as an initial Progress Payment for the first phase of the Work identified in Exhibit "B". SFPP shall be under no obligation to commence any activities relative to the Work until City has fully paid SFPP in accordance with the Invoice and all authorizations and permits, if any, necessary to complete the Work have been received. Upon receipt of the Progress Payment, SFPP will make arrangements to begin the Work as soon thereafter as reasonably possible. SFPP shall be under no obligation to incur any damages or additional expense for any delay to the Work and shall have no liability whatsoever to City for expired permits or additional adjustments necessary to complete the Work if any Progress Payment is delayed or withheld. All payments due hereunder shall be in the form either of a check or a wire transfer.

6. As promptly as reasonably possible, but no sooner than ninety (90) days following completion of all phases of the Work, SFPP shall provide City an accounting for any variance between the sum of all Progress Payments and the total Reimbursement Expenses ("Final Accounting"); provided, however, that City shall be obligated to pay SFPP for the total Reimbursement Expenses regardless of whether the Reimbursement Expenses are more or less than the total Progress Payments. The Final Accounting shall include written documentation of all costs incurred by SFPP reflected therein.

   In the event City owes SFPP additional payment to cover the Reimbursement Expenses, SFPP will provide a final invoice to City within thirty (30) days after the Final Accounting. Should City fail to make payment of such invoice within (60) days after its receipt of the Final Accounting, SFPP shall be entitled to collect from City the amount of said invoice together with interest at a rate equal to the then-applicable Federal Energy Regulatory Commission ("FERC") refund interest rate as specified in Section 154.501(d) of FERC's regulations. Such interest shall accrue on unpaid amounts, including on unpaid interest, compounded monthly, beginning on the payment due date of SFPP's invoice to City and terminating when such invoice is paid. In the event that SFPP owes City a refund of amounts paid, SFPP agrees to make that refund to City within sixty (60) days after providing the Final Accounting to City.

7. City agrees to perform the Project in accordance with the drawings for the Project as provided to SFPP and in effect on the date this Agreement is executed and will not make any changes to the Project where the SFPP Facility is involved without prior written notification to SFPP. If changes to the Project are made or future changes are made to City's development that affect the SFPP Facility such that additional adjustments are

necessary within SFPP's currently existing right of way or otherwise affect the property interests of SFPP, then SFPP will provide the City with a new cost estimate. If approved by City, SFPP will provide an invoice for payment thereof to the City and proceed to make the adjustments after receiving payment.

8. SFPP will keep all cost records pertaining to the Work in order to have them readily available for City to audit. City has the right to audit the records during the regular office hours of SFPP for a period of three (3) years from the date the Work is completed.

9. SFPP and City acknowledge and agree that nothing in this Agreement shall operate or be construed as a representation or guarantee that the activities of SFPP shall result in the Work being successful or completed, or that the Work will be completed by any specific or anticipated date, and SFPP shall have no liability whatsoever to City for the failure to complete the Work, provided however, while recognizing this is an accommodation without financial incentive to SFPP, SFPP will undertake the Work in its normal course of business. The Work undertaken by SFPP herein shall be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND SFPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ITS ACTIVITIES OR ANY MATTER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR CONFORMANCE TO MODELS OR SAMPLES OF MATERIAL. In no event shall SFPP be liable to City with respect to SFPP's Work or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such Work, whether arising in contract, tort, (including, but not limited to, negligence or strict liability) or otherwise. IT IS SPECIFICALLY AGREED THAT SFPP SHALL HAVE NO OBLIGATION WHATSOEVER FOR, AND CITY EXPRESSLY WAIVES, ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DELAY DAMAGES WITH RESPECT TO THE WORK, OR THIS AGREEMENT, REGARDLESS OF HOW CAUSED.

10. By granting its consent to the Project in conjunction with the performance of the Work, it is understood that SFPP does not assume any additional responsibility for the protection, operation, and maintenance of its SFPP Facility because of the Project. In consideration of such consent, City agrees to defend, indemnify, and hold SFPP, its officers, employees, representatives, agents, contractors, and subcontractors harmless, from and against any and all claims, demands, actions, expenses (including court costs and attorneys' fees), losses, damages, stop notices, liens, causes of action, and liability ("Claims"), whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons, to the extent arising out of or related to the negligent acts or omissions, or willful misconduct, of the City in connection with the Work or the Project, except to the extent any such Claim is caused by or arises out of the gross negligence or willful misconduct of SFPP or its employees or contractors.

    SFPP agrees to defend, indemnify, and hold City, its elected officials, officers, employees, representatives, agents, contractors, and subcontractors harmless, from and against any and all Claims, whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons, to the extent arising out of or related to the negligent acts or omissions, or willful misconduct, of SFPP in connection with the Work or the Project, except to the extent any such Claim is caused by or arises out of the negligence or willful misconduct of the City or its employees or contractors.

11. City and SFPP shall each carry, and cause their contractors and subcontractors to carry, at its and their own expense, with reliable insurance companies authorized to provide insurance within the State of California, insurance to cover their respective obligations and liabilities under this Agreement, including, but not limited to worker's compensation insurance with employer's liability coverage, commercial general liability insurance with contractual liability coverage, and automobile liability insurance. To the extent The Work performed by or on behalf of SFPP consists of design professional services, SFPP shall also provide professional liability insurance. The parties further agree that all policies of insurance that are intended to cover any liabilities, expenses, losses, claims, costs (including attorneys' fees), suits, and causes of action incurred hereunder shall be properly endorsed to waive the insurer's rights of subrogation (except any worker's compensation and professional liability policies), under any such policies, against the other party. The form and limits of the policies required to be maintained by City's contractor(s) and SFPP shall be as reasonably established by City's risk manager. Both parties may satisfy their insurance obligations hereunder through its program of self-insurance.

12. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect thereafter until the date that the Parties' rights and obligations under Sections 4, 5, and 6 of this Agreement, including the right to payment and refund, have been fully satisfied. SFPP shall have the right to terminate this Agreement in the event City has failed to make a timely payment of or toward the Progress Payment in accordance with the payment provisions herein, and/or City causes the proposed construction described herein to be delayed, such that the Work cannot reasonably be completed within two (2) years of the Effective Date.

13. This Agreement shall be construed in accordance with the laws of the State of California, without regard for change of venue rules. Venue shall be the Federal court having jurisdiction within Riverside County, California. The parties hereto agree to waive jury trial for any matters that arise from this Agreement. This Agreement is subject to all valid laws, rules or regulations of any governmental authority having jurisdiction, incorporates the entire agreement between the parties, may only be changed or amended by written agreement of the parties hereto, and shall be binding on the parties hereto as well as their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF BANNING

By: _____
Doug Schulze, City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

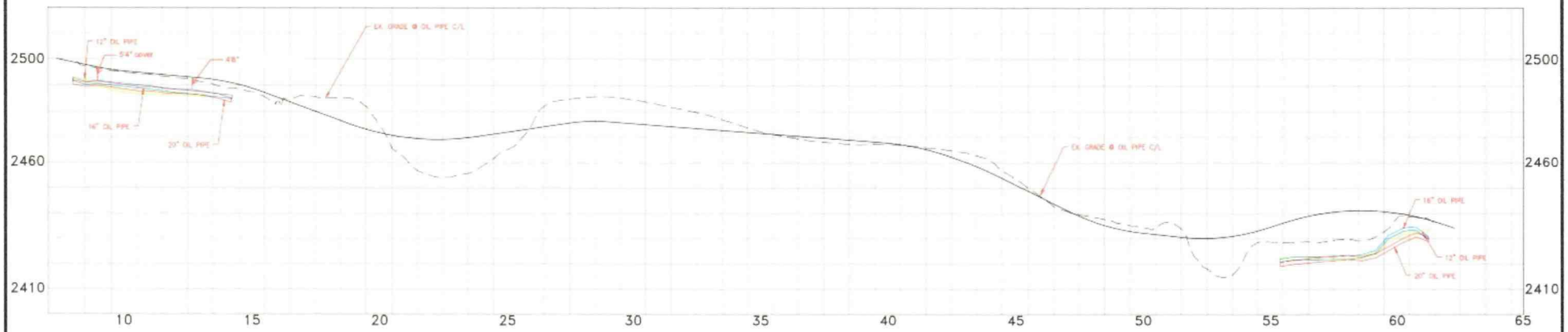
By: _____
Serita Young, City Attorney

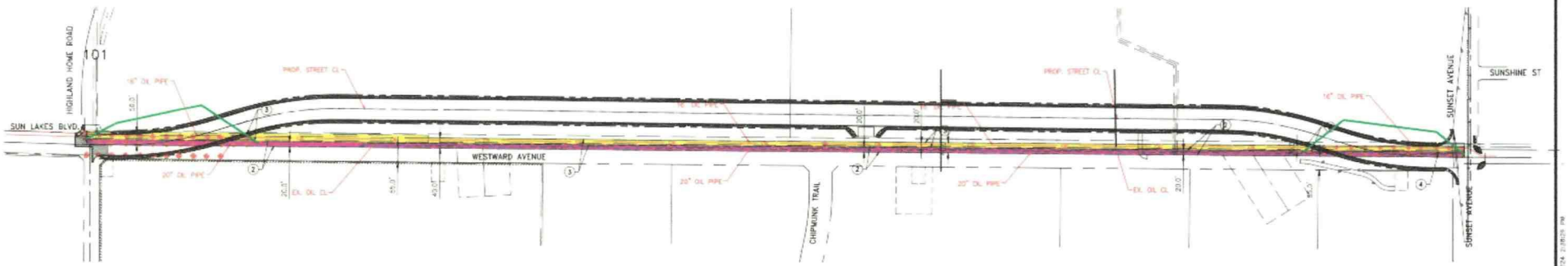
SFPP, L.P., a Delaware Limited Partnership
By: Kinder Morgan Operating L.P. "D"
By: Kinder Morgan G.P., Inc., its General Partner

By:
Title:

Exhibit "A"

EXHIBIT A





EASEMENTS PER FIRST AMERICAN TITLE INSURANCE COMPANY NO. NCS-1132980-KCTY, DATED MAY 05, 2022

(2) AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 4, 1952 IN BOOK 1776, PAGE 565 OF OFFICIAL RECORDS, IN FAVOR OF THE SOUTHERN PACIFIC PIPE LINES.

(3) AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 9, 1957 IN BOOK 2160, PAGE 197 OF OFFICIAL RECORDS, IN FAVOR OF FOUR CORNERS PIPE LINE COMPANIES, A CORPORATION. (STRIPS #1 & 2 PLOTTED ON THIS SURVEY)

(4) AN EASEMENT FOR VALVE SITE AND INCIDENTAL PURPOSES, RECORDED JANUARY 12, 1970 AS INSTRUMENT NO. 2822 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN PACIFIC PIPE LINE. (X OF 12" VALVE PLOTTED PER DRAWING NO. A-MSC-265)

LEGEND

(2)
(3)
POTHOLE

POTHOLE NOTE:

- ADDITIONAL POTHOLING WILL BE PERFORMED AT 50' INTERVAL AT ACCEPTANCE BY KM FOR THAT WORK PLAN.
- ADDITIONAL POTHOLE INFORMATION OBTAIN FROM QUESTAR SOUTHERN TRAILS PIPELINE R-4362 SHEET No. 49 & 50. SEE SHEET 7.

N
W
E
S

1"=180'
180 0 180 360 540

ALBERT A. WEBB ASSOCIATES

4/3 2023-3126
SHEET 1 OF 2 SHEETS

PRELIMINARY

Exhibit "B"

Scope of Work

Phase

1. Professional Engineering & Internal Labor
2. Permitting
3. Material and Construction
4. Damage Prevention

EXHIBIT B

KINDER MORGAN

PROJECT NAME	**SFPP LS-111 Sun Lakes Blvd Relocation, City of Banning**		
PUBLISH DATE	Oct-24	**OVERHEAD**	11.00%
PROJECT MANAGER	Nicole Rodriguez	**TAX GROSS UP**	0.00%
STATE	California	**PROJECT TYPE**	Reimbursable
COUNTY	Riverside		

Project Scope: Relocate approx. 1,600ft of 20" line section LS-111 in two locations by open cut and bore due to encroachment. The City of Banning (City) is proposing a road expansion in conflict with KM's existing alignment. Related to encroachment MP2204068.

Phase 1	Professional Engineering and Internal Labor	**Phase 3**	Material and Construction
Phase 2	Permitting	**Phase 4**	Damage Prevention during City construction

ESTIMATE SUMMARY

	Phase 1	Phase 2	Phase 3	Phase 4	TOTAL
MATERIAL (INCL SALES TAX)			$ 413,160		$ 413,160
COMPANY LABOR COST	$ 87,560				$ 87,560
PM, ENG, LAND, ENVIRO - EXPENSE			$ 7,920		$ 7,920
PRIMARY CONSTRUCTION CONTRACTOR			$ 2,320,450		$ 2,320,450
SECONDARY CONTRACTOR			$ 181,500		$ 181,500
PROFESSIONAL ENGINEERING	$ 28,600				$ 28,600
INSPECTION SERVICES			$ 116,930	$ 100,000	$ 216,930
RADIOGRAPHY SERVICES			$ 2,860		$ 2,860
RIGHT OF WAY CONTRACTOR		$ 11,000			$ 11,000
SURVEY CONTRACTOR			$ 28,270		$ 28,270
ROW & DAMAGES			$ 17,600		$ 17,600
PERMIT FEES		$ 27,500			$ 27,500
SUBTOTAL	$ 116,160	$ 38,500	$ 3,088,690	$ 100,000	$ 3,343,350
CAPITALIZED OVERHEAD (BURDEN)	$ 12,778	$ 4,235	$ 339,756	$ 11,000	$ 367,769
TAX GROSS-UP	$ -	$ -	$ -	$ -	$ -
ESTIMATED TOTAL COST	$ 128,938	$ 42,735	$ 3,428,446	$ 111,000	$ 3,711,119

ASSUMPTIONS

- No asbestos coating.
- No conflicting utilities.
- Assuming Developer/City to provide workspace and laydown area.
- Two tie-in locations are adjacent to active road.
- Bore under roadway (eastern relocation).
- No Federally listed or State listed species of special concern will be impacted; no species surveys, reporting, or consultation with USFWS will be required.
- No cultural resources will be impacted.
- Land disturbance will be greater than (1) acre. Stormwater discharge permit required.
- Any necessary building or development permits will be acquired by Project Management of the Contractor.

** Estimate shelf life is 6 months from published date.

Exhibit "C"

CALIFORNIA LABOR CODE COMPLIANCE

1. SFPP ("Utility" herein) acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City"), and agrees to be bound by all the provisions thereof as though set forth in full herein.

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Utility or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

   Utility shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Utility shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Utility shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of $25,000 or less, or maintenance work of $15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].

4. Pursuant to Labor Code Section 1776, Utility shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Utility performing services covered by this Agreement. Utility and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Utility is responsible for compliance with

Section 1776 by itself and all of its subcontractors. The Utility shall post job site notices, as prescribed by regulation.

5. Utility shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. The Utility shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Utility shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Utility and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

6. Utility agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Utility shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the Utility or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Utility hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date _ _____Signature _____

8. Payment Bond. Pursuant to California Civil Code Section 9550, prior to commencing performance, Utility shall provide City with a labor and materials (payment) bond guaranteeing payment of prevailing wages, and payment to providers of materials to Utility, in an amount not less than 100% of the contract amount for work to be performed by the Utility.

RESOLUTION 2026-19

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

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

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

WHEREAS, on October 22, 2024, the City Council adopted Resolution 2024-170 approving a Reimbursement Agreement with SFPP for costs associated with the Design and Relocation of pipeline facilities owned and operated by Kinder Morgan in relation to the Sun Lakes Boulevard Extension Project in the amount of $3,711,119; and

WHEREAS, during final design, unforeseen site conditions and design refinements have resulted in increased costs for construction, and SFPP's construction inspections. Initially, Kinder Morgan estimated the construction cost at $3,428,446, but following the project's bidding process, the final cost rose to $4,668,738 for the relocation of 1,200 feet of 20-inch oil pipeline; and

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

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

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

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

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

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

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

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

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

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

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

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

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

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

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
SPFF Amendment No.1 Agreement

KINDER MORGAN

PROJECT NAME	**SFPP LS-111 Sun Lakes Blvd Relocation, City of Banning**
PUBLISH DATE	Feb-26
PROJECT MANAGER	Nicole Rodriguez
STATE	California
COUNTY	Riverside
OVERHEAD	11.00%
TAX GROSS UP	0.00%
PROJECT TYPE	Reimbursable

Project Scope: Relocate approx. 1,600ft of 20" line section LS-111 in two locations by open cut and bore due to encroachment. The City of Banning (City) is proposing a road expansion in conflict with KM's existing alignment. Related to encroachment MP2204068.

Phase 1	Professional Engineering and Internal Labor	**Phase 3**	Material and Construction
Phase 2	Permitting	**Phase 4**	Damage Prevention during City construction

ESTIMATE SUMMARY

	Phase 1	Phase 2	Phase 3	Phase 4	TOTAL
MATERIAL (INCL SALES TAX)			$ 757,240		$ 757,240
COMPANY LABOR COST	$ 87,560				$ 87,560
PM, ENG, LAND, ENVIRO - EXPENSE			$ 7,920		$ 7,920
PRIMARY CONSTRUCTION CONTRACTOR			$ 3,164,260		$ 3,164,260
SECONDARY CONTRACTOR			$ 33,000		$ 33,000
PROFESSIONAL ENGINEERING	$ 172,590				$ 172,590
INSPECTION SERVICES			$ 224,290	$ 25,000	$ 249,290
RADIOGRAPHY SERVICES			$ 2,860		$ 2,860
RIGHT OF WAY CONTRACTOR		$ 11,000			$ 11,000
SURVEY CONTRACTOR			$ -		$ -
ROW & DAMAGES			$ 16,500		$ 16,500
PERMIT FEES		$ 27,500			$ 27,500
SUBTOTAL	$ 260,150	$ 38,500	$ 4,206,070	$ 25,000	$ 4,529,720
CAPITALIZED OVERHEAD (BURDEN)	$ 28,617	$ 4,235	$ 462,668	$ 2,750	$ 498,269
TAX GROSS-UP	$ -	$ -	$ -	$ -	$ -
ESTIMATED TOTAL COST	$ 288,767	$ 42,735	$ 4,668,738	$ 27,750	$ 5,027,989

ASSUMPTIONS

- No asbestos coating.
- No conflicting utilities.
- Assuming Developer/City to provide workspace and laydown area.
- Two tie-in locations are adjacent to active road.
- Bore under roadway (eastern relocation).
- No Federally listed or State listed species of special concern will be impacted; no species surveys, reporting, or consultation with USFWS will be required.
- No cultural resources will be impacted.
- Land disturbance will be greater than (1) acre. Stormwater discharge permit required.
- Any necessary building or development permits will be acquired by Project Management of the Contractor.

** Estimate shelf life is 6 months from published date.

KINDER MORGAN

1001 Louisiana St., Suite 1000 Houston, TX 77002

Bill To: City of Banning
Attn: Nathan Smith
99 E. Ramsey Street,
Banning, CA 92220
nsmith@banningca.gov

Remit To: **SFPP, L.P.**
ATTN:
PO Box 734033
Dallas, TX 75373-4033

Invoice Number: **30438121487**
Invoice Date: **July 28, 2026**

FOR INVOICE INFORMATION
Tiffany Pham (713)420-6386
Federal Tax # 95-4191068

Terms: Payment Due Upon Receipt

KINDER MORGAN PRE-PAYMENT INVOICE

REIMBURSABLE PROJECT-SFPP LS-111 Sun Lakes Bvld. Relocation

Damage Prevention Inspection for 6 Months
Ulitily Inspector : $51,648.00
Per Diem: $37,674.00
Mileage: $6,825.00
10% Contingency: $9,614.70
SFPP Overhead: $11,633.80

TOTAL : $117,395.50

AMOUNT DUE: **$117,395.50**

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:	**August 25, 2026**
SUBJECT:	**Consideration of Resolution 2026-119, Approving Amendment No. 2 to the Professional Services Agreement with STC Traffic, Inc. for the Design of Traffic Signal Hardware Upgrades at 17 Intersections to Extend the Term to March 31, 2027.**

STAFF RECOMMENDATION:

Approve Resolution 2026-119

BACKGROUND:

On July 9, 2024, the City Council adopted Resolution No. 2024-119, awarding a Professional Services Agreement to STC Traffic, Inc., for the design of traffic signal hardware upgrades at 17 intersections. This project is funded by a State of California Department of Transportation (Caltrans) Cycle 11 Highway Safety Improvement Program (HSIP) grant.

On September 17, 2025, the City and Consultant executed Amendment No. 1 to the Professional Services Agreement, which extended the term through September 30, 2026.

Since the agreement was executed, the project has progressed through preliminary engineering and field investigation phases. During this work, it was identified that additional coordination with Caltrans is required, specifically regarding the intersections on Highland Springs Avenue and the I-10 ramps, and to resolve complexities associated with non-standard signal pole frameworks and the interaction with the railroad bridge structure.

These unforeseen complexities have extended the design phase, making it necessary to extend the agreement term to ensure sufficient time to complete the Plans, Specifications, and Estimates (PS&E) package, secure the necessary Caltrans encroachment permit, and successfully request the Construction Funding Allocation (CON) from Caltrans.

JUSTIFICATION:

Staff is recommending an extension of the agreement term to March 31, 2027. This timeline aligns with the expected project delivery schedule for HSIP Cycle 11 projects and will provide adequate time for STC Traffic, Inc. to complete the remaining scope of work, including final plan development, permitting through Caltrans and the City of Beaumont, and providing construction support services as needed.

An extension of the agreement term does not constitute an increase to the original Contract Sum of $74,760 or the total project budget of $82,236. The extension is a standard administrative action to allow for the completion of the already authorized scope of work under the existing terms.

FISCAL IMPACT:

There is no fiscal impact associated with this amendment. The extension is for term only and does not increase the total not-to-exceed amount of the agreement. The project continues to be funded by Measure “A” funds (Account 100-4900-431.90-10) and remains eligible for reimbursement by the State of California via the HSIP grant.

ATTACHMENTS:

1. Resolution_2026-119.docx
2. Resolution No. 2024-119.pdf
3. STC Traffic Amendment #1.pdf

RESOLUTION 2026-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STC TRAFFIC, INC. FOR THE DESIGN OF TRAFFIC SIGNAL HARDWARE UPGRADE AT 17 INTERSECTIONS TO EXTEND THE TERM TO MARCH 31, 2027.

WHEREAS, on July 9, 2024, the City Council adopted Resolution No. 2024-119, awarding a Professional Services Agreement to STC Traffic, Inc., for the Design of Traffic Signal Hardware Upgrades at 17 intersections, with funding provided by a Caltrans Cycle 11 Highway Safety Improvement Program (HSIP) grant; and

WHEREAS, on September 17, 2025, the City and Consultant executed Amendment No. 1 to the Professional Services Agreement with STC Traffic, Inc., for the Design of Traffic Signal Hardware Upgrades at 17 intersections, extending the term through September 30, 2026; and

WHEREAS, the project has progressed through preliminary engineering and field investigation phases, during which additional coordination with Caltrans was identified as necessary, specifically regarding intersections on Highland Springs Avenue and the I-10 ramps; and

WHEREAS, complexities associated with non-standard signal pole frameworks and interaction with the railroad bridge structure have extended the design phase beyond the current agreement term; and

WHEREAS, an extension of the agreement term to March 31, 2027, is necessary to provide sufficient time to complete the Plans, Specifications, and Estimates (PS&E) package, secure the required Caltrans encroachment permit, and successfully request the Construction Funding Allocation (CON) from Caltrans; and

WHEREAS, the proposed extension is for term only and does not constitute an increase to the original Contract Sum of $74,760 or the total project budget of $82,236; and

WHEREAS, the project continues to be funded by Measure "A" funds (Account 100-4900-431.90-10) and remains eligible for reimbursement by the State of California via the HSIP grant; and

WHEREAS, the City Council finds that extending the agreement term is in the best interest of the City to ensure timely completion of the project and compliance with grant requirements.

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 STC Traffic, Inc. for the Design of Traffic Signal Hardware Upgrades for 17 Intersections, extending the term to March 31, 2027.

SECTION 2. The City Council authorizes the City Manager, or designee, to execute Amendment No.2 to the Professional Services Agreement with STC Traffic, Inc. for the Design of Traffic Signal Hardware Upgrades for 17 Intersections.

SECTION 3. The City Council authorizes the City Manager to make non-substantive changes and to execute Amendment No.2 to the Professional Services Agreement with STC Traffic, Inc. for the Design of Traffic Signal Hardware Upgrades for 17 Intersections.

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

PASSED, APPROVED AND ADOPTED this 25th day of August 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Phaedra Norton, 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 2026-119, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of August 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
STC Traffic, Inc. Amendment No.2 Agreement

RESOLUTION 2024-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF TRAFFIC SIGNAL HARDWARE UPGRADE AT 17 INTERSECTIONS TO STC TRAFFIC, INC. IN THE AMOUNT OF $74,760 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET NOT-TO-EXCEED $82,236

WHEREAS, the City of Banning completed a Local Road Safety Plan (LRSP) in August 2022 that identified signalized intersections as an important area of focus for the safety of the city's residents and visitors; and

WHEREAS, seventeen (17) signalized intersections were identified as needing safety improvements; and

WHEREAS, on October 12, 2021, under Resolution 2021-91, the City Council approved Master Agreement 08-5214S21 with California Department of Transportation (Caltrans) for state funded projects; and

WHEREAS, on October 10, 2023, under Resolution 2023-167, the City Council approved a corresponding Program Supplement Agreement No. HSIPL-5214(016) for Caltrans Cycle 11 Highway Safety Improvement Program. The agreement authorizes the City of Banning to start the Preliminary Engineering (PE) phase; and

WHEREAS, on April 12, 2024, staff released a Request for Proposals (RFP) for Design Services for the Upgrade of Traffic Signal Hardware at 17 intersections on the City's public bidding platform; and

WHEREAS, on May 17, 2024, in response to the RFP, four (4) proposals were received ranging in score from 80.67 to 91.33; and

WHEREAS, staff evaluated the proposals based on qualifications, cost, experience with the requested scope of services and response to the request for proposals. As a result, staff recommend the award of a professional services agreement to STC Traffic, Inc., in the amount of $74,760; and

WHEREAS, the Project will improve safety of the signalized intersections by implementing countermeasures such as signal hardware improvements (lenses, back plates with retroreflective borders), installation of Emergency Vehicle Pre-emption (EVP) systems and installation of Audible Pedestrian Countdown Signal Heads (APS); and

WHEREAS, the total project budget of $82,236, which includes a 10% contingency, will be funded by Measure A funds. The project costs are eligible and expected to be reimbursed by the State of California Department of Transportation Cycle 11 Highway Safety Improvement Program (HSIP).

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 STC Traffic, Inc. in the amount of $74,760 and approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $82,236.

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 Council authorizes the City Manager to make necessary non-substantive changes and to execute the Professional Services Agreement with STC Traffic, 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 9th day of July 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-119, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of July 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Professional Services Agreement with STC Traffic, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES (C001048) FOR DESIGN OF TRAFFIC SIGNAL HARDWARE UPGRADE BY AND BETWEEN CITY OF BANNING AND STC TRAFFIC, 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 **STC TRAFFIC, INC.**, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a Request for Proposal, a proposal in response to RFP #24-064 for the performance of the services for Design of Traffic Signal Hardware Upgrade and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Jason Stack	President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

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 Seventy-Four Thousand Seven Hundred Sixty Dollars ($74,760.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the

Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant

be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through August 31, 2025 unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Patrick Safari City Engineer City of Banning 99 East Ramsey Street Banning, California 92220 Email: psafari@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Jason Stack President STC Traffic, Inc. 5973 Avenida Encinas, Suite 218 Carlsbad, CA 92008 Email: Jason.stack@stctraffic.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

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

8.5 Severability.

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

8.6 Mutual Cooperation.

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

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

8.7 No Third Party Beneficiaries Intended.

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

8.8 Final Payment Acceptance Constitutes Release.

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

8.9 Non-Appropriation of Funds.

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

8.10 Headings.

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

8.11 Word Usage.

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

8.12 Business Days.

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

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BANNING		CONSULTANT	
Douglas Schulze, City Manager	Date	NAME: TITLE:	Date
		NAME: TITLE:	Date
ATTEST:			
		Tax ID No.	
Caroline Patton Administrative City Clerk	Date	Address:	

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 of Traffic Signal Hardware Upgrade prepared in connection therewith:**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

1. Project Understanding and Approach

The City of Banning was recently awarded an HSIP Cycle 11 Grant to upgrade existing traffic signal hardware at 17 signalized intersections throughout the City.

STC is very familiar with this project, **having prepared the City's Local Road Safety Plan in August 2022 and the HSIP Cycle 11 funding application in September 2022.** We understand the City's needs. During the previous studies, our staff observed traffic operations and conducted safety evaluations and reviews at all 17 traffic signals in the project area.

Local Road Safety Plans were established by Caltrans in 2019 to provide funding to local agencies for developing a framework for identifying, analyzing, and prioritizing roadway safety improvements.

In the LRSP, STC identified this specific traffic signal hardware project for the City of Banning (retroreflective backplates, emergency vehicle preemption, ADA-compliant push buttons, countdown pedestrian heads, and LED safety lighting) as a worthy project to receive an HSIP grant based on our analysis of crash data using the countermeasure toolbox and documenting a high benefit cost ratio (BCR).

In September 2022, STC further assisted the City by preparing the HSIP Cycle 11 Citywide Traffic Signal Hardware Upgrades Project application, and the City was awarded the grant.

STC has been involved with this project from its inception and is very experienced with the latest signal equipment.

We model our company structure after a municipal Public Works/Engineering Division. We are former City Traffic Engineers and extensions of staff in our role as consultants; we operate and maintain TMCs and systems; we have been foreman for electrical contractors in traffic signal construction and maintenance; we have managed the municipal Public Works Electrical Division; and, we have worked for traffic signal system suppliers and manufacturers.

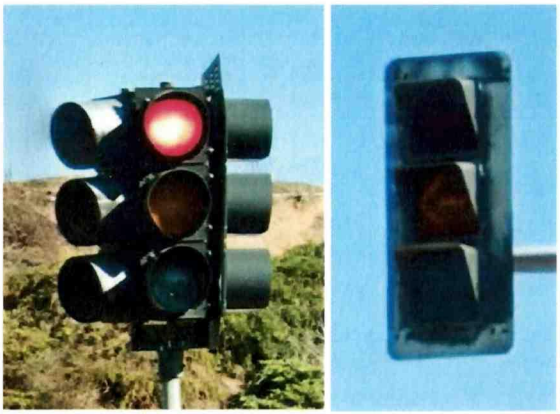
We are unique when compared to other consultants in that our staff have extensive experience in projects that involve traffic signal hardware and equipment, installation methods and procedures, and maintenance considerations. We only recommend products that provide the best benefit to the City.

Various case studies have proven that signal heads with retroreflective borders are a cost-effective strategy to reduce crashes within the influence of signalized intersections. Signal heads with retroreflective borders increase visibility during daytime and nighttime conditions as well as during nighttime power outages, and aid drivers' advance perception of the upcoming intersections.

STC has prepared several PS&E traffic signal hardware upgrades, including backplates, LED safety lighting, and ADA-compliant push buttons and countdown pedestrian heads on similar HSIP projects throughout Southern California (**See Section 5**).

STC typically recommends the replacement of existing backplates with new yellow retroreflective louvered backplates. The louvered design reduces the wind load on the traffic signal mast arm pole and will help extend the life cycle of the signal equipment.

Our field investigation in the City of Banning indicated that there are two existing older 3M programmable signal heads at the intersection of Ramsey Street & 22nd Street (**Photo Below**). These signal heads are no longer manufactured, and the retroreflective backplates are not compatible. For this case, STC will evaluate replacement of the signal head, retroreflective yellow tape, or retroreflective tape on metal strips riveted to the existing backplate.



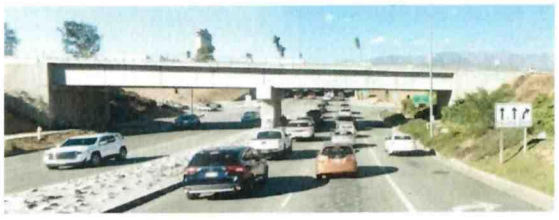
Non-standard framework design at Highland Springs Avenue & I-10 EB Ramps (left). Older 3M programmable signal heads at Ramsey Street & 22nd Street (right).

In addition, STC noted that there is a Type 1A signal pole with three signal heads without backplates due to the non-standard framework design at Highland Springs Avenue & I-10 EB Ramps. STC will recommend an alternate signal framework design to Caltrans so that new retroreflective backplates can be installed.

It has been STC's experience on similar HSIP signal hardware replacement projects that there are older traffic signal heads that are not compatible with the new yellow backplates and may require an alternate method of replacement. For these conditions, STC will develop alternate methods for replacement, such using yellow reflective tape, riveted metal reflective strips, or replacement of the old signal head to current industry standards.

Emergency vehicle preemption (EVP) systems at intersections have been in place for several decades. EVP is a proven signal feature that reduces conflicts between emergency vehicles and other roadway users. Collisions typically occur as emergency vehicles try to navigate through signalized intersections while others maneuver out of the path. EVP systems decrease emergency vehicle response times, which enhances emergency medical attention and is especially critical for crashes involving pedestrians and DUIs.

The City has done a great job at installing EVP systems on city-operated traffic signals. The only exception is at the traffic signal at Highland Springs Avenue & Ramsey Street and the two Caltrans maintained intersections at Highland Springs Avenue & I-10 EB and I-10 WB Ramps. STC has reviewed the conditions at these three intersections and determined that an emergency vehicle's coded strobe light will likely be blocked in the NB direction on Highland Springs Avenue as the emergency vehicle approaches the intersection of Highland Avenue & I-10 EB Ramp due to the railroad bridge structure (**See Below**).



During the field review, STC will evaluate whether there are any existing conduit runs for the NB advance detection loops. If there are advance loops with available capacity for EVP conductors, this could possibly be used and reduce the construction costs of adding new conduit, pull boxes, and signal poles. There is an existing street light pole located south of the railroad bridge where the EVP detectors could be mounted to provide adequate line of sight. STC will evaluate alternatives using infrared, radio and GPS technologies to newer, Cloud-based models of EVP technology where line of sight cannot be obtained.

The HSIP grant included funding to provide Accessible Pedestrian Signals (APS) and countdown pedestrian heads. The APS unit replaces the standard pedestrian push button and is designed to provide auditory, visual, and vibrotactile information to pedestrians who are blind or who have low vision so they can know when they should begin to cross at a signalized intersection.

Per the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD), all pedestrian signal heads used at crosswalks where the pedestrian change interval is more than 7 seconds shall include a pedestrian change interval countdown timed display. On September 7, 2023, the Architectural and Transportation Barriers Compliance Board issued a final ruling on accessibility guidelines for pedestrian facilities in public rights-of-way (PROWAG). Ruling (R307) of PROWAG requires that pedestrian signals be able to communicate information about pedestrian signal timing in non-visual formats such as audible tones or speech messages, and vibrating surfaces.

STC will provide design plans for the removal and installation of new APS push buttons and countdown pedestrian heads.

STC will also prepare PS&E to replace the traffic signal safety lighting with LED safety lighting. There are a variety of safety lighting at each intersection with a combination of high pressure sodium lights and LED lights (**Photos Below**).

This task was not included in the RFP but was included in the HSIP grant the City received. STC will review each safety light and recommend a standard LED safety light. Since the City of Beaumont and Caltrans share some of these intersections with the City of Banning, STC will coordinate with those agencies to determine the safety light type to be used for replacement. STC has a great relationship with the City of Beaumont as the preferred on-call traffic engineering consultant for the City.



The City has a combination of high pressure sodium and LED traffic signal safety lights. STC will coordinate with the City to develop an LED safety lighting standard.

Scope of Work/Implementation Plan

The detailed Scope of Work presented below summarizes our knowledge of conditions in the project area, details of the work scope required, and our approach to the design effort to ensure quality, accuracy, and ultimate compliance with the project objectives.

Task 1.0. Project Management/ Administration

Task 1.1 Kick-off Meeting

STC's Project Manager, Rob Blough, PE, TE, will coordinate the day-to-day activities for the duration of the project and serve as the primary point of contact.

Within two weeks following the Notice to Proceed (NTP), Mr. Blough will schedule a project kick-off meeting with City staff and the project team to discuss the project objectives, schedule, scope, and City policies and procedures. Mr. Blough will set up and manage the project, provide utility coordination (if necessary), perform quality assurance and quality control prior to each milestone submittal and in conformance with Federal, State, and City standards.

STC will develop and maintain a detailed work program and project schedule to achieve Caltrans approval prior to the construction funding approval deadline. 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 contracts. Mr. Blough will also coordinate progress meetings to discuss design issues, any potential modifications to the scope, action items, and next steps.

Task 1.2 Progress Meetings

STC will set up regular monthly status meetings with the City throughout the duration of the project and prepare meeting agendas. STC will prepare and email meeting agendas to City staff in advance of the meetings and email meeting minutes within seven (7) calendar days after each meeting. If necessary, STC will facilitate additional meetings with City Departments, Caltrans and other key stakeholders, creating meeting agendas with input from the City and Caltrans. These meeting minutes will be distributed within seven (7) calendar days of the meeting.

Task 1.3 Invoicing

STC will submit a progress report with monthly invoices to the City in an organized format and with sufficient detail and backup documentation to clearly identify personnel, hours worked, and tasks completed. STC will control all project documents and provide deliverables and final files to the City in electronic format and hard copy as requested.

STC will maintain project files and data in an organized, logical fashion, and will be able to promptly retrieve and distribute project information to the City in the event of an audit or Public Records Act (PRA) request.

Task 1.0 Deliverables:

- Work Plan
- Meeting Agendas and Meeting Minutes
- Monthly Invoices
- Project Schedule and Updates
- Project History File

Task 2.0 Preliminary Investigation/Site Assessment

Task 2.1 Field Investigation/Site Assessment

STC will conduct field investigations of all 17 traffic signals to verify and evaluate existing conditions relative to the project SOW.

STC will obtain and review all available documents and traffic signal as-builts. STC will compare the as-builts to existing conditions and document and evaluate the condition, type, and quantities of each traffic signal head, emergency vehicle preemption, pedestrian push buttons, pedestrian signal heads, and traffic signal safety lighting at all project intersections.

STC will inventory the traffic signal control box equipment and devices and document with photos and verify the conduit capacity for installation of new EVP systems as well as space inside the traffic control box for equipment.

If new conduits are proposed, STC will ensure that potholing is included as an option to be performed, as needed, to locate other utilities that may be in conflict. STC will obtain three (3) quotes from potholing contractors should the need be determined.

Utility companies will be consulted and coordinated with, and STC will detail all contacts and coordination efforts. STC will keep detailed notes and take photos of all equipment to keep as a record. If defective or deficient signal heads, safety lighting, pedestrian push buttons, pedestrian heads, or other traffic signal equipment are witnessed during field investigations, they will be documented and the City will be notified immediately.

The field documentation will also be utilized for PS&E development. Importantly, personnel performing this task must have a detailed understanding of traffic signal hardware and the various manufacturers and equipment models and features to properly evaluate and identify and inventory equipment and conditions.

Our staff are former **public works electricians and IMSA certified technicians** and are qualified in all aspects of traffic signal systems.

Task 2.1 Deliverables:

- On-Site Photos
- Letters to Utility Owners
- Utility As-built Maps
- Base Map
- Potholing (Option)
- Field Review Notes

Task 2.2 Potholing Services (Optional Task)

STC has included optional budget for potholing utilities as mentioned in the RFP. The locations of potholes will be discussed and agreed upon with the City before potholing. STC has accounted for up to five (5) potholes. STC will prepare necessary traffic control plans to be included in the permit submittal.

Task 2.2 Deliverables (Optional Task):

- Potholing Records in a Report Format

Task 2.3 Preliminary Engineering

STC will prepare preliminary engineering tables summarizing the existing and proposed signal head retroreflective yellow backplates, EVPs, accessible pedestrian push buttons, pedestrian countdown heads, and LED safety lights at each project intersection.

It has been STC's experience on similar HSIP signal hardware replacement projects that there are older traffic signal heads that are not compatible with the new yellow backplates and may require an alternate method of replacement. For these conditions, STC will develop alternate methods for replacement, such using yellow reflective tape, riveted metal reflective strips, or replacement of the old signal head to current industry standards.

Due to the high wind conditions in the City of Banning, STC will also evaluate the need for using louvered backplates to reduce the structural load on the signal poles with mast arms.

STC will meet with Caltrans to discuss the feasibility of installing EVPs at the intersections of Highland Springs Avenue and I-10 WB/EB ramps. Due to the grades on Highland Springs Avenue, the freeway and railroad bridge may be an obstruction to the proper functioning of the EVP systems at the ramps and alternative placement of optical receptors will be discussed with Caltrans.

STC has conducted a preliminary review of the line of sight and will develop alternative designs due to the railroad bridge blocking northbound line of sight at the Highland Springs Avenue and I-10 EB ramp signal. All documents and as-builts will be obtained and reviewed of the existing traffic signals from all involved agencies.

STC will prepare a table showing the results of our evaluation of all pedestrian push buttons and pedestrian heads. If there are any push button locations that are not in compliance with CA MUTCD or ADA, recommendations will be made to bring these into compliance. All pedestrian signal heads that have not been converted to countdown heads will be documented for replacement in the table.

If desired by the City, STC will coordinate with the City to develop a standard for wattage and fixture type for new LED safety lighting. Although the RFP does not specify replacement of safety lights, **STC has included this work effort as an added value task.** It should be noted that STC prepared the HSIP grant for the City and it included replacement of old lighting with LED safety lights.

STC has worked closely with contractors who perform this exact work during recent HSIP application preparations to understand the effort and cost associated with signal hardware replacements. This stage of the project will identify any potential shortcomings in the available HSIP grant funding for this project and allow for initiation of proactive solutions if desired.

Task 2.3 Deliverables:

- Table Summary of Back Plate Replacements
- Table Summary of Emergency Vehicle Preemption Installations
- Table Summary of Accessible Pedestrian Push Button Replacements
- Table Summary of Pedestrian Countdown Signal Head Replacements
- Table Summary of LED Safety Lighting Replacements
- Summary of Traffic Signal Control Box Inventory Including Photos

Task 3.0. Engineering Design

Task 3.1. Plan Preparation (60%, 90%, 100%)

STC will develop design plans for 17 traffic signals and incorporate the traffic signal hardware improvements that were identified during the Preliminary Engineering phase of this project (Task 2.3). The design will be developed in conformance with the latest City of Banning requirements, Green Book and Caltrans Specifications and Standard Plans, AASHTO, CA MUTCD, and Riverside County Regional Standard Drawings.

The design plan set will include a title sheet, general notes sheet, detail sheets, and individual intersection traffic signal improvement sheets at 1" = 20' scale. Plans will be submitted at 60% and 90% design for City review. The 100% design plans will be considered Final and submitted on Bond paper along with AutoCAD 2021 files.

Since the traffic signals on Highland Springs Avenue are jointly managed by the City of Banning and City of Beaumont, STC will also provide 60% and 90% design plans for review to the City of Beaumont. In addition, STC will also **provide plans to Caltrans** for their review of the two intersections at Highland Springs Avenue and I-10 EB/WB ramps.

The City of Banning provided eleven (11) intersection as-built traffic signal plans, and these will be utilized for a delta revision. Two (2) intersections are Caltrans maintained and STC will obtain copies of their as-builts. STC will coordinate with Caltrans to determine their requirements for design plan submittals. For the remaining four (4) intersections where there are no existing plans, STC will produce new plans. STC will prepare four (4) new traffic signal modification plans sufficient for a contractor to bid and complete the replacement of signal head backplates, installation of EVPs, replacement of pedestrian push buttons and countdown heads, and replacement of safety lighting. The plans will be prepared at a scale of 1" = 20'. The base plan will show existing right of way lines, roadway centerlines, curb, gutter and sidewalk, utilities of record. All traffic signal components will be drafted using the latest CAD standards for traffic signal design. Plans will include general notes, construction notes, phase diagrams, pole and equipment schedules, conduit and conductor schedules, and details for pole locations and foundations, pull boxes, and conduits.

All work identified on the plans will be approved and signed by a professional Civil Engineer registered in the State of California. Plans will be submitted at the 60%, 90% and 100% design levels.

Task 3.1 Deliverables:

- (60% and 90% Plans) Electronic Submittal (PDF) of 1-Title Sheet, 1-General Note and Area Map Sheet, 17-Traffic Signal Improvement Plan Sheets
- (100%/Final Plans) Bond Paper Submittal of 1-Title Sheet, 1-General Note and Area Map Sheet, 17-Traffic Signal Improvement Plan Sheets
- Four (4) sets of Final Design Plans on 24"x36 Bond Paper
- Final AutoCAD 2021 files

Task 4.0 Permitting

STC will investigate and process all required permits, including Caltrans and City of Beaumont encroachment permits. As an added value item, STC will prepare all necessary documents required for the Construction Funding Allocation Request (CON) in compliance with LAPM state funded HISP project implementation procedures. The deliverables shown under this task are anticipated to be included with the CON.

Task 4.0 Deliverables:

- Request for Funding Allocation Form
- Approved CEQA Notice of Exemption Documents
- Right-of-Way Certification
- State-only Finance Letter for Construction
- Detailed Engineer's Cost Estimate for Construction Items
- Printout from List of Selected HSIP Projects Highlighting City Project
- Caltrans Encroachment Permit
- City of Banning Encroachment Permit

Task 5.0 Specifications and Cost Estimate

Task 5.1 Project Specifications and Bid Documents

STC will prepare project specifications utilizing the City's most current boilerplate bid package for state funded projects, special provisions, and the latest edition of the Greenbook for Public Works Construction. The bid package will be prepared via Microsoft Word and remain in the City's boilerplate font and format. Project specifications and bid documents will include the detailed project description, bid item descriptions, preparation of bid schedule, applicable special provisions, and references to technical specifications.

Task 5.1 Deliverables:

- Bid Package (Word Document)
- Project Specifications at the 90% and 100% Design Levels (Word Document)

Task 5.2 Engineer's Estimate of Probable Construction Cost

The STC Team will provide an itemized engineer's estimate of probable cost at 90% and 100% levels of design for all proposed improvements.

The estimates will be detailed with unit prices and quantities for individual line items of work and specified equipment based on the historical cost index. Cost estimate details (items and descriptions) will be consistent with bid items and specification sections.

Task 5.2 Deliverables:

- Engineer's Cost Estimate at the 90% and 100% Design Levels (Excel)

Task 6.0 Bidding/Construction Support

STC will provide design support during advertisement and construction of the project including answering pre-bid questions and interpretations of the plans and specification either by email or phone. STC will respond to the contractor's RFIs, confer with the City's construction manager or inspector regarding RFIs as appropriate, and review shop drawings and material submittals.

All bidding communication will be directed through the City for issuance to the contractor. STC will prepare design changes during construction as authorized, attend the pre-bid and pre-construction meeting, and be available to answer questions from City staff or the contractor.

Task 6.0 Deliverables:

- Responses to Bidder's Questions/RFIs and Prepare Addenda
- Attend Pre-Bid and Pre-Construction Meetings
- Responses to Contractor's Submittals, Shop Drawings and RFIs
- Conduct Three (3) Site Visits During Construction as Requested
- Prepare As-Built Plans within One (1) Month of Receipt of As-Built Redlines from Contractor

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"-1

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

City of Banning - Design Services for the Upgrade of Traffic Signal Hardware (RFP-24-064)
STC Traffic, Inc. Price Proposal

	STC Traffic, Inc.						Sub		
Employee Name	Blough, Rob	Baidy, Myles	Adamos, Ashley	Hansen, Brett	Stone, Kevin	Pesaresi, Gianluca			
Classification	Sr. Project Manager	Project Engineer III	Project Engineer III	Construction Manager	Sr. Construction Engineer	Project Engineer II	Direct Costs		
Standard Billing Rate	$240.00	$190.00	$190.00	$240.00	$220.00	$160.00			
Task	**Task Description**							**Total Hours**	**Total Cost**
Task 1.0	Project Management/Administration	20	10					30	$ 6,700.00
Task 2.0	Preliminary Investigation/Site Assessment								
Task 2.1	Field Investigations		4			36	36	76	$ 14,440.00
Task 2.2	Potholing (Optional Task)	4	4				20	$ 15,000.00	28	$ 19,920.00
Task 2.3	Preliminary Engineering	1	2				12	15	$ 2,540.00
Task 3.0	Engineering Design	5	20				60	85	$ 14,600.00
Task 4.0	Permitting		4	12				16	$ 3,040.00
Task 5.0	Specifications and Cost Estimates								
Task 5.1	Project Specifications and Bid Documents	1	4				16	21	$ 3,560.00
Task 5.2	Engineers Estimate of Probable Construction Cost		2		1		8	11	$ 1,900.00
Task 6.0	Bidding/Construction Support		2		12	16	8	38	$ 8,060.00
	Total Hours	31	52	12	13	52	160	320	
	Subtotal Labor	$7,440.00	$9,880.00	$2,280.00	$3,120.00	$11,440.00	$25,600.00	$ 15,000.00		
							TOTAL COST Without Optional Task		$ 54,840.00
							TOTAL COST With Optional Task		$ 74,760.00

Rate Schedule

STC's detailed rate schedule for the project is included below. STC is a local business and there are no direct costs for mileage. Outsourced reimbursable expenses such as printing and reproduction, deliveries and overnight shipping, computerized plotting, materials, etc., will be charged to the client at the consultant's cost without mark-up.

Executive/Management	Rate
Principal-In-Charge	$290
Senior Principal Manager	$270
Principal Manager	$260
Senior Project Manager	$240
Project Manager III	$220
Project Manager II	$210
Project Manager I	$200
Professional Engineering	
Principal Engineer	$230
Senior Project Engineer	$210
Project Engineer III	$190
Project Engineer II	$160
Project Engineer I	$140
Professional Planning	
Principal Planner	$200
Senior Project Planner	$180
Project Planner III	$170
Project Planner II	$140
Project Planner I	$120

Technical/Specialized	Rate
Senior Systems Engineer/Technical Specialist	$220
Systems Engineer / Technical Specialist III	$200
Systems Engineer / Technical Specialist II	$170
Systems Engineer / Technical Specialist I	$150
Construction Manager	$240
Senior Construction Engineer/Inspector	$220
Construction Engineer/Inspector III	$190
Construction Engineer/Inspector II	$160
Construction Engineer/Inspector I	$140
Senior Drafter	$160
Drafter III	$150
Drafter II	$130
Drafter I	$110
Other Classifications	
Intern	$100
Expert Witness	$400

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.

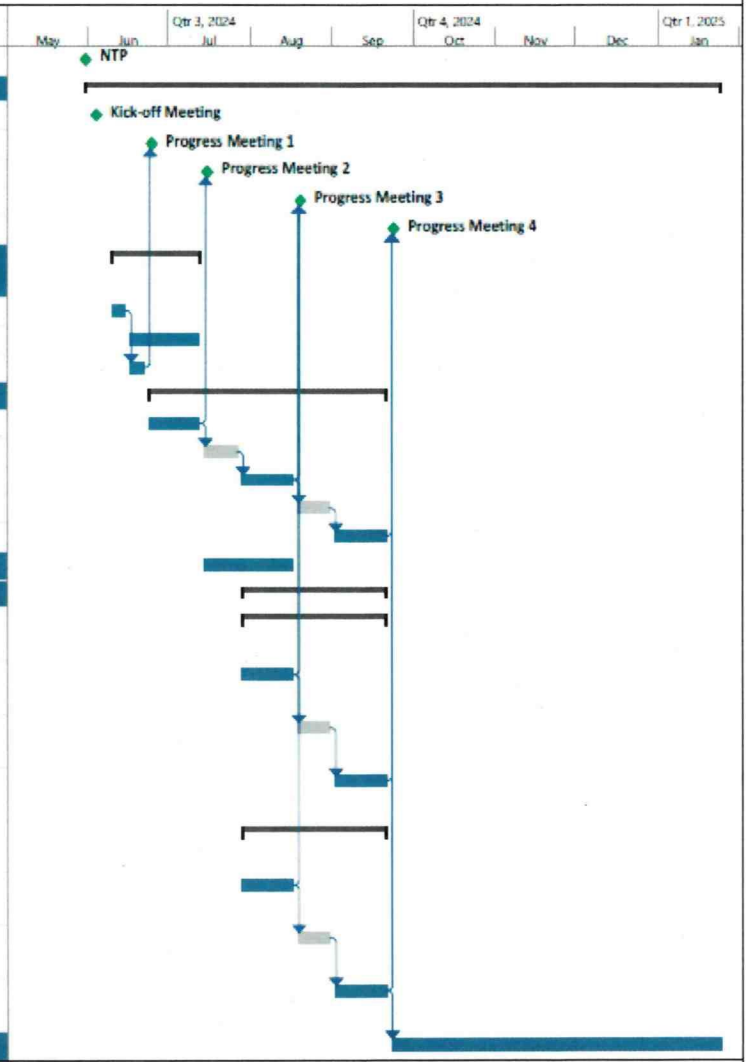
II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

Exhibit "D-1" - 1

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

City of Banning
Design Services for the Upgrade of Traffic Signal Hardware

ID	Task Name	Duration	Start	Finish
1	NTP	0 days	Fri 5/31/24	Fri 5/31/24
2	**Task 1.0 Project Management/Administration**	**171 days**	**Fri 5/31/24**	**Fri 1/24/25**
3	Kick-off Meeting	0 days	Tue 6/4/24	Tue 6/4/24
4	Progress Meeting 1	0 days	Tue 6/25/24	Tue 6/25/24
5	Progress Meeting 2	0 days	Tue 7/16/24	Tue 7/16/24
6	Progress Meeting 3	0 days	Tue 8/20/24	Tue 8/20/24
7	Progress Meeting 4	0 days	Tue 9/24/24	Tue 9/24/24
8	**Task 2.0 Preliminary Investigation/Site Assessment**	**25 days**	**Mon 6/10/24**	**Fri 7/12/24**
9	Task 2.1 Field Investigations	5 days	Mon 6/10/24	Fri 6/14/24
10	Task 2.2 Potholing (Optional Task)	20 days	Mon 6/17/24	Fri 7/12/24
11	Task 2.3 Preliminary Engineering	5 days	Mon 6/17/24	Fri 6/21/24
12	**Task 3.0 Engineering Design**	**65 days**	**Mon 6/24/24**	**Fri 9/20/24**
13	60% Plans Submittal	15 days	Mon 6/24/24	Fri 7/12/24
14	60% Plans City Review	10 days	Mon 7/15/24	Fri 7/26/24
15	90% Plans Submittal	15 days	Mon 7/29/24	Fri 8/16/24
16	90% Plans City Review	10 days	Mon 8/19/24	Fri 8/30/24
17	100% Plans Submittal	15 days	Mon 9/2/24	Fri 9/20/24
18	**Task 4.0 Permitting**	**25 days**	**Mon 7/15/24**	**Fri 8/16/24**
19	**Task 5.0 Specifications and Cost Estimates**	**40 days**	**Mon 7/29/24**	**Fri 9/20/24**
20	**Task 5.1 Project Specifications and Bid Documents**	**40 days**	**Mon 7/29/24**	**Fri 9/20/24**
21	90% Project Specifications & Bid Documents Submittal	15 days	Mon 7/29/24	Fri 8/16/24
22	90% Project Specifications & Bid Documents City Review	10 days	Mon 8/19/24	Fri 8/30/24
23	100% Project Specifications & Bid Documents Submittal	15 days	Mon 9/2/24	Fri 9/20/24
24	**Task 5.2 Engineers Estimate of Probable Construction Cost**	**40 days**	**Mon 7/29/24**	**Fri 9/20/24**
25	90% Engineers Estimate of Probable Construction Cost Submittal	15 days	Mon 7/29/24	Fri 8/16/24
26	90% Engineers Estimate of Probable Construction Cost City Review	10 days	Mon 8/19/24	Fri 8/30/24
27	100% Engineers Estimate of Probable Construction Cost Submittal	15 days	Mon 9/2/24	Fri 9/20/24
28	**Task 6.0 Bidding/Construction Support**	**90 days**	**Mon 9/23/24**	**Fri 1/24/25**



May 17, 2024

STC Task | City Task | Milestone | Summary

Docusign Envelope ID: 173A0108-BAE5-42D4-A4C7-E09453AE43B2

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES (C001048) FOR DESIGN OF TRAFFIC SIGNAL HARDWARE UPGRADE BY AND BETWEEN CITY OF BANNING AND STC TRAFFIC, INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **STC TRAFFIC, INC**., a California Corporation ("Consultant") is effective as of this day: 9/17/2025.

RECITALS

A. City and Consultant entered into that certain Contract dated July 9, 2024 for the purpose of providing Professional Design Services ("Agreement") following RFP #24-064 for the performance of the services for Design of Traffic Signal Hardware Upgrade, as approved by City Council Resolution 2024-119.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement.

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 September 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. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendment No. 1 the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No.

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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*]

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The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	STC TRAFFIC INC
Arturo Vela	Jason Stack
Art Vela, Interim City Manager	NAME:Jason Stack TITLE: President
City Council Approval: 2024-119	NAME: TITLE:
ATTEST: Sandra Calderon	
Sandra Calderon Acting 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.

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:	**August 25, 2026**
SUBJECT:	**Consider Resolution No. 2026-121, Authorizing the City Manager or Her Designee to Execute the Memorandum Of Understanding (MOU) Agreement and All Related Grant Documents, for the Sustainable Communities Program-Active Transportation and Safety, Banning Two-Way Cycle Track Safety Project, With the Southern California Association Of Governments (SCAG) on Behalf of the City of Banning**

STAFF RECOMMENDATION:

Adopt Resolution No. 2026-121

BACKGROUND:

SCAG Connect SoCal 2024 Sustainable Communities Program (SCP) - Active Transportation and Safety Grant:

SCAG's Sustainable Communities Program (SCP) – Active Transportation and Safety grant provides funding to projects that support active transportation modes (e.g., walking, biking, and transit), improve roadway safety, and achieve the mobility goals, planning policies, strategic investments, and implementation strategies of the Connect SoCal 2024 Regional Transportation Plan/Sustainable Communities Strategy. In 2024, the SCP – Active Transportation and Safety grant funding round awarded $8.2 million in the following project categories:

- Community/Areawide Plans: Active transportation-related plans that benefit disadvantaged communities, per the state's Active Transportation Program guidelines.
- Quick-Build Projects: Interim capital improvement projects that require minor construction activity and use durable, low- to medium-cost materials to pilot and iterate through active transportation and roadway safety project designs with community feedback.

Following the adoption of Connect SoCal every four years, SCAG calls for applications through the SCP to provide local technical assistance in support of Connect SoCal implementation. In July of 2024 a call for applications was announced soliciting applications for active transportation related plans and quick-build projects that was due on September 27, 2024. The SCP – Active Transportation and Safety Cycle 7 regional funds awards $8.2 million in grants with $900,000 being the maximum awarded for quick-build projects. SCAG, along with local and sub-regional partners, evaluated a total of 29 applications (12 for plans and 17 for quick-build projects) and selected 13 projects for funding.

Engineering Division staff and the former Grants Manager prepared the SCP Quick-Build grant application in house for an innovative pilot study project shown in Attachment 2, "Banning Two Way

Cycle Track Safety project" and submitted it on September 26, 2024. The Deputy Director of Public Works/City Engineer was notified on January 27, 2025 that the City of Banning's application was competitively scored by a committee and was successful in being awarded the requested grant amount of $895,000, with no City matching funds required. The SCAG Regional Council approved the 2024 SCP Active Transportation and Safety grant award recommended project list on December 5, 2024. This list of projects recommended for the SCP Grant by the SCAG Regional Council was brought before the California Transportation Commission (CTC) for approval in June of 2025.

Active Transportation Plan:

In 2021, the City of Banning obtained a SCP Active Transportation and Safety grant award to develop the City's first Active Transportation Plan. This extensive plan was developed over the course of almost two years and was adopted by the City Council on June 25, 2024.

The final Plan includes a practical implementation strategy with preliminary design schematics and concepts, and data that can be used in grant applications for fifteen (15) priority projects, and six (6) safe routes to schools projects. Additionally, existing conditions, a summary of public outreach and grant funding opportunities are summarized in the Plan and Appendix.

One of the more novel and challenging recommended projects is a separated cycle track along San Gorgonio Ave. that was highlighted and discussed with the Stakeholders Advisory committee throughout the entire project, which included the Banning Unified School District (BUSD), at Open Houses, at Planning Commission, City Council meetings and at public meetings. Much feedback was received from the BUSD, library staff, parents, Banning PD, and residents about the unsafe conditions, due to congested pick up and drop off times, at Nicolet Middle School and Central Elementary School.

Separated Bikeways, also called cycle tracks, are on-street bicycle facilities with a physical separation between the bikeway and vehicle travel lanes, usually with flexible posts and buffer zones. The City's ATP developed a state-of-the-art two-way cycle track to loop around Nicolet Middle School and run alongside Central Elementary School. Students will be able to safely bike to and from school in a protected area designated for bicyclists with physical separation from cars. This will narrow the existing vehicle travel lane, naturally slowing down traffic speeds which in turn, increases safety and comfort for people walking, bicycling, and even driving. Additional safety improvements include a one-way couplet around the school to reduce traffic speeds, designation of school drop off and pick up lanes, enhanced crosswalks, curb extensions and signage to improve safety for senior citizens, parents, young school children and residents.

The purpose of the ATP was to provide the City of Banning with a comprehensive document outlining the existing inventory of bicycle and pedestrian infrastructure and travel habits of the community. An analysis of the City's current infrastructure highlights areas of opportunity to be prioritized for future improvements and recommendations are presented within this plan as fifteen (15) priority projects. The ATP guides the development and implementation of active transportation infrastructure programs and policies for the City. Conducting the demonstration/pilot project aligns with this policy.

Community Outreach during the ATP:

As part of the ATP, the consultant prepared a Community Engagement Plan in order to provide outreach activities that included participation from the public and from key stakeholders to ensure the Plan's concepts reflect the community's needs and wishes. The outreach activities engaged local and regional representatives to obtain feedback, provided presentations covering the project background, goals, scope, preliminary and draft concepts, and the final Plan, as the project progressed.

Banning Two Way Cycle Track Safety Project:

The one-way couplet with the cycle track around Nicolet Middle School is a distinctive feature of the adopted ATP. This design involves converting two parallel streets into a one-way couplet. This approach can significantly reduce traffic congestion around the school, enhance safety for students during peak hours, and improve traffic flow. By creating a more organized and predictable traffic pattern, the couplet reduces the likelihood of accidents and makes the area more navigable for pedestrians and cyclists.

The proposed project will include hiring a consultant for the following tasks:

- Project Management
- Data Collection of existing conditions in a Report;
- Public Participation/Community Outreach and developing a Public Outreach Plan detailing all of the outreach events and methods and preparing a Report on outreach events, numbers, survey results, and concerns;
- A Technical Advisory Committee and Community Advisory Committee that meets throughout the project;
- Developing project Plans with two design alternatives for one way and two way traffic along San Gorgonio Ave., Plans and Specs for Bidding, and an Implementation Plan
- Collecting Post Installation Data in a Report; and preparing Draft and Final Reports including data evaluations, recommendations, future grant fund opportunities, and final Presentations.

A contractor will be hired to perform the installation. As a quick build project, the work will include roadway striping and installation of plastic delineators. No permanent fixed objects will be constructed or installed as part of the pilot project. These safety improvements will create more opportunities to walk, bike and use transit.

A large part of the project will be Public Participation, whereby a consultant will be hired to perform community outreach before, during and after the demonstration. Surveys will be prepared and tallied to determine the community's reaction, experience and observations to the safety improvements, meetings held monthly with BUSD, Banning PD, EMS, FD and other stakeholders via technical advisory meetings, and a project website and social media posts will solicit comments from the public. Additionally, Town Halls/Open Houses will be held at City Hall, the library and school district (PTA meetings and interviews with students and parents will occur). Pop Ups at each school during drop off and pick up hours will also solicit feedback and provide data. The data of these outreach methods will be analyzed and summarized by the consultant on a monthly basis and shared with the community.

If after installation, the community feedback is against the reconfigured roadway, the pilot study can be removed easily and returned to existing conditions. The duration of the project is expected to be 2 years with the actual demonstration in place for about 6 months. Once the MOU with SCAG is executed, a RFP for a consultant will be developed by Engineering Division staff and SCAG, and solicited in late 2026. SCAG will award the consultant contract and manage the grant management and reimbursement from Caltrans, which is a time savings for City staff.

A demonstration and temporary pilot of the Banning Two Way Cycle Track Safety project is an opportunity to install the one-way couplet around San Gorgonio Ave. using temporary paint for lane markings and installing flexible posts for the separated bike lane and curb extensions, and to obtain community and BUSD feedback. No new ground disturbance or construction of new permanent fixed objects (like curbs or asphalt) is necessary, and all work will occur on the existing roadway between the existing curbs.

JUSTIFICATION:

A formal grant agreement is required between the City of Banning and SCAG in order to perform the tasks associated with this grant award.

FISCAL IMPACT:

SCAG will act as the lead agency in the procurement and payment of the design phase of the project, including the engineering consultant and the public outreach consultant. City staff is obligated to participate in design meetings, plan review, and public outreach assistance. The grant agreement assumes $275,000 of the total project award to be utilized for this project phase.

The City will be required to procure a contractor for the installation of the project, including the bike lanes, flexible posts, revised roadway signage and striping. The City will be reimbursed up to $620,000 of grant funds for the construction phase of the project. A future appropriation of funds will be necessary and brought to City Council at the time of the award of the construction contract.

ATTACHMENTS:

1. Resolution 2026-121 - MOU for SCAG Quick Build.docx
2. Resolution 2026-121 Exhibit A - MOU for SCAG Quick Build.pdf
3. 2025.0408 CC Item - Update and Concurrence to Continue with Grant Application Process.pdf

RESOLUTION 2026-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANING (MOU) AGREEMENT AND ALL RELATED GRANT DOCUMENTS, FOR THE SUSTAINABLE COMMUNITIES PROGRAM-ACTIVE TRANSPORTATION AND SAFETY, BANNING TWO-WAY CYCLE TRACK SAFETY PROJECT, WITH THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) ON BEHALF OF THE CITY OF BANNING

WHEREAS, Engineering Division staff prepared and submitted the Banning Two-Way Cycle Track Safety Project Grant application for the Sustainable Communities Program – Active Transportation and Safety Grant to SCAG on September 26, 2024, the applications received were competitively scored and the City of Banning was selected for an award of $895,000 with no City match required; and

WHEREAS, SCAG and Engineering Division staff will oversee the project, with SCAG paying the consultant firm performing the design and community outreach tasks directly and the City will solicit and procure a construction firm to install the quick build materials and will then be reimbursed for this work by SCAG; and

WHEREAS, the Draft MOU was reviewed by Engineering and Purchasing Division staff along with the City Attorney's Office and comments were incorporated into the attached final MOU: and

WHEREAS a signed resolution by a governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans is required; and

WHEREAS, the City of Banning City Council wishes to delegate authorization to execute these forms, agreements and any amendments, related to the Sustainable Communities Program – Active Transportation and Safety, Banning Two-Way Cycle Track Safety Project, thereto to the City Manager or her designee.

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

SECTION 1. The City Council hereby authorizes the City Manager, or her designee, to make necessary non-substantive changes, and to execute said MOU and any other related documents required to receive Sustainable Transportation Planning Grant funds throughout the term of the MOU.

SECTION 2. The City Council authorizes the City Manager, or her 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 25th day of August 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, LLC

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-121, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of August 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
No. M-030-26

MEMORANDUM OF UNDERSTANDING
No. M-030-26

SCAG Overall Work Program (OWP) No: 225-4955.01

Federal/State Awarding Agency: (1) United States Department of Transportation;
Funding Source(s): (1) 2023 SS4A

Sub-Recipient Name: City of Banning
Sub-Recipient's UEI No: F996EVLCRCG3
Federal Award Identification Number (FAIN): 693JJ32640422
Federal Award Date: December 13, 2023
Name of the Federal Agency: Federal Highway Administration (FHWA)
Assistance Listings Title and Number: Safe Streets and Roads for All, 20.939
Federal Award Project Description: Representing a collaboration of the jurisdictions across the six-county region, SCAG's Regional Safety Action Plan will identify safety improvements for the region's transportation network leading up to the 2028 Olympic and Paralympic Games. SCAG will inform the development of this plan with quick-build demonstrations that provide roadway improvements during the 2028 Games and supplemental planning that reaches local jurisdictions. Together, these three initiatives will support long-term investments that improve transportation safety for the region's 19 million residents, serving as a foundation for legacy improvements following the 2028 Games.

Federal Funds Supporting the Project: $895,000
Non-Federal Funds Supporting the Project: $0

Total Funds Supporting the Project: $895,000
Amount of Sub Award (funds passed through to Sub Recipient): $620,000 (2023 SS4A)
Amount of SCAG Administered Technical Assistance (not passed through): $275,000 (2023 SS4A)

Subaward Period of Performance Start Date: Effective date of the MOU
Subaward Period of Performance End Date: December 31, 2028

Type of Contract: Project Specific
Method of Payment: See Section 6 of this MOU

Project R&D: N/A
Indirect Cost Rate for the Award: N/A
Fringe Benefits Cost Rate for the Award: N/A

Subaward Project Title: City of Banning SCP-ATS Project

Subaward Project Description: City of Banning will utilize 2023 SS4A funding for a SCP-ATS quick-build project that will support program objectives of 2023 SS4A.

FINAL DRAFT

MEMORANDUM OF UNDERSTANDING
No. M-030-26

BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND CITY OF BANNING
FOR A SCP-ATS PROJECT GRANT

(SCAG Project/OWP No. **225-4955.01**)

This Memorandum of Understanding ("MOU") is entered into by and between the **Southern California Association of Governments** ("SCAG") and **City of Banning** ("Sub-Recipient"), for a SCP-ATS Project Grant. SCAG and Sub-Recipient may be individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy ("RTP/SCS" also known as "Connect SoCal") for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, SCAG's 2024 Sustainable Communities Program – Active Transportation & Safety ("SCP-ATS") is a grant program that provides technical assistance to support implementation of Connect SoCal by strengthening partnerships with local agencies and strategic partners who are responsible for land use and transportation decisions to help the region achieve its unified goals;

WHEREAS, SCP-ATS, which is partially funded by the Regional Early Action Planning Grants Program of 2021 ("REAP 2.0"), was established with a principal goal to make funding available to Metropolitan Planning Organizations ("MPO") and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region's Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development ("HCD"), which administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 through 50515.10 ("Statutes") and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes ("REAP 2.0 Guidelines"), awarded REAP 2.0 funds to SCAG;

WHEREAS, SCP-ATS is partially funded by a grant received from the California Transportation Commission ("CTC") Active Transportation Program - Cycle 7 ("ATP Cycle 7") and awarded by the California Department of Transportation ("Caltrans"), under Grant Agreement Numbers ATPL-6049(42) and ATPL-6049(043) and its Master Agreement Number 07-6049S21, to fund specific types of planning, non-infrastructure and quick build projects that implement regional priorities and expand the reach of regional programs;

WHEREAS, as applicable, ATP Cycle 7 grant funds are subject to applicable Caltrans requirements for architectural and engineering (A&E) projects;

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WHEREAS, SCP-ATS is partially funded by the Federal Highway Administration ("FHWA"), an agency of the U.S. Department of Transportation's ("USDOT"), through the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program, which awarded SS4A funds to SCAG to implement its Regional Safety Action Plan, to be informed by community-driven quick-build demonstrations and other safety initiatives, including awareness campaigns, community grants, and pop-up demonstrations;

WHEREAS, this MOU may be funded through various funding sources, and may be subject to requirements imposed by USDOT/FHWA, CTC/Caltrans and/or HCD (collectively, "Awarding Agencies") as provided in Exhibit B ("Funding Requirements");

WHEREAS, SCAG's Regional Council adopted the SCP-ATS Program Guidelines ("Program Guidelines") on June 6, 2024, and a competitive Call for Projects was released on July 8, 2024;

WHEREAS, SCAG's Regional Council adopted the first revised guidelines on September 5, 2024;

WHEREAS, SCAG's Regional Council adopted the second revised guidelines on September 5, 2025;

WHEREAS, Sub-Recipient, eligible for funds under the SCP-ATS and Program Guidelines, developed and submitted a proposed quick-build project ("Project") for the SCP-ATS;

WHEREAS, SCAG reviewed the Project and approved the Project to receive funding after determining the Project to be consistent with the: 1) SCP-ATS Program Guidelines; 2) REAP 2.0 Statutes and Guidelines; 3) SS4A Grant Program Terms and Conditions; and/or 4) Caltrans Local Assistance Procedures Manual ("LAPM");

WHEREAS, Sub-Recipient will commit to the Project and provide SCAG as-needed support, cooperation, and guidance; and

WHEREAS, the purpose of this MOU is to set forth the respective roles, responsibilities and obligations of the Parties with respect to the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **Recitals and Exhibits**

   The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. **Term**

   The Term of this MOU shall be effective as of the last date on which the document is executed by all Parties ("Effective Date") and continue until December 31, 2028, ("Completion Date"). Time is of the essence in the performance of services under this MOU. The expenditure deadline for 2023 SS4A funds is December 31, 2028.

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3. Scope of Work and Sub-Recipient's Responsibilities

a. Sub-Recipient shall be responsible for the complete and timely performance of the Project set forth in the "Scope of Work," attached as Exhibit A. The Project shall commence when SCAG issues a written notice to proceed.

b. Sub-Recipient shall fully comply with all Funding Requirements set forth in Exhibit B.

c. Sub-Recipient shall be responsible for carrying out each of the following for the Project:
   1. Fully cooperate with SCAG to procure and manage a Consultant to design and evaluate the Project.
   2. Fully cooperate with SCAG and SCAG's Consultant to support design of the Project.
   3. Construction of the Project.
   4. Project remains installed for a minimum of six (6) months before evaluation.
   5. Fully cooperate with SCAG and SCAG's Consultant to support evaluation of the Project.

   Additional guidance on quick-build materials, designs, and project requirements can be found in the ATP Cycle 7 Guidelines and the ATP Quick-Build Supplemental Guidance.

d. Interim deliverables and tasks, including budgets and schedules, required to implement the Scope of Work shall be documented using the "Scope of Work Approval Form," attached as Exhibit F ("SAF"). The SAF must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee, and Sub-Recipient prior to the performance of the work outlined in the SAF. The SAF may be signed by way of a manual or authorized digital signature, or a signature stamp. The SAF may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SAF may be amended subject to approval by SCAG. No amendment to the SAF shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SAF and this MOU, this MOU shall prevail.

e. To design and evaluate the Project, SCAG will use $275,000 of the grant funds to procure and manage a Consultant through an on-call bench in accordance with applicable procurement requirements. For purposes of this MOU, the term "Consultant(s)" shall hereinafter refer to all entities that SCAG procures, manages, or otherwise enters into contracts or agreements with, in furtherance of designing and evaluating the Project regardless of the timing, nature of service/work provided or type of organization.

f. To construct the Project, Sub-Recipient will use up to $620,000 of the grant funds to procure and manage a Contractor in accordance with applicable procurement requirements. For purposes of this MOU, the term "Contractor(s)" shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of constructing the Project regardless of the timing, nature of service/work provided or type of organization. Contractor(s) does not include SCAG's separately retained Consultants.

g. Before issuing any Invitation for Bid or other procurement(s) for construction of the Project ("IFB"), Sub-Recipient shall provide SCAG with a copy of the IFB for review and approval. In addition, Sub-Recipient shall provide SCAG with a copy of the Contractor contract(s) and Notice(s) to Proceed within 30 days of execution or issuance of each document.

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4. Project Management

a. All work under this MOU, as outlined in the most current fully executed SAF, shall be coordinated with SCAG and Sub-Recipient through the Project Managers.

SCAG	Sub-Recipient
Anna Van SCAG Project Manager (213) 236-1814 van@scag.ca.gov	Nathan Smith, P.E. Deputy Director of Public Works/City Engineer City of Banning 99 East Ramsey Street Banning, CA 92220] 951.922.3182 nsmith@banningca.gov

b. SCAG reserves the right to change this designation. Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

a. Sub-Recipient's total SCP-ATS award amount is $895,000 ("Grant Funds") comprised of the following Awarding Agencies and amounts:
    a. 2023 SS4A, in an amount not to exceed $895,000.

b. Total costs incurred for Consultant's services, if any, and Sub-Recipient's construction of the Project shall not exceed the Grant Funds. SCAG shall not be obligated to make payments for any costs that exceed the Grant Funds. SCAG shall not be obligated to pay for any increase in costs which exceeds the budget included in this MOU. Of these Grant Funds, $275,000 will be retained by SCAG to provide project technical assistance and up to $620,000 will be pass-through funding to the Sub-Recipient.

c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scope of Work, as outlined in the most current fully executed SAF, consistent with the Program Guidelines and Awarding Agencies funding requirements.

d. SCAG reserves the right, in its sole discretion, to discontinue funding the Project and/or terminate this MOU as described in Section 17.

e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by SCAG, the Awarding Agencies, State or Federal authorities or cognizant agencies, their designees, or any other duly authorized agencies, to be ineligible or otherwise unallowable, shall be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties, or related fees, as determined by SCAG, the Awarding Agencies,

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State or Federal authorities or cognizant agencies, their designees, or any other duly authorized agencies. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

a. SCAG's contribution to the Project shall be made on a reimbursement basis to Sub-Recipient. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in this MOU and the most current fully executed SAF. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and copy the SCAG Program Manager. On all invoices submitted to SCAG for the Project, the Project Number (OWP No. 225-4955.01) shall be referenced.

b. Invoices shall be submitted promptly, no later than sixty (60) days after the date services are completed and accepted. If there is only one invoice it should be named "Final-Invoice" and shall certify there will be no further expenditures. Sub-Recipient shall submit an invoice to SCAG using the electronic "Invoice Template" in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain sufficient information to confirm that the services have been performed and can be paid. As noted in the Invoice Template, all invoiced costs must be substantiated by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, associated deliverables, and proof of payment. The invoice shall include, in narrative form, a description of services performed by the Sub-Recipient's staff and Contractor as well as progress toward completion of tasks related to the Project for the invoiced period. The invoice shall be signed by the Sub-Recipient. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the Sub-Recipient. If SCAG determines that an invoice is not compliant with this MOU, SCAG may withhold and/or off-set future payments(s) to the Sub-Recipient.

c. SCAG shall reimburse the Sub-Recipient as promptly as SCAG's fiscal procedures permit, using Electronic Fund Transfer, available at: ACH Vendor Payment Authorization Form, upon receipt of itemized invoices submitted in accordance with this MOU. The Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to achpayment@scag.ca.gov, prior to executing this MOU.

d. Only construction and construction material costs are reimbursable. Costs incurred outside of the approved procurement for construction must be approved in advance by SCAG to be eligible for reimbursement. Subrecipient labor and overhead costs are not reimbursable under this MOU.

e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date

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7. Reporting

a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SAF.

b. Sub-Recipient shall submit quarterly progress reports that include, in narrative form, a description of services performed by Sub-Recipient's staff and Contractor(s)' staff along with progress toward the completion of Project-related tasks.

c. If Sub-Recipient elects to design and evaluate the Project, Sub-Recipient may be required to provide additional progress reports during the design and evaluation of the Project.

d. Within 30 days following the completion of the Project, Sub-Recipient shall submit a Project Completion Report in a format reasonable acceptable to SCAG's Project Manager. The Project Completion Report shall include photographs of project layouts and a narrative on project outcomes and lessons learned.

e. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 225-4955.01).

8. Accounting

a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.

b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the Scope of Work as outlined in the most current fully executed SAF.

c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements, and financial records of expenditures incurred during the course of the Project in accordance with GAAP.

d. Sub-Recipient agrees that (1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Subchapter E, Part 31, et seq. (Office of Management and Budget Circular A-87 Revised, "Cost Principles for State, Local, and Indian Tribal Governments), 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and applicable ATP program cost guidance shall be used to determine the acceptability of individual project cost items; and (2) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Sub-Recipient and every Contractor receiving Project funds under this MOU shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

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e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Should Sub-Recipient fail to reimburse unallowable costs due SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to Sub-Recipient.

9. RESERVED

10. Work Products

a. For purposes of this MOU, "Work Products" shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Project. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship, the Sub-Recipient or its Contractor(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection. Work Products shall not include real property or capital improvements, both interim and permanent.

b. If Sub-Recipient elects to design the Project, Work Products shall not include plans, specifications, and estimates (PS&E) package that are developed by the Sub-Recipient. However, Work Product shall include all technical reports, studies, research, analysis, investigations, and data that are authored by Sub-Recipient.

c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG. Notwithstanding the foregoing, SCAG shall, upon written request by Sub-Recipient, provide Sub-Recipient with copies of any Work Products reasonably necessary for the operation, maintenance, repair, replacement, or modification of the Project following completion. Such copies shall be provided in a timely manner and in a format reasonably usable by Sub-Recipient for such purposes. Sub-Recipient's use of such Work Products shall remain subject to the license granted herein.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

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12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

SCAG	Sub-Recipient
Cindy Giraldo Chief Financial Officer Southern California Association of Governments 900 Wilshire Blvd., Suite 1700 Los Angeles, CA 90017 (213) 630-1413 giraldo@scag.ca.gov	Elizabeth Gibbs City Manager City of Banning 99 East Ramsey Street Banning, CA 92220 951.922.3105 egibbs@banningca.gov

The Parties reserve the right to change this designation.

13. Insurance

a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU, excluding the design and evaluation of the Project. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.
Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipient with no	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than $1,000,000 each accident.

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	employees.	
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient's profession.	With limits of not less than $1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.
Builders Risk	Upon commencement of construction and with approval of SCAG, Sub-Recipient shall obtain and maintain builder's risk (course of construction) for the entire duration of the Project. Not required for Projects without construction.	Sub-Recipient shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, Sub-Recipient and the Contractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Sub-Recipient's services and expenses required as a result of such loss. During the Project construction period, Sub-Recipient and its Contractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the

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		Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the Work or the property of the Sub-Recipient or Contractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, Sub-Recipient and all subcontractors of every tier. Further, Sub-Recipient hereby releases, and shall cause its Contractors to release, the Indemnitees identified in section 14 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. There shall be no deductible or self-insured retention exceeding $10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding $50,000.00. The policy may have sublimits not less than the following: Earthquake $5,000,000.00 Flood $1,000,000.00
Pollution Liability	Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. Not required for Projects without construction.	The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this MOU shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.
Products/Completed Operations Coverage	Coverage shall extend a minimum of three (3) years after project completion. Not required for Projects without construction.	Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent Contractors. If the insured is using Contractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. SCAG, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

b. Higher Limits: no representation is made that the minimum insurance requirements of this MOU are sufficient to cover the indemnity or other obligations of Sub-Recipient under this MOU.

c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the

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following provisions:

i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials, and employees.

ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials, and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials, and employees.

iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.

e. Any deductibles or self-insured retentions in amounts over $10,000 must be declared to and approved by SCAG.

f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.

g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

h. Sub-Recipient agrees to ensure that its Contractor(s) provide the same minimum insurance coverage and endorsements required of Sub-Recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Contractor(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Contractor(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Contractor(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Contractor(s). This provision is intended solely to

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provide Sub-Recipient with the ability to utilize Contractor(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Contractor(s). Sub-Recipient agrees that upon request, all agreements with Contractor(s) will be submitted to SCAG for review.

14. Indemnification

a. Sub-Recipient assumes all risk of injury to its employees, agents, and contractors, including any loss or damage to property, in connection with this MOU.

b. When the law establishes a professional standard of care, Sub-Recipient shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless SCAG, its members, officers, employees, and agents from all allegations, claims, liabilities, damages, and expenses, including attorney's fees arising out of or related to the Project or this MOU. If Sub-Recipient elects to design and evaluate the Project, Sub-Recipient shall be solely responsible and liable for all design and evaluation activities along with the accuracy and completeness of any design and evaluation deliverables.

c. For all other services, Sub-Recipient shall indemnify, defend, and hold harmless SCAG, its members, officers, employees, and agents from all allegations, claims, liabilities, damages, and expenses, including attorneys' fees, arising out of or related to the Project or this MOU, except to the extent caused by the intentional or willful misconduct of SCAG.

d. Sub-Recipient shall indemnify, defend, and hold harmless SCAG, its members, officers, employees, and agents from any allegations, claims, liabilities, damages, and expenses, including attorneys' fees, arising out of or related to any Intellectual Property or Work Products provided under this MOU that infringes or misappropriates the rights of any third party, including without limitation any patent, copyright, trade secret, or trademark right.

e. These indemnification obligations in this Section are independent of any insurance coverage and are not limited by any insurance policy limits.

15. Disputes

Any dispute will be escalated to the Parties' Project Managers, then senior executives. If unresolved within 30 days, the Parties will participate in meditation within Riverside County before litigation. SCAG's Project Manager may consider any written or verbal evidence submitted by Sub-Recipient. The decision of the SCAG Project Manager, issued in writing, shall be conclusive and binding on the Parties on all questions of fact considered and determined by the Project Manager. Neither the pending of a dispute nor its consideration by the Project Manager will excuse Sub-Recipient from full and timely performance in accordance with the terms of this MOU.

16. Noncompliance

a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to Project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SAF, SCAG may terminate this MOU and require repayment of

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Grant Funds, including all applicable Consultant fees related to the Project.

b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or in the most current fully executed SAF, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

a. Termination for Cancellation or Reduction in Funding. In the event an Awarding Agency terminates or cancels funding to SCAG that supports this MOU, whether in whole or in part, SCAG reserves the unilateral right to terminate this MOU immediately upon written notice to Sub-Recipient. In such event, this MOU shall be deemed terminated and SCAG shall be relieved of any and all obligation under this MOU as of the effective date of the Awarding Agency's termination or cancelation of funding. In the event an Awarding Agency reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient, or terminate this MOU, in whole or in part, upon written notice to Sub-Recipient.

b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Contractor(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Contractor(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.

c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Project and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

a. Subject to longer retention periods in the Funding Requirements, Sub-Recipient and its Contractor(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Project, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Project, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five

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(5) years after termination of this MOU. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

b. Subject to longer retention periods in the Funding Requirements, if any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Contractor(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) termination of this MOU, whichever is later.

19. Monitoring and Audits

a. SCAG may monitor expenditures and activities of Sub-Recipient and its Contractor(s) as SCAG deems necessary to ensure compliance with the MOU and the Funding Requirements of the Awarding Agencies including but not limited to the LAPM, 2 CFR Part 200, and 48 CFR Part 31, as applicable.

b. At any time during the term of this MOU, SCAG, the Awarding Agencies, State or Federal authorities or cognizant agencies, their designees, or any other duly authorized agencies may perform or cause to be performed a financial audit of any and all phases of the Project. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.

c. Sub-Recipient agrees that SCAG, the Awarding Agencies, State or Federal authorities or cognizant agencies, their designees, or any other duly authorized agencies shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished upon request at no cost.

d. If Sub-Recipient elects to design and evaluate the Project, Sub-Recipient may be subjected to additional monitoring during the design and evaluation of the Project.

e. Sub-Recipient agrees to permit SCAG, the Awarding Agencies, State or Federal authorities or cognizant agencies, their designees, or any other duly authorized agencies access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Program Guidelines, the Funding Requirements of the Awarding Agencies, or applicable state and federal laws, rules, and regulations.

f. If there are audit findings from any audit, Sub-Recipient must submit a detailed response acceptable to SCAG for each audit finding within ninety (90) days of the audit finding report.

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21. Compliance with Laws, Rules, and Regulations

Sub-Recipient agrees to comply with all applicable federal and state laws (as set forth in the Funding Requirements) local laws, ordinances, codes and regulations and orders of public authorities as well as all applicable legal authority regarding construction standards.

22. Public Works and Construction

Without limiting the generality of Section 21, Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

a. Labor Code Requirements

i. Sub-Recipient is hereby put on notice that the Project under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.

ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.

iii. If Sub-Recipient or its Contractor(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations ("DIR") in order to be compliant with the law. Neither Sub-Recipient nor its Contractor(s) may work on a public works project without a current and active DIR registration.

iv. In the event that Sub-Recipient or its Contractor(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 et *seq*., Sub-Recipient and its Contractor(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Contractor(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Contractor(s) to comply with the provisions of California Labor Code Sections 1775 *et seq*. Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all

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construction contracts in accordance with the California Public Contract Code and the California Labor Code.

c. All construction contracts for the Project shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Project, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.

d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Project, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements applicable to the Project. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Project.

e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Project and ensure that the Project complies with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

f. Sub-Recipient shall conduct all necessary due diligence for the Project, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, including but not limited to any covenants conditions and restrictions, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Project.

g. Sub-Recipient shall ensure any Contractors or subcontractors are paid in accordance with applicable laws and regulations.

h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.

i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Project after completion. SCAG shall not be responsible for ongoing maintenance of the Project after completion.

23. <u>Conflict of Interest</u>

The Parties shall comply with all applicable Federal and State conflict of interest laws, regulations, and policies.

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24. Independent Contractor

Sub-Recipient and its Contractor(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld, or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

c. All public-facing communications materials relating to this MOU, or its subject matter, shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.

d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

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27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

Section 5 (Funding)
Section 10 (Work Products)
Section 12 (Notices)
Section 13 (Insurance)
Section 14 (Indemnification)
Section 15 (Disputes)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 26 (Release of Information)
Section 31 (Jurisdiction and Venue)
Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Contractor(s), and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Exhibit B (Funding Requirements)
Section 5.e. (Funding – repayment of ineligible costs)
Section 6 (Invoices)
Section 7 (Reporting)
Section 8 (Accounting)
Section 10 (Work Products)
Section 13 (Insurance)

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Section 14 (Indemnification)
Section 18 (Records Retention)
Section 19 (Monitoring and Audits)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)
Section 33 (Standard of Care)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Riverside County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Contractor(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work. If Sub-Recipient elects to design and evaluate the Project, such services shall be performed in accordance with professional standards of care applicable to licensed design professionals in California.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

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35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Project, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Project and to provide such additional information as may be required by SCAG.

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SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-030-26

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By: _____ _____
Cindy Giraldo Date
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ _____
Richard Lam Date
Senior Deputy Legal Counsel

City of Banning ("Sub-Recipient")

By: _____ _____
Elizabeth Gibbs, City Manager Date
City Manager

APPROVED AS TO FORM:

By: _____ _____
John Pinkney, City Attorney Date
Slovak, Baron, Empey, Murphy & Pinkney, LLC

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EXHIBIT A

SCOPE OF WORK & BUDGET

Sub-Recipient:	City of Banning
Project Title:	Banning Two-Way Cycle Track Safety Project
Project Description:	This project will improve safety for people walking and biking between two schools in the city. Quick-build materials will support elements including a one-way couplet around the school to reduce traffic speeds, a designated school drop off and pick up lane, enhanced crosswalks, curb extensions and signage to improve safety for senior citizens, parents, young school children and residents. With these improvements, students will be able to safely bike to and from school in a protected area designated for bicyclists with a physical separation from cars. Project involves installation of street markings and wayfinding with no changes to concrete/asphalt.
Total Grant Funds:	$895,000
Total Amount of Sub-Award:	$895,000

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EXHIBIT B

FUNDING REQUIREMENTS

Sub-Recipient shall comply with all relevant federal, state, and local requirements, including cost principles, procurement standards, and environmental regulations. If a conflict arises between federal and state regulations, laws, or policies, federal law takes precedence and supersedes state law. Similarly, if a state regulation or policy conflicts with applicable federal laws, statutes, or regulations, the federal requirement must be followed. In some cases, the state may impose more stringent standards than federal (i.e. environmental regulations), which is generally allowable, provided they do not directly contradict or frustrate the objectives of the federal legislation.

I. GENERAL FEDERAL REGULATIONS

Sub-Recipient must comply with all applicable federal requirements governing federal assistance, including:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200 and 48 CFR Part 31, including reporting obligations under 2 CFR Part 200, access related to books, records, and facilities for audits under 2 CFR 200.337, and Cash Management Requirements under 2 CFR 200.305
b. Labor and fair employment standards, including requirements related to Disadvantaged Business Enterprises (DBE) under 49 C.F.R. Part 26;
c. Prevailing Wage requirements under 29 CFR Part 3;
d. Environmental Compliance including, as applicable, the National Environmental Policy Act (42 U.S.C. 4321, et seq.), the Clean Air Act (42 U.S.C. 7401, et seq.), and the Clean Water Act (33 U.S.C. 1344);
e. Compliance with drug-free workplaces under 49 CFR Part 32; and
f. All certifications related to:
    1. Non-Discrimination (Title VI of the Civil Rights Act of 1964 and 49 CFR Part 21)
    2. Debarment and Suspension (2 CFR Part 180, Part 1532);
    3. Lobbying Restrictions (2 CFR Part 34; 31 U.S.C. § 1352);
    4. Trafficking Victims Protection Act of 2000 (as amended) compliance;
    5. Prohibition on Covered Telecommunications Equipment (2 CFR §200.216);
    6. Domestic Preferences (2 CFR §200.322); and
    7. Procurement of Recovered Materials (2 CFR §200.323)
g. Sub-Recipient shall require its Contractors to abide by the Federal Requirements set forth here and throughout this MOU.

II. GENERAL PROJECT REQUIREMENTS

a. Procurement. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, as outlined in the most current fully executed SAF, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations. These include the following:
    1. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including, but not limited to, Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation

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(collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager's written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.

2. Sub-Recipient shall be accountable to SCAG and the Awarding Agencies to ensure Contractor's performance. Sub-Recipient's Project Manager shall be responsible for final approval of Contractor's deliverables consistent with the Scope of Work as outlined in the most current fully executed SAF; provided, however, that prior to approving a deliverable from the Contractor, Sub-Recipient's Project Manager shall consult with SCAG's Project Manager.
3. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
4. Sub-Recipient shall not be authorized to direct any additional work by the Contractor or cause any increase in the Contractor costs without SCAG's prior written approval. In the event that Sub-Recipient or its Contractor proposes an amendment to the Contractor's contract which changes the terms of Contractor's contract with Sub-Recipient, including but not limited to, increases the value of the contract amount and/or modifies the Scope of Work, as outlined in the most current fully executed SAF, Sub-Recipient shall notify SCAG's Project Manager in writing prior to execution of such amendment, provide SCAG with copy of the amendment and obtain SCAG's written approval. SCAG may propose an amendment to this MOU, if necessary, consistent with any executed amendments to the Contractor contract.
5. Sub-Recipient shall be accountable to SCAG and the Awarding Agencies to ensure Contractor(s)' performance. Sub-Recipient's Project Manager shall be responsible for final approval of Contractor(s)' deliverables consistent with the Scope of Work as outlined in the most current fully executed SAF; provided, however, that prior to approving a deliverable from the Contractor(s), Sub-Recipient's Project Manager shall consult with SCAG's Project Manager.

b. Licenses. Sub-Recipient agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions, and pay all applicable fees. Sub-Recipient further agrees to immediately notify SCAG in writing of any change in its licensing status which has a material impact on the Sub-Recipient's performance under this MOU.

c. Reporting. Sub-Recipient shall submit reports to SCAG as outlined in Exhibit A Scope of Work, as outlined in the most current fully executed SAF. Unless otherwise stated herein, all reports shall be submitted electronically to the SCAG Project Manager ("SCAG PM") at intervals determined by SCAG PM. If the reports are too large to be attached via email, the reports shall be submitted via a file-sharing site that allows SCAG to access and download the files. SCAG reserves the right to review, comment, and request changes to any report produced as a result of this MOU.

d. No Conflict of Interest. Sub-Recipient, in performing all tasks set forth in Exhibit A Scope of Work, as outlined in the most current fully executed SAF, warrants that it has no business, professional, personal or other interest that would conflict in any manner or degree with the performance of its obligations under this MOU. Sub-Recipient must immediately inform SCAG in writing of any actual or potential conflict of interest arises during the term of this

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MOU. SCAG may, in its sole judgment, terminate this MOU immediately upon written notice to Sub-Recipient.

e. Standards of Performance. Sub-Recipient shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to SCAG's final approval which SCAG will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by SCAG, shall be the responsibility of Sub-Recipient. If Sub-Recipient is deemed by SCAG to have failed the foregoing standards of performance, SCAG may request re-performance.

f. Pass-Through. Sub-Recipient shall require its subrecipients, if any, to abide by the Project Requirements set forth in this MOU.

III. FEDERAL REQUIREMENTS AND CERTIFICATIONS

This MOU is funded, in whole or in part, by an USDOT award to the SCAG. Information on the award may be found at *SS4A FY23 Terms and Conditions,* and made a part herein by this reference. As such, Sub-Recipient shall fully comply with all applicable federal rules, regulations, and requirements, including, but not limited to, the following:

a. Procurement Requirements. As a federal funded project, Sub-Recipient shall conduct all procurements in strict compliance with:
   1. Title 2 Code of Federal Regulations Part 200 (2 CFR Part 200), including Subpart D (Post Federal Award Requirements) and Subpart E (Cost Principles); and
   2.

b. SS4A Requirements. Sub-Recipient, and its subrecipient(s) and Contractor(s), must fully adhere to the SS4A program requirements set forth by USDOT pursuant to the Infrastructure Investment and Jobs Act (IIJA) Section 24112 and align its performance with the specific requirements listed in the "FY 2023 Notice of Funding Opportunity (NOFO) for Safe Streets and Roads for All."

c. Delinquent Tax Liability and Felony Convictions. Sub-Recipient warrants that federal funds will not be used for contracts with corporations having unpaid Federal tax liability or recent felony convictions under the Consolidated Appropriations Act, 2023.

d. Anti-Kickback and Fraud. Sub-Recipient warrants compliance with the Copeland Anti-Kickback Act under 18 U.S.C. 874 and 40 U.S.C. 3145 and Whistleblower Protection under 41 U.S.C. 4712, which prohibits retaliation for disclosing gross mismanagement or violations of law.

e. Banning Text Messaging While Driving**.** Pursuant to Executive Order 13513, Sub-Recipient must adopt policies to prohibit texting while driving on official business.

f. Quarterly Reporting. Sub-Recipient shall comply with the Quarterly Progress Reports requirement submitted in the specific format and with the content described in Exhibit D, which was designed specifically for the SS4A grant program.

g. Debarment and Suspension. Sub-Recipient shall fully comply with 2 CFR Part 180, as supplemented by 2 CFR Part 1532 and Executive Order 12549. Sub-Recipient certifies that neither it, nor any of its Contractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 2 CFR Parts 180 and 1200, by any Federal agency or department and is: not presently excluded or disqualified, as those terms are defined in 2 CFR § 180.110; not convicted within the preceding three years of any of the offenses listed in 2 CFR § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; not presently

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indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR § 180.800(a); or not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Sub-Recipient acknowledges that failing to disclose the information required under 2 CFR § 180.355 may result in the delay or negation of this MOU or pursuance of legal remedies, including suspension and debarment.

h. New Restrictions on Lobbying. Sub-Recipient certifies its compliance with Title 2 CFR Part 34, New Restrictions on Lobbying. No appropriated funds may be expended by the Sub-Recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
i. Trafficking Victims Protection Act of 2000. Sub-Recipient, and any of its subrecipients and Contractor(s) paid with SS4A funds, shall comply with the provisions of the Trafficking Victims Protection Act of 2000 (See 22 USC 7104 et seq.; and specifically 7104(g)).
j. Prohibition On Covered Telecommunications Equipment. Sub-Recipient is prohibited from obligating or expending loan or grant funds to: Procure or obtain covered telecommunications equipment or services; Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services, as those terms are defined in 2 CFR §200.216.
k. Domestic Preferences ("Buy America"). Sub-Recipient must, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as those terms are defined in 2 CFR §200.322.
l. Audit Requirements. During the term of the MOU, and for a period of three (3) years from the date of MOU expiration, and if requested in writing by SCAG, Sub-Recipient shall allow SCAG or the Comptroller General of the United States, their designated representatives and/or the cognizant Federal Audit Agency access during normal business hours to all records and reports related to the work performed under this MOU. Sub-Recipient assumes sole responsibility for reimbursement to USDOT, a sum of money equivalent to the amount of any expenditures disallowed should the Auditing Agencies rule through audit exception or some other appropriate means that expenditures from funds allocated to the Sub-Recipient were not made in compliance with the applicable cost principles as contained in 2 CFR Part 200 Subpart E, or the provisions of this MOU. Through the term of this MOU, and if applicable and if Sub-Recipient expended One Million Dollars ($1,000,000) or more in a fiscal year in Federal Awards, Sub-Recipient shall have a single or program-specific audit conducted in accordance with the requirements of 2 CFR Part 200 Subpart F.
m. Federal Property Disposition Conditions. The disposition of equipment funded in whole or in part with Federal funds, when it is no longer needed for the original project, program, or for other activities currently or previously supported by a Federal agency, must comply with local, state and federal regulations, including 2 CFR § 200.313 as amended. Pursuant to the federal property disposition conditions, Sub-Recipient agrees to report to SCAG, every 2 years after

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the conclusion of the MOU term, information relating to the equipment, until the equipment's fair market value drops below $10,000 or until the equipment is no longer used in accordance with the purpose of this MOU. Information to be reported shall include: the serial number or another identification number, the fair market value at the time of the report, location, use and condition of the equipment. Sub-Recipient shall also notify SCAG within thirty (30) days of the equipment's sale or transfer. The requirements of this provision shall survive the expiration of this MOU.

n. Intellectual Property Rights. The Parties' rights to all intangible property made under this MOU, including copyrights, trademarks, patents, and inventions, shall be in accordance with 2 CFR §200.315 and 37 CFR Part 401, and any applicable federal regulations. In addition, Sub-Recipient agrees to the following:
    1. Rights of Technical Data – The United States Government and SCAG shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by Sub-Recipient under this MOU. Sub-Recipient shall have the right to use technical data for its own benefit.
    2. Copyright – Sub-Recipient agrees to grant the United States Government and SCAG a royalty-free, nonexclusive, irrevocable right to reproduce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this MOU.
o. NEPA Requirements. Sub-Recipient is responsible for ensuring compliance with applicable National Environmental Policy Act (NEPA) requirements, including, as applicable, serving as the implementing agency for environmental approval(s).
p. Nondiscrimination. In the performance of this MOU, Sub-Recipient must not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. Sub-Recipient must comply with the provisions of the Fair Employment & Housing Act (Government Code § 12900 *et seq*.), Title VI of the Federal Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act (42 USC 12101, et seq.), and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. Sub-Recipient must also comply with all applicable Executive Orders, including:
    1. Executive Order 14173 (Ending Illegal Discrimination and Restoring Merit-Based Opportunity).
    2. Executive Order 14224 (English as the Official Language).

    Failure by Sub-Recipient to carry out these nondiscrimination requirements is a material breach of this MOU, which may result in the termination of this MOU or other legally available remedies.
q. Citizenship and Alien Status. Sub-Recipient warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). The Sub-Recipient shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Sub-Recipient shall have a continuing obligation to verify and document the

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continuing employment authorization and authorized alien status of employees performing services under this MOU to ensure continued compliance with all federal statutes and regulations. Notwithstanding the above, Sub-Recipient, in the performance of this MOU, shall not discriminate against any person in violation of 8 USC Section 1324b.

r. Federal Freedom of Information Act. Certain records related to this MOU may be subject to disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Accordingly, nothing in this MOU will be construed to limit the rights of any member of the public under FOIA or to obligate SCAG to withhold records that are otherwise required to be disclosed under applicable law. Sub-Recipient must clearly mark information that it considers proprietary, confidential, or otherwise exempt from disclosure under FOIA at the time of submission. Such markings do not guarantee protection from disclosure.

Scope of Applicability. Failure to expressly identify a Federal law applicable to the Sub-Recipient or to activities under this MOU does not negate its applicability.

[THIS SECTION INTENTIONALLY LEFT BLANK]

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EXHIBIT C

INVOICE SUBMITTAL REQUIREMENTS

SCAG will provide the Sub-Recipient an Invoice Template in Excel file format. The Invoice Template must be used to request reimbursement from SCAG. Detailed submittal instructions for filling out and submitting are provided in the Invoice Template. The Invoice Template may be amended from time to time and does not guarantee that any invoices will be approved or that the Sub-Recipient will receive payment.

A Final Invoice shall be submitted within sixty (60) days of Project completion and must include all remaining eligible costs, proof of payment, and a certification that no additional reimbursement requests will be submitted for this Project.

The Invoice Template will require information and supporting documentation such as, but not limited to:

a. SCAG's "Bill To" information
b. Invoice number specified by the Sub-Recipient. The invoice number must be unique for each invoice submitted;
c. Invoice date;
d. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the MOU Effective Date of the Agreement, or within any previous billing dates;
e. Total amount due for the billing period;
f. MOU Number, SCAG Project/OWP Number, and the MOU Term Date;
g. Project Title;
h. Agency Name, Agency Project Manager Name, and Project Manager Email Address; and
i. SCAG Project Manager Name.
j. Progress report
k. Cost by task and/or cost category
l. Detailed description of Other Direct Charges
m. Proof of payment
n. Timesheets
o. Payroll report/Payroll registers

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EXHIBIT D

REPORT TEMPLATE

Pending Template.

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EXHIBIT E

Annual Title VI Compliance Report

Section 1.01 Instructions for Agency

As a recipient of Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds, the Southern California Association of Governments (SCAG) is required to ensure that all federally funded programs, services, and activities are conducted in compliance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws. These laws prohibit discrimination on the basis of race, color, national origin, sex, age, and disability in federally assisted programs.

SCAG is responsible to monitoring Subrecipients and beneficiaries of FHWA/FTA funds to ensure their compliance with Title VI requirements. As a beneficiary of FHWA funds, your agency is required to implement Title VI policies and procedures to prevent discrimination and ensure equitable service delivery.

The purpose of this Annual Title VI Compliance Report is to document your agency's ongoing compliance with Title VI requirements. This report must be completed and submitted to SCAG within two months of the MOU effective date to demonstrate adherence to federal nondiscrimination obligations.

Failure to comply with Title VI requirements may result in corrective actions, increased monitoring, or suspension of the FHWA funding. If any compliance deficiencies exist, please attach a corrective action plan outlining the steps you will take to achieve compliance.

Section 1.02 General Information

Name of Agency:

Project Name/ Number:

Date of Review:

Reviewer Name & Title:

Section 1.03 Annual Certifications

a. Title VI Policy and Training

Do you have an adopted Title VI Policy?

[ ] Yes. [ ] No*. If no, explain why not.

Do you have a Title VI Coordinator?

[ ] Yes. [ ] No*. If no, explain why not.

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Have you required your employees to receive Title VI training in the last two years?

[ ] Yes. [ ] No*. If no, explain why not.

Is your Title VI Policy publicly available and posted in appropriate locations?

[ ] Yes. [ ] No*. If no, explain why not.

Are Title VI complaints logged, investigated, and resolved appropriately?

[ ] Yes. [ ] No*. If no, explain why not.

b. Public Engagement and Limited English Proficiency (LEP)

Are your public meetings held in accessible locations?

[ ] Yes. [ ] No*. If no, explain why not.

Do you have a LEP plan in place and follow the plan?

[ ] Yes. [ ] No*. If no, explain why not.

Are LEP individuals provided interpretation and translated materials, as needed?

[ ] Yes. [ ] No*. If no, explain why not.

Do your engagement efforts include minority, low-income, and underserved communities?

[ ] Yes. [ ] No*. If no, explain why not.

c. Data Collection and Reporting

Do you collect demographic data on program beneficiaries, as applicable?

[ ] Yes. [ ] No*. If no, explain why not.

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Do you work to identify and address disparities in services or benefits?

[ ] Yes. [ ] No*. If no, explain why not.

d. Complaint Monitoring and Resolution

Is your Title VI complaint process clearly communicated to the public?

[ ] Yes. [ ] No*. If no, explain why not.

Do you track complaints and resolve them within required timeframes?

[ ] Yes. [ ] No*. If no, explain why not.

Have you ensured that no patterns of discrimination were identified in complaint reviews?

[ ] Yes. [ ] No*. If no, explain why not.

Section 1.04 Certification and Signature

By signing below, I certify that the information provided in this report is true and accurate to the best of my knowledge. I acknowledge that failure to comply with Title VI requirements may result in corrective actions, increased monitoring, or suspension of the FHWA funding.

* If any compliance deficiencies exist, I have attached a corrective action plan outlining the steps my agency will take to achieve compliance.

Name:

Title:

Signature:

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EXHIBIT F

SCOPE OF WORK APPROVAL FORM

[**INSERT**]

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**April 8, 2025**
SUBJECT:	**Provide An Update to City Council of an Award of Grant for the Banning Two Way Cycle Track Safety Project, a Quick Build Pilot Study Project Funded by the Southern California Association of Governments**

RECOMMENDATION:

Provide direction to staff to continue to process necessary items for the Banning Two Way Cycle Track Safety Project, a Quick Build Study Project Funded by the Southern California Association of Governments (SCAG)

BACKGROUND:

SCAG Connect SoCal 2024 Sustainable Communities Program (SCP) - Active Transportation and Safety Grant:

SCAG's Sustainable Communities Program (SCP) – Active Transportation and Safety grant provides funding to projects that support active transportation modes (e.g., walking, biking, and transit), improve roadway safety, and achieve the mobility goals, planning policies, strategic investments, and implementation strategies of the Connect SoCal 2024 Regional Transportation Plan/Sustainable Communities Strategy. In 2024, the SCP – Active Transportation and Safety grant funding round awarded $8.2 million in the following project categories:

- Community/Areawide Plans: Active transportation-related plans that benefit disadvantaged communities, per the state's Active Transportation Program guidelines.
- Quick-Build Projects: Interim capital improvement projects that require minor construction activity and use durable, low- to medium-cost materials to pilot and iterate through active transportation and roadway safety project designs with community feedback.

Following the adoption of Connect SoCal every four years, SCAG calls for applications through the SCP to provide local technical assistance in support of Connect SoCal implementation. In July of 2024 a call for applications was announced soliciting applications for active transportation related plans and quick-build projects that was due on September 27, 2024. The SCP – Active Transportation and Safety Cycle 7 regional funds awards $8.2 million in grants with $900,000 being the maximum awarded for quick-build projects. SCAG, along with local and sub-regional partners, evaluated a total of 29 applications (12 for plans and 17 for quick-build projects) and selected 13 projects for funding.

Engineering Division staff and the Grants Manager prepared the SCP Quick-Build grant application in house for an innovative pilot study project shown in Attachment 1, "Banning Two Way Cycle Track Safety project" and submitted it on September 26, 2024. The Deputy Director of Public Works/City

Engineer was notified on January 27, 2025 that the City of Banning's application was competitively scored by a committee and was successful in being awarded the requested grant amount of $895,000, with no City matching funds required. The SCAG Regional Council approved the 2024 SCP Active Transportation and Safety grant award recommended project list on December 5, 2024.

This list of projects recommended for the SCP Grant by the SCAG Regional Council will be bought before the California Transportation Commission (CTC) for approval on June 26th/27th of 2025. Once approved, a City Council Resolution accepting the award is required, which will be bought before the City Council for approval in late summer of 2025. The grant terms and Agreement will be in the form of a Memorandum of Understanding (MOU) between SCAG and the City of Banning, which will be developed by SCAG after the City Council accepts the SCP Grant and put forward before the City Council for approval in late 2025.

Active Transportation Plan:

In 2021, the City of Banning obtained a SCP Active Transportation and Safety grant award to develop the City's first Active Transportation Plan. This extensive plan was developed over the course of almost two years and was adopted by the City Council on June 25, 2024, with the staff report, resolution and presentation shown in Attachment 2.

The final Plan includes a practical implementation strategy with preliminary design schematics and concepts, and data that can be used in grant applications for fifteen (15) priority projects, and six (6) safe routes to schools projects. Additionally, existing conditions, a summary of public outreach and grant funding opportunities are summarized in the Plan and Appendix.

One of the more novel and challenging recommended projects is a separated cycle track along San Gorgonio Ave. that was highlighted and discussed with the Stakeholders Advisory committee throughout the entire project, which included the Banning Unified School District (BUSD), at Open Houses, at Planning Commission, City Council meetings and at public meetings. Much feedback was received from the BUSD, library staff, parents, Banning PD, and residents about the unsafe conditions, due to congested pick up and drop off times, at Nicolet Middle School and Central Elementary School. Attachment 3, Project Map and Description (which is Exhibit 1 and 2 of the SCP grant application) describes the Banning Two Way Cycle Track project.

Separated Bikeways, also called cycle tracks, are on-street bicycle facilities with a physical separation between the bikeway and vehicle travel lanes, usually with flexible posts and buffer zone. The City's ATP developed a state-of-the-art two-way cycle track to loop around Nicolet Middle School and run alongside Central Elementary School. Students will be able to safely bike to and from school in a protected area designated for bicyclists with physical separation from cars. This will narrow the existing vehicle travel lane, naturally slowing down traffic speeds which in turn, increases safety and comfort for people walking, bicycling, and even driving. Additional safety improvements include a one-way couplet around the school to reduce traffic speeds, designation of school drop off and pick up lanes, enhanced crosswalks, curb extensions and signage to improve safety for senior citizens, parents, young school children and residents.

The purpose of the ATP was to provide the City of Banning with a comprehensive document outlining the existing inventory of bicycle and pedestrian infrastructure and travel habits of the community. An analysis of the City's current infrastructure highlights areas of opportunity to be prioritized for future improvements and recommendations are presented within this plan as fifteen (15) priority projects. The ATP guides the development and implementation of active transportation infrastructure programs and policies for the City. Conducting the demonstration/pilot project aligns with this policy.

Community Outreach during the ATP:

As part of the ATP, the consultant prepared a Community Engagement Plan in order to provide outreach activities that included participation from the public and from key stakeholders to ensure the Plan's concepts reflect the community's needs and wishes. The outreach activities engaged local and regional representatives to obtain feedback, provided presentations covering the project background, goals, scope, preliminary and draft concepts, and the final Plan, as the project progressed.

Details of the public outreach efforts during the ATP preparation process are detailed in the staff report for City Council to adopt the ATP in Attachment 2.

Banning Two Way Cycle Track Safety Project:

The one-way couplet with the cycle track around Nicolet Middle School is a distinctive feature of the adopted ATP. This design involves converting two parallel streets into a one-way couplet. This approach can significantly reduce traffic congestion around the school, enhance safety for students during peak hours, and improve traffic flow. By creating a more organized and predictable traffic pattern, the couplet reduces the likelihood of accidents and makes the area more navigable for pedestrians and cyclists.

The proposed project will include hiring a consultant for the following tasks:

- Project Management
- Data Collection of existing conditions in a Report;
- Public Participation/Community Outreach and developing a Public Outreach Plan detailing all of the outreach events and methods and preparing a Report on outreach events, numbers, survey results, and concerns;
- A Technical Advisory Committee and Community Advisory Committee that meets throughout the project;
- Developing project Plans with two design alternatives for one way and two way traffic along San Gorgonio Ave., Plans and Specs for Bidding, and an Implementation Plan
- Collecting Post Installation Data in a Report; and preparing Draft and Final Reports including data evaluations, recommendations, future grant fund opportunities, and final Presentations.

A contractor will be hired to perform the installation. As a quick build project, the work will include roadway striping and installation of plastic delineators. No permanent fixed objects will be constructed or installed as part of the pilot project. The Scope of Work, schematic, and additional reference Exhibits to the SCP Grant application, on page 9 of 14, are listed in Attachment 1 and include a list of detailed tasks and deliverables. These safety improvements will create more opportunities to walk, bike and use transit.

A large part of the project will be Public Participation, whereby a consultant will be hired to perform community outreach before, during and after the demonstration. Surveys will be prepared and tallied to determine the community's reaction, experience and observations to the safety improvements, meetings held monthly with BUSD, Banning PD, EMS, FD and other stakeholders via technical advisory meetings, and a project website and social media posts will solicit comments from the public. Additionally, Town Halls/Open Houses will be held at City Hall, the library and school district (PTA meetings and interviews with students and parents will occur). Pop Ups at each school during drop off and pick up hours will also solicit feedback and provide data. The data of these outreach methods will be analyzed and summarized by the consultant on a monthly basis and shared with the community.

If after installation, the community feedback is against the reconfigured roadway, the pilot study can be removed easily and returned to existing conditions. The duration of the project is expected to be 2 years and 2 months, with the actual demonstration in place for about 6 months. Once the CTC approves the list of SCP grant awards, the MOU with SCAG will be executed, a RFP for a consultant will be developed by Engineering Division staff and SCAG, and solicited in early 2026. SCAG will award the consultant contract and manage the grant management and reimbursement from Caltrans, which is a time savings for City staff. There are no hard costs associated with the SCP grant..

A demonstration and temporary pilot of the Banning Two Way Cycle Track Safety project is an opportunity to install the one-way couplet around San Gorgonio Ave. using temporary paint for lane markings and installing flexible posts for the separated bike lane and curb extensions, and to obtain community and BUSD feedback. No new ground disturbance or construction of new permanent fixed objects (like curbs or asphalt) is necessary, and all work will occur on the existing roadway between the existing curbs.

CEQA Determination:

SCAG is requiring CEQA documentation by April 18, 2025 to advance the grant application. The Director of Community Development has determined that a Notice of Exemption is appropriate for this temporary pilot study.

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment, and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Therefore, in accordance with Section 15301 (c), staff have determined that the Banning Two Way Cycle Track Safety project, a temporary pilot project, is considered categorically exempt from CEQA and a Notice of Exemption has been prepared and will be filed with the Riverside County Clerk.

JUSTIFICATION:

Staff is seeking City Council's concurrence to proceed with the grant award process, and submit the project's Categorical Exemption CEQA determination to SCAG and Caltrans as a condition of the SCP grant. After Caltrans and the CTC obligate the funding, a grant agreement will be brought to City Council for execution after the CTC obligates the funding in June or July of 2025. A grant agreement is anticipated in August or September of 2025 to be brought to Council for authorization.

FISCAL IMPACT:

The City of Banning will pay recording fees with the County of Riverside to file the Notice of Exemption.

The Notice of Exemption was prepared by City Staff. The Banning Two Way Cycle Track Safety project will be paid through a Caltrans ATP Cycle 7 grant that SCAG administers.

ALTERNATIVES:

Direct staff to cease continued efforts to pursue this grant award, and notify SCAG to remove the City of Banning from the awarded projects list, and do not build the two-way cycle track pilot project that is included in the adopted Active Transportation Plan.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Att. 1 SCP Grant Application Submittal, 9.26.24.pdf
2. Att. 2 6.25.24 Staff Report Agenda Packet.pdf
3. Att. 3 SCP Grant Exhibits 1 & 2. Project Map and Description.pdf
4. Draft Notice of Exemption



2024 Sustainable Communities Program Active Transportation and Safety Application Form

Submission Date: Thursday, September 26, 2024

I. GENERAL INFORMATION

A. APPLICATION INFORMATION

If an agency/organization is submitting more than one application, only one application needs to include all the information requested in Questions 1-13.

Additional applications must fill in Question 1 and can leave Questions 2-13 blank if the information is same across all applications.

1. Agency/Organization

City of Banning, Public Works

2. City

Banning

3. County

Riverside

4. Project Manager Name

Nathan Smith, P.E.

5. Project Manager Title

Deputy Director of Public Works/ City Engineer

6. Project Manager Department

Public Works, Engineering

7. Project Manager Email

nsmith@banningca.gov

8. Project Manager Phone

951.922.3130

9. Additional Contact Name

Ann Marie Loconte, P.E.

10. Additional Contact Title

Associate Civil Engineer

11. Additional Contact Department

Public Works, Engineering

12. Additional Contact Email

amloconte@banningca.gov

13. Additional Contact Phone Number

951.922.3130

B. PROJECT INFORMATION

14. Project Name

San Gorgonio Ave. Cycle Track Pilot Project

15. Please provide a short summary of your project that includes the major deliverables (500 character limit)

The City of Banning's first Active Transportation Plan (ATP) developed a state-of-the-art two-way cycle track to loop around one school and run alongside another neighboring school: Nicolet Middle School and Central Elementary School. Students will be able to safely bike to and from school in a protected area designated for bicyclists with a physical separation from cars. This will narrow the existing vehicle travel lane, naturally slowing down traffic speeds which in turn, increases safety and comfort for people walking, bicycling, and even driving. Additional safety improvements include a one way couplet around the school to reduce traffic speeds, a designated school drop off and pick up lane, enhanced crosswalks, curb extensions and signage to improve safety for senior citizens, parents, young school children and residents. The proposed project will include hiring a consultant to perform: project management, data collection of existing conditions (with a Report), Public Participation/Community Outreach and will develop a Public Outreach Plan detailing all of the outreach events and methods and prepare a Report on outreach events, numbers, survey results, concerns, etc., convene a TAC and CAC that meets throughout the project, develop project Plans with two design alternatives, Plans and Specs for Bidding, an Implementation Plan, Post Installation Data collection (with a Report), Draft and Final Reports including data, recommendations and future grant fund opportunities, and final Presentations. A contractor will be hired to perform the installation. Please see the SOW for full detailed tasks and deliverables. These safety improvements will create more opportunities to walk, bike and use transit.

16. Project Duration (Years, Months)

2 years, 2 months

17. Requested Amount

$875,000.00

18. Local Match (Please type N/A if this does not apply.) Please note: A local match is optional and not scored as part of the application. A local match will not increase the competitiveness of the application.

N/A

19. Is your agency submitting multiple applications?

b. No

20. How many applications is your agency submitting?

1

21. What is the priority of this application (e.g. 1, 2, or 3)

1

22. Project Type

Quick-Build

QUICK-BUILD

The 2024 Sustainable Communities Program – Active Transportation and Safety call aims to build and maintain an integrated multimodal transportation network by advancing Connect SoCal 2024 complete streets, transit and multimodal integration, and safety mobility strategies.

A. MOBILITY

1. Describe the challenges and needs for people walking, biking and using other forms of active transportation for the quick-build project area and how those challenges create barriers to an integrated multimodal transportation network.

In Banning (pop. 29,505), a historically underserved community, the existing conditions in many parts of the City, including in the proposed project area, are barriers to active transportation with sidewalk gaps, lack of bicycle and ADA-compliant facilities, and speeding motorized vehicle traffic.

Ramsey Street and San Gorgonio Avenue are significant roadways that provide access to Central Elementary and Nicolet Middle Schools, the community and Senior center, churches, the municipal swimming pool, Repplier Park, the only library, the neighborhood grocery store, Banning Civic Center, Police Station, Post Office, and County Courthouse (see Exhibit 1). These roadways are used to access important local destinations, which underscores the need for active transportation facilities that safely and comfortably accommodate non-motorized forms of travel along these car-oriented corridors. While developing its 2023 Downtown Revitalization Complete Streets Plan and the 2024 City of Banning Active Transportation Plan, the City analyzed its roadways and engaged disadvantaged community (DAC) members to identify and prioritize the best streets to improve with active transportation facilities in order to address the community's needs. The proposed Project is directly informed by the City's Complete Streets and Active Transportation Plans.

The following Plans were used to develop these Plans:
- 2024 City of Banning Active Transportation Plan
- 2023 Banning Downtown Revitalization and Complete Streets Plan
- 2022 Banning Local Road Safety Plan (LRSP) established by the California Department of Transportation (Caltrans) in alignment with the California Strategic Highway Safety Plan (SHSP)
- City of Banning General Plan 2013 Circulation Element Amendment
- 2018 Western Riverside County of Government (WRCOG) Active Transportation Plan
- City of Banning Long Range Transportation Plan
- County of Riverside Climate Action Plan

The City of Banning's Active Transportation Plan is included in its MPO's current regional transportation plan. The Southern California Association of Governments' (SCAG's) 2024-2050 Regional Transportation Plan/Sustainable Communities Strategy lists Banning's Active Transportation Plan (page 70) as one of its Sustainable Communities Program Projects Approved since 2020, with this SCP grant that we are now applying for a Quick Build Grant.

The proposed project will create safer conditions for students, handicapped, senior residents, and families with wider, more connected walkways and designated bikeways separated from motorized vehicle traffic on San Gorgonio Avenue. The City will install sidewalk curb extensions with flex posts and paint at intersections to reduce the roadway width and force vehicles to slow down when turning. Pedestrians on the curb extensions and crossing the street will be more visible. The extensions shorten the crossing distance making it safer and more convenient to navigate intersections. This design forces slower driving in narrower passages thereby improving pedestrian/cyclist safety.

Based on 301 surveys received, public comments at several workshops and Pop Ups held during the City's

recent Complete Streets Plan and ATP public outreach in 2022 through 2024, there are a number of barriers and challenges that prevent residents from using active transportation. These include road safety, narrow roadways with priority given to vehicles, sidewalk gaps, unsafe driver behavior, and lack of ease in reaching a destination or activity at the community facilities along San Gorgonio Ave and Ramsey St. or bus stops within the area. Road safety concerns and unsafe behavior can be attributed to:

- Motorist violations: Driving at high speeds reduces the time a driver has to notice, recognize, and react to pedestrians and cyclists. Higher speeds also increase stopping distances. There is speeding along San Gorgonio Ave, the main street in this project. Turing part of it into a one way couplet, installing high visibility cross walks and curb extension and have a designated class IV cycle track will help to drastically reduce the speed of cars travelling in the area, particularly around the two schools.
- Pedestrian violations: Pedestrian violations on roadways may include jaywalking, crossing streets outside of designated crosswalks, and ignoring traffic signs and signals. These behaviors increase the risk of accidents, as pedestrians may unexpectedly enter vehicle paths. Such violations stem from inadequate pedestrian infrastructure, making it difficult for pedestrians to navigate safely. Improving walkways, crosswalks, and having a one way couplet around the school and a designated school pick up and drop off lane will reduce these violations by providing safer, more accessible routes for pedestrians. Insufficient or unclear signage indicating pedestrian crossings and bike routes can lead to confusion and missed cues for drivers
- Violating right-of-way: Violating right-of-way on streets occurs when drivers, pedestrians, or cyclists fail to yield as required, leading to dangerous conflicts. This includes drivers not yielding to pedestrians at crosswalks, cyclists ignoring traffic signs and signals, and pedestrians crossing against signs and signals. Such violations disrupt the orderly flow of traffic, increasing the risk of accidents and injuries. Clear signage, more visible crossings, and improved active transportation infrastructure will help ensure that all road users understand and respect right-of-way rules, enhancing safety and efficiency on the streets.

The proposed project will remove right-of-way conflicts and confusion by removing pedestrians and bicyclists from roadways and separating them from motorized vehicles. Additionally, improved pavement markings and crossing facilities will help define spaces for pedestrians, bicyclists, and motor vehicles and encourage safer crossing behaviors. New bike lanes, crosswalks, and high-visibility intersections improve pedestrian safety by providing clear, designated spaces for walking and cycling. These features reduce the likelihood of pedestrians jaywalking or crossing unsafely by offering convenient, visible, and accessible pathways. Enhanced infrastructure encourages compliance with traffic laws, as pedestrians feel safer using designated crossings. Additionally, high-visibility intersections increase driver awareness, further reducing the risk of accidents and promoting a safer, more orderly flow of foot and bike traffic. In areas where cars, bikes, and pedestrians share the road without clear separation, it can be difficult for drivers to anticipate the movements of non-motorized users.
This design reduces the risk of collisions and creates a more secure environment for cyclists, encouraging more residents to use bicycles for daily commutes and recreational activities. In Southern California, where such infrastructure is relatively new, these enhancements set a precedent for other cities to follow, promoting healthier lifestyles and reducing traffic congestion.

The Project includes active transportation access to public transit/bus stops. This integration with public transit makes it easier for people to combine active transportation and transit for their journeys. The Project enhances existing transit routes to civic and government facilities and services. Additionally, the City's transit system leads to buses that travel to nearby Beaumont and Cabazon. If residents felt more comfortable walking or biking to the main bus stops along San Gorgonio Ave and Ramsey St., they would utilize the larger San Gorgonio Pass transit network and integrate with other transit agencies' networks.

2. Which of the following goals of the 2024 Sustainable Communities Program - Active Transportation and Safety call will the proposed quick-build project support?

Improve mobility across the region, especially for children, and older adults, and people walking, biking, riding transit/rail, and using other forms of active transportation.

Strategically invest in communities most harmed by traffic injuries and fatalities, which include the historically disinvested communities that comprise the majority of the Regional High Injury Network (Refer to application resources for more information).

Support a more resilient transportation network, especially in anticipation of the large-scale events hosted by the region.

Support local efforts to increase competitiveness for state and federal funding.

2i. Please describe how the proposed quick-build will meet the described challenges and needs identified in Question 1 and support implementation of the selected 2024 Sustainable Communities Program - Active Transportation and Safety goals.

The project will accomplish all of the SCP ATS goals. The City is committed to creating transformational multimodal facilities that benefit all residents and visitors. Current infrastructure hinders safe pedestrian and cyclist travel with barriers caused by missing sidewalk, narrow walkways, lack of designated bike lanes, limited visibility and crossings, and high-speed vehicle traffic.

Project Benefits for Students and Families
The Project benefits non-motorized travelers of varying abilities. The Project prioritizes active transportation improvements around Central Elementary and Nicolet Middle Schools, totaling over 1,750 students. By improving walkways and bikeways with greater separation from vehicles, the Project will provide safer access to schools for students and families. Improvements will reduce traffic congestion during peak school hours when long car lines form on First Street and San Gorgonio Avenue. The proposed Class IV cycle track along San Gorgonio Avenue, featuring a protective vehicle barrier, will boost confidence and accessibility for young students, while the high visibility crosswalks and narrow road crossings will benefit wheelchair users and those with limited mobility to use the facilities.

The community also requested active transportation improvements to increase physical activity. Despite being below state averages, significant portions of Banning's population, according to 2018 California Health Interview Survey, are diagnosed with conditions like asthma (13.4%), diabetes (8.5%), and heart disease (7.9%). Promoting healthy habits in childhood minimizes risk of chronic diseases in adulthood. For students, walking or biking to school daily can fulfill the American Academy of Pediatrics' recommended 60 minutes of physical activity for children ages 6 to 17. With average walking times of 15-20 minutes per mile, walking to school could provide over 50% of this recommendation, improving overall health in Banning.

Project Benefits for Seniors
Seniors (age 65+) comprise 27.6% of residents, the largest Banning age bracket. The Project meets seniors' active transportation needs, as evidenced by their 29% participation the Active Transportation Plan survey. Seniors requested street lighting, signaled pedestrian crossings, protected or painted bike lanes, and better walkability to the Community and Senior Center located at the north end of the Project area along San Gorgonio Avenue. Infrastructure features such as curb extensions for shorter crossings, ramps, and well-marked crossings enhance accessibility and minimize hazards. Improving active transportation conditions facilitates safer travel to the Senior Center, fostering connections, reducing social isolation, and improving health, which is crucial as seniors drive less and rely more on active transportation as they age.

Local Health Concerns
Banning's California Healthy Places Index (HPI) score, developed by the Public Health Alliance of Southern California to predict life expectancy, is 11.6%—indicating the City is only healthier than 11.6% of other California cities. This low score is influenced by several factors.

The vast majority of Banning, and certainly within the project limits, is a disadvantaged community. The SCAG's High Injury Network, shown in Exhibit 2, leads into and out of San Gorgonio Ave, which is in the east side of town. This area has historically been neglected with less parks, amenities and public improvement

made within it. A fatal pedestrian collision along George St., just east of the project and other four other vehicle and pedestrian severe injuries occurred, per Figures 2-4 and 2-8 of the 2022 LRSP, shown as Exhibit 3, within this historically underserved community.

Due to limited connectivity and multimodal options, the Banning community heavily relies on cars for daily travel to essential services and schools. The proposed active transportation improvements will connect the community to key destinations along San Gorgonio Ave. (two schools, one and only community and senior center, Repplier Park and Aquatic Center, City Hall, the Police Department, Banning library, a neighborhood grocery store, several shops and businesses shown in Exhibit 1) to Ramsey Street, with many stores and attractors, providing more inclusive transportation infrastructure for all residents. Some intersections lack clearly marked crosswalks or any pedestrian crossing infrastructure, forcing pedestrians to navigate through vehicle traffic.

Responses from the community at several workshops and in the surveys (301 were collected) from the 2024 ATP Plan funded by a SCP Grant from SCAG indicated that seniors and residents are reluctant to take the bus due to the difficulty in accessing the stops through the unsafe traffic conditions. There are seven bus stops along San Gorgonio Ave that lead to other buses, including to the neighboring cities, including Beaumont and Cabazon. Improving accessibility and safety with the project improvements could increase use of the local transportation network.

Because the City has limited resources, grants are needed to implement active transportation strategies that will improve the health of the residents. If this demonstration project is funded, it will provide crucial data that can be used to pursue other long term permanent construction from state and federal grants and place the City in a competitive status for these grants.

B. SAFETY BENEFIT

3. Describe the quick-build project area's history of pedestrian and bicycle crashes and any other safety concerns that this plan will address. Provide data to support this description. If the quick-build project will direct people biking and walking away from dangerous areas, data from nearby locations/corridors may be used. Potential sources of crash history and safety concerns include the Statewide Integrated Traffic Records System, Transportation Injury Mapping System, Office of Traffic Safety Crash Rankings, Regional High Injury Network, and/or local data sources (e.g. Crossroads, 311 requests, etc.) - Refer to application resources page

Based on extensive community outreach, several challenges have been identified regarding road safety: unsafe motorist behavior, improper turning, cars violating the pedestrian right of way, difficulty (low ease of accessibility) for residents to reach bus stops with heavy traffic and the lack of visible crosswalks.

During school pick up and drop off hours, Banning Unified School District (Banning USD), Banning PD, Fire, EMS, residents, library staff, community center staff and students have commented on how dangerous the project area is. Feedback was received during public meetings, a community pop up outside the schools and via surveys completed during the Local Roadway Safety Plan (LRSP completed in Sept. of 2022) and during the ATP development (ATP just completed in June of 2024 with a SCAG SCP grant).

Currently, the streets are two-way traffic, do not have any RRFBs or lighted crosswalks for safe crossing, and do not have designated lanes for drop off/pick up of students. Cars are double and triple parked and drop off students in the middle of the street. Near misses have been reported by the Banning USD. This creates a safety challenge for students, walkers, bikers and motorists trying to navigate the congested roads.

SCAG's High Injury Network from 2022, shown in Exhibit 2, show several areas shown on the project map; Ramsey St and San Gorgonio Ave, and San Gorgonio Ave and West Livingston (within the project limits) and just east of the project, George St and Alessandro, as being high injury corridors. Changing the street to a one way, with a designated two-way protected cycle track, creating a school drop off zone, installing safety

improvements such a visible crosswalks, curb extensions and signage will greatly enhance the safety of students.

Data from January 1, 2017 through December 31, 2021 was used to query the Statewide Integrated Traffic Records System along with the Transportation Injury Mapping System (TIMS) and is listed in the LRSP and used in the ATP. From the LRSP, Figure 2-4 City Fatalities and Severe collisions and Figure 2-8, Pedestrian Collisions by Severity are included as Exhibit 3 and shown in the project area on Exhibit 2, are nearby bicycle collisions along with crash hot spots.

Within a quarter mile radius of the school, walking distance for many students in this disadvantaged area, there has been: 1 bike collision, 5 pedestrian collisions and 1 pedestrian fatality. Just outside of the ¼ mile several more pedestrian collisions have occurred. Central Elementary school is the largest in Banning with 783 students and Nicolet Middle School has a population of 975 students.

The one-way couplet around Nicolet Middle School is another distinctive feature of the Project. This design involves converting two parallel streets into one-way roads that move traffic in opposite directions. This approach can significantly reduce traffic congestion around the school, enhance safety for students during peak hours, and improve traffic flow. By creating a more organized and predictable traffic pattern, the couplet reduces the likelihood of accidents and makes the area more navigable for pedestrians and cyclists.

4. Explain how the quick-build project's approach, elements and materials respond to the identified safety concern(s). What are the intended safety outcomes and how will the outcomes be measured/evaluated? As part of your response, include references to the relevant parts of the scope of work and initial project layout (e.g. conceptual plan)

The proposed project will address the safety concerns of residents and students by providing a state-of-the-art two-way cycle track to loop around one school and run alongside another neighboring school: Central Elementary School and Nicolet Middle School. Students will be able to safely bike to and from school in a protected area (using flexible posts) designated for bicyclists with a physical separation from cars. This along with curb extensions will narrow the existing vehicle travel lane, naturally slowing down traffic speeds which in turn, increases safety and comfort for people walking, bicycling, and even driving. Additionally, a dedicated drop off/pick up lane will significantly improve safety and prevent a backup of cars into the crosswalks and surrounding streets, the schematic is shown as Exhibit 4. The San Gorgonio Ave loop will change the parallel streets to a one-way couplet. If the community does not like the one-way streets, a two way traffic San Gorgonio Ave can be implemented. At a minimum, these two designs will be included in the engineering consultant's Scope of Work. The material used are flexible, such as paint and flexible posts for the cycle track, that can be changed/removed fairly easily based on the safety outcomes or public response. These both will be measured qualitatively and quantitively and analyzed by Engineering staff as described below.

Lastly, new painted enhanced crosswalks and signage will ensure pedestrians and cyclists, and handicapped residents can confidently cross streets after school, in particular students from Central Elementary and Nicolet Middle School, to the community attractors on the west side of San Gorgonio Ave (public library, community center, aquatic center and the elementary school). There are seven (7) City bus stops along San Gorgonio Ave. and Alessandro St., and about a dozen within the route of improvements in the project area that would improve the ease of accessibility from the safety improvements. In summary the following improvements will address the safety and accessibility concerns voiced by the public: separated protected bike lane, one-way couplets, enhanced crosswalks, curb extensions and signage and a designated school pickup/drop off lane.

Banning analyzed the deficiencies during its Active Transportation Planning process, and considered ways to slow traffic, expand space for people walking and bicycling, and provide a safer walking environment. In alignment with the Plan shaped by the public, this project will increase connectivity and safety with improved bike lanes, pavement markers, high visible crosswalks, and signs. The proposed project will address residents' concerns and remove barriers by:

Enhancing Safety: Protected Bike lanes provide dedicated spaces for bicyclists, reducing the risk of conflicts with motor vehicles. Traffic calming features will slow traffic by reducing road space for cars and encouraging slower driving speeds. Improved crosswalks and intersections that prioritize bicyclists and pedestrians will make streets safer for all users and less stressful for active transportation users.

Improving Accessibility: Well-designed bike lanes and roads create a connected network that allows people to travel safely and conveniently throughout Downtown without relying on motorized transport. New infrastructure will have inclusive designs to be accessible for all users, including those with disabilities, improving mobility options for everyone.

A large part of the project will be Public Participation, whereby a consultant will be hired to perform community outreach before, during and after the demonstration. Surveys will be prepared and tallied to determine the community's reaction, experience and observations to the safety improvements, meetings held monthly with Banning USD, Banning PD, EMS, FD and other stakeholders via technical advisory meetings, a project website and social media posts will solicit comments from the public. Additionally, Town Halls/Open Houses will be held at City Hall, the library and school distract (PTA meetings and interviews with students and parents will occur). Pop Ups at each school during drop off and pick up hours will also solicit feedback and provide data. The data of these outreach methods will be analyzed and summarized by the consultant on a monthly basis and shared with the community.

Quantitative data will be measured, collected, analyzed and tallied by the civil engineering firm hired to perform the Design and Engagement work. Task 2. Existing Conditions and Analysis Report, and Task 6. Evaluation and Report, in the Scope of Work will include collecting data such as vehicle counts and speed on the surrounding roads and with the project limits, bicycle and pedestrian counts/usage, collision data, violations issued by the PD, data from the Fire and EMS, school district and other important data will be collected as suggested by the engineering firm. This will be done prior to the project being implemented for baseline purposes, and after the project has been implemented for 6 months, and shared with the community and Engineering staff to learn what safety measures should remain and what should be enhanced or changed. Reviewing and evaluating the data will ensure that the anticipated outcomes of safer roads (lower speeds and number of cars) and more active transportation (increased pedestrian and bicycle counts) occurred due to the project's implementation. Public input through surveys and input are included as data for these Tasks.

4i. Attach scope of work, schedule, budget, and initial project layout (conceptual plan) here

Exhibit 3. 2022 LRSP Figs. 2.... .pdf	Exhibit 4. Schematic of Cycle ....pdf
307_Exhibit 5. Cal Env Score ... .pdf	Exhibits 1. and 2. Project Ma... .pdf
Final, 24-0010-scp-ats-budge....xlsx	Final, 24-0010-scp-ats-scope....xlsx

C. PUBLIC HEALTH

5. Describe how your project will address local public health concerns and disparities. Also describe additional co-benefits connected to public health, such as urban greening and cooling, placemaking, and improving livability. Potential sources for understanding and describing public health concerns and disparities include the Healthy Places Index, the California Health Interview Survey, local data, and/or public health-related metrics from CalEnviroScreen, the Climate and Economic Justice Screening Tool, or U.S. Department of Transportation Equitable Transportation Community Explorer (Refer to application resources page)

One of the important goals of the City's Two-Way Cycle Track Safety project is to provide a new active transportation option to improve public health and quality of life benefits for all residents. Exhibit 5 shows the project area's Cal Environ score and Healthy Places Index (HPI) for reference.

Local Health Concerns

Banning's California Healthy Places Index (HPI) score is 11.6%; this indicates the City is only healthier than 11.6% of other California cities. (See Attachment: Healthy Places Index-HPI). This low score is influenced by several factors, including:

- Transportation: Only 2.27% of workers in Banning (16 years and older) commute by transit, walking, or bicycling. Active commuting offers physical activity, provides transportation options for carless individuals, encourages social cohesion, and reduces climate impact and air pollution.
- Economic Conditions: In Banning, 21% of residents live below poverty. Research indicates that economic opportunity strongly predicts good health and health disparities for people in or near poverty.
- Neighborhood Conditions: Only 2% of Banning's land has a tree canopy (weighted by the number of people per acre). Trees provide shading and cooling, mitigate GHG emissions, reduce stress, and promote health, wellness, and physical activity.

The Cycle Track project aims to tackle health concerns highlighted by the HPI by providing a designated, barrier-separated bike lane to promote biking instead of vehicle travel within the Project area. The Project also addresses health disparities by creating opportunities for physical activity, providing a safe transportation option for those without a car, reducing emissions of air pollutants and greenhouse gases by reducing Vehicle Miles Traveled (VMT), and by providing direct access to amenities and large green spaces including Repplier Park.

According to 2021-2022 California Health Interview Survey (CHIS) data, significant portions of Banning's population are diagnosed with conditions like asthma (15.2%), diabetes (12.7%), and heart disease (10.4%). Promoting healthy habits in childhood minimizes risk of chronic diseases in adulthood. For the 2,904 students attending Central Elementary, Nicolet Middle and Banning High Schools, biking to and from school via the new Two-Way Cycle Track daily can fulfill the American Academy of Pediatrics' recommended 60 minutes of physical activity for children ages 6 to 17.

Making cycling safer, less stressful and more attractive, the Cycle Track will encourage more people to engage in physical activity, which can lead to improved public health outcomes and decrease health disparities. Increased cycling can lead to fewer cars on the road, reducing air pollution and contributing to a cleaner environment – especially important in this community that suffers the burdens of high instance of asthma and cardiovascular disease.

Quality of Life

Lower income families in poor areas are especially vulnerable to transportation insecurity, and often walking or biking are necessary to get to a job, store, or school. By creating designated, separated bicycle lanes, the

Project will positively impact residents who use a bicycle as their primary mode of transportation. The Cycle Track will provide connectivity to destinations within the Project area such as the Banning Library, Banning City Hall, Banning Community Center and Senior Center, Repplier Park and Aquatic Center, as shown on Exhibit 1. This will greatly improve accessibility, safety and quality of life for residents, creating a more livable community. The Project will also encourage the use of public transit as many people who use public transportation cycle to or from stops and stations.

Through the SCAG-funded Active Transportation Plan public outreach process conducted October 2022 thru March 2023, the greater Banning Community was able to collaboratively determine and prioritize what active transportation and safety improvements were needed in the City. For biking, the top five preferences were: separated bike paths, protected or painted bike lanes, street lighting, bike parking, and a bikeshare program. The participants also requested active transportation improvements to increase physical activity. The Two-Way Cycle Track Safety Project is a direct result of this Community placemaking effort.
The project will reduce traffic congestion near the two schools, lowers carbon emissions, and promotes healthier lifestyles. As a visible commitment to sustainable infrastructure, the bike lane can attract support for further active transportation projects. Additional benefits include:

Promoted Health and Well Being: By making walking and cycling safer, less stressful, and more attractive, these facilities will encourage more people to engage in physical activity, which can lead to improved public health outcomes and decrease health disparities. Increased walking and cycling can lead to fewer cars on the road, reducing air pollution and contributing to a cleaner environment – especially important in this community that suffers the burdens of high instance of asthma and cardiovascular disease.

Environmental Sustainability: Promoting cycling and walking helps reduce reliance on fossil fuels, contributing to lower greenhouse gas emissions. The Project includes native plantings for shade, cooling, and green spaces, which improve urban biodiversity and aesthetics.

D. DISADVANTAGED COMMUNITIES

Quick-build projects **are not** required to be located in a Priority Equity Community or disadvantaged community. However, the 2024 Sustainable Community Program – Active Transportation and Safety call will strategically invest in communities most harmed by traffic injuries and fatalities, which include the historically disinvested communities comprising the majority of the Regional High Injury Network. Proposed quick-build projects not located in a Priority Equity Community or disadvantaged community are still encouraged to apply, because the proposed project may still benefit priority equity or disadvantaged communities.

6. Is the project area in a Priority Equity Community (PEC) or in a disadvantaged community as identified in the state's Active Transportation Program guidelines? See pages 11-13 of the state's 2025 Active Transportation Program guidelines for definitions of each disadvantaged community(Refer to application resources page).

Yes

6i. Which disadvantaged community definition applies to the project area?

CalEnviroScreen

6ii. Upload a screenshot of a map identifying the project and its relationship to a PEC or equivalent disadvantaged community.

Exhibit 5. Cal Env Score and … .pdf

7. Explain how the quick-build project will directly benefit a Priority Equity Community or other measure of a disadvantaged community and ensure those with the greatest need are not negatively impacted by this project.

The entire Project area is designated as a DAC based on median household income as well as CalEnviro Screen 4.0 data and National School Lunch free and reduced lunch data. Banning is a historically underserved community nestled between more affluent areas, such as the Palm Springs resort area to the east and areas of greater means to the west. Banning's DAC residents will have direct access to the Project as the bikeways and improvements that will be constructed in the Project area are immediately adjacent to the disadvantaged neighborhoods of these Census Tracts. Many residents in and near the Project area do not own vehicles and walking is their only mode of transportation to access schools, City amenities, and City bus stops. The Project will also increase connectivity to local transit at seven existing bus stops in the Project Area. Exhibit 5 shows the Cal Environ Score and HPI index for the project area.

The proposed Project provides active transportation improvements that will benefit the students and families that attend Central Elementary School and Nicolet Middle School. According to the Unduplicated Student Poverty – Free or Reduced -Price Meal Data for 2022-2023, 89.0% of Central Elementary (enrollment 783) and 89.6% of Nicolet Middle (enrollment 975) are eligible for free or reduced-price meals. The Project will serve these disadvantaged students and families. In Banning, 21% of residents live below poverty. Research indicates that economic opportunity strongly predicts good health and health disparities for people in or near poverty.

The protected bike lane, curb extensions and improved visibility of crosswalks provides a safe, direct route for cyclists and pedestrians, encouraging more people to choose biking or walking over driving. Additionally, a dedicated drop off/pick up lane will prevent idling cars and traffic backups. This reduces traffic congestion, lowers carbon emissions, and promotes healthier lifestyles. The project will not have any negative impacts on the community.

As a visible commitment to sustainable infrastructure, the bike lane can attract support for further active transportation projects. The success of the bike lane can spur additional investments in similar projects, such as expanding bike lanes, adding bike-sharing stations, and improving pedestrian pathways. Future capital and maintenance projects can build on this foundation, progressively creating a comprehensive, city-wide network by 'chasing the pavers' and installing bike facilities on surrounding roads after paving or slurry maintenance projects. This network will enhance mobility, improve public health, and contribute to a greener, more connected City.

E. PUBLIC PARTICIPATION

8. Which of the following goals of the Sustainable Communities Program will the community engagement component of the propose plan support (Refer to application resources page)?

Provide needed resources for local jurisdictions to advance the goals outlined in the four pillars of Connect SoCal 2024: mobility, communities, environment and economy.

Promote racial equity grounded in the recognition of the past and current harms of systemic racism and advance restorative justice.

Integrate the region's development pattern and transportation network to improve air quality, reduce greenhouse gas emissions and enable more sustainable energy and water use.

Prioritize the most vulnerable populations and communities subject to climate hazards to help the people, places and infrastructure most at risk for climate change impacts. In doing so, recognize that disadvantaged communities are often overburdened.

Increase the region's competitiveness for federal and state funds, including the California Active Transportation Program and Greenhouse Gas Reduction Funds.

i. Please describe how stakeholders will be engaged equitably in the development of the plan in line with the Sustainable Communities Program goals as outlined above. Identify community/plan area-specific engagement challenges and describe the intended outreach approach and strategies to maximize accessibility.

The City has a Public Information Officer to assist with public outreach and recognizes the challenges in reaching the community which include adults that work during the day, need childcare, speak Spanish as their primary language, and don't have access to remote meetings. The philosophy of public outreach is to meet people where they are. With this in mind, Open Houses and meetings will be held during different times of the day, various weekdays and weekend days, and in different venues. Outreach and presentations will occur during PTA meetings in the schools, events/clubs at the library (so families can attend with their children), at the community center, City Hall, Chambers of Commerce, HOA meetings, and community events such as Market Night and family holiday events held within the City (Halloween, concerts at the park during the summer, holiday parties, etc.).

Meetings at City Hall can be attended in person or via Zoom and are recorded so they can be accessed and are shown on the City tv network after it occurs during the week. These meetings will be used to inform the public and obtain their feedback before, during and after the project design and demonstration phases, where students, residents, and visitors can learn about and experience the new infrastructure firsthand, which will further enhance awareness and engagement.
Additionally, the City will install informative signage around the new infrastructure and collaborate with local media to run features highlighting the benefits and safety aspects of active transportation. The City will also engage business owners in the Project areas to receive their ongoing feedback about the active transportation changes and slower traffic in the project area.

Additional outreach materials in English and Spanish include social media, handing out surveys, advertisements of meetings and the project website to residents on City buses, during Pop Ups outside the schools during pickup and drop off times, information booths at community events, a utility bill insert, and City Council workshops. By leveraging these diverse channels, the City will effectively communicate the advantages of active transportation, such as improved safety, health benefits, and reduced traffic congestion, thereby encouraging widespread adoption and support.

Previous Public Outreach helped to shape this Project:
On May 23, 2023, City officials met with Banning Unified School District (BUSD) staff to learn more about existing active transportation challenges around schools and discuss solutions. The BUSD expressed safety concerns for students commuting to and from school, emphasizing needs for safer crossings, completed sidewalks, and reduced vehicle speeds. While officials felt improved active transportation facilities would encourage multimodal commuting, families need to feel that active transportation is a safe alternative. Wider walkways, protected bikeways, and enhanced lighting for pre- and post-school commuting would improve safety. BUSD recommended prioritizing challenges at Central Elementary School, Nicolet Middle School, Banning High School, and Hemmerling Elementary School, recommending a fully-separated two-way cycle

track around Nicolet Middle School and south to Banning High School, and improvements on First Street near the busy Ramsey Street intersection.

Subsequentially, the BUSD attended the nine Stakeholder Advisory Group (SAG) meetings, along with students, and the final Plan meeting at the Banning Library on March 20, 2024.

The City received 250 responses to its 2023 Downtown Revitalization Complete Streets Plan public survey and 301 responses to its 2024 Active Transportation Plan survey. City residents provided the following reasons for using or not using active transportation:

"I use active transportation because I am in a wheelchair."
– Four-month Banning resident
"It is too unsafe to ride a bike because we don't have bike paths, etc."
– Shelby's Mom, Banning resident

If the City is awarded this quick build project, a similar approach will be taken to ensure the residents, students, community, and especially the Banning Unified School District (BUSD) will be heard. The BUSD is in full support of this project.

F. COST EFFECTIVENESS

9. What existing tools or templates will be integrated into the quick build project? Examples of existing tools and templates include the SCAG/statewide Active Transportation Database, Safe Routes to School Evaluation Surveys and Worksheets, U.C. Berkeley SafeTREC Street Story, and templates from existing efforts relevant to the proposed project (Please refer to application resources page).

The UC Berkeley SafeTREC Street Story community engagement platform is a free resource that can be utilized very well for this project. Throughout this demonstration project, residents, children over 13, school staff, and others can use it to anonymously report on crashes, near misses, general hazards and safety concerns. This is critically important as data collected by the consultant may not catch all of these elements and this provides City Engineering staff a forum to see what the community sees and feels. The City will use it to gather qualitative information that will be used in addition to the quantitative data collected by the consultant.

The NATCO design standards, Urban Biking design chapter, were used in the 2024 ATP just completed with a SCAG SCP grant and for the preliminary engineering drawings included in the ATP that will be a basis for the final drawings used by the selected engineering design firm. Additionally the consultant can utilize the SRTS Guide for the evaluation phase, using their surveys and worksheets to save funds. Lastly, the SCAG Statewide Active Transportation Database does not include any information from Banning. If the City is successful in obtaining this grant, we can include this in the SCAG database.

G. COMMITMENTS, PARTNERSHIPS, AND LEVERAGING

10. Provde three letters of support from key stakeholders for your project, including but not limited to agencies, schools, non-profits and/or community-based organizations.

Four Letters of Support.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**June 25, 2024**
SUBJECT:	**Consideration of Resolution 2024-111, Adopting the Banning Active Transportation Plan (ATP)**

RECOMMENDATION:

Adopt Resolution 2024-111.

BACKGROUND:

In 2019, the City of Banning embarked on a project to add bike lanes throughout the City. However, a comprehensive ATP is needed to guide active transportation decisions affecting local streets and roads, sidewalks, ADA compliance, school routes and business corridors and improve transportation infrastructure for pedestrians and bicyclists.

Active Transportation Plan

On March 31, 2022, SCAG staff released a Request for Proposals (RFP) No. 22-050 for the project through the electronic bidding system "PlanetBids" and directly to SCAG's Solicitation Management System website. In response to these efforts, forty-four (44) firms downloaded the RFP, and three (3) proposals were received. The RFP included: a detailed Consultant Scope of Services/Tasks, submittal requirements, and a description of the evaluation criteria and selection process for the RFP. The Proposal Review Committee (PRC) consisted of four staff members: two from SCAG, one from the City of Lynwood and one from the City of Banning's Engineering Division of the Public Works Department. The PRC evaluated each proposal in accordance with the criteria set forth in the RFP and conducted the selection process in a manner consistent with all applicable federal and state contracting regulations. After evaluating the proposals, the PRC interviewed all three (3) offerors. The highest ranked consultant was KTUA and SGAC approved Contract No. 22-050-C01 in an amount not-to-exceed $448,056, with KTUA, to develop one comprehensive Active Transportation Plan (ATP) for the City of Banning among other projects administered by SCAG with this award. This project was entirely funded by SCAG.

JUSTIFICATION:

The purpose of this project is to create a comprehensive citywide Active Transportation Plan. While the planning effort was comprehensive and evaluated bike/pedestrian infrastructure citywide, there are specific focus areas of concern. These include school routes, crash and injury hot spots, and the eastern portion of town that lacks infrastructure to support walking and biking. The Consultant identified and created maps for proposed pedestrian and bicycle facilities and non-infrastructure programs based on community, stakeholder, and stakeholder advisory committee feedback. The planning process identified improvements for active transportation, safe routes to schools, and ADA compliance including sidewalks, roadway safety improvements (high visibility crosswalks, markings, speed cushions/tables) and Class I,

II, III and IV bicycle facilities/routes.

Through stakeholder workshops and evaluation of current conditions, the assessment phase of planning resulted in a better understanding of where critical barriers to mobility and infrastructure gaps exist. The draft Plan includes a practical implementation strategy with preliminary design schematics and concepts, and data that can be used in grant applications for fifteen (15) priority projects, including six (6) safe routes to schools projects. Additionally, existing conditions, public outreach and grant funding opportunities are summarized in the Plan. The Consultant coordinated with City staff to create an extensive and effective public participation approach engaging the community with proven approaches for finding consensus amongst stakeholders, which is essential to public policy development and long-term implementation of the Plan. All residents of Banning were encouraged to attend community meetings.

The purpose of this ATP is to provide the City of Banning with a comprehensive document outlining the existing inventory of bicycle and pedestrian infrastructure and travel habits of the community. An analysis of the City's current infrastructure highlights areas of opportunity to be prioritized for future improvements and recommendations are presented within this plan as fifteen (15) priority projects. This ATP will guide the development and implementation of active transportation infrastructure programs and policies for the City.

The consultant prepared a Community Engagement Plan in order to provide outreach activities that included participation from the public and from key stakeholders to ensure the Plan's concepts reflect the community's needs and wishes. The outreach activities engaged local and regional representatives to obtain feedback, provided presentations covering the project background, goals, scope, preliminary and draft concepts, and the final Plan, as the project progressed.

The purpose of project stakeholders' meetings was to advise key stakeholders of the goals of the project, and keep them informed on the project progress, while also allowing the stakeholders to provide input on the Plan and concepts. Nine (9) project Stakeholder Advisory Group (SAG) meetings occurred with the final meeting held on April 29, 2024. Additional outreach activities, including three (3) community events, a project website, surveys, and social media posts are included. In total, the following activities have been completed:

- October 27, 2022 Engagement Day
    - Community pop-ups at Banning High School, Nicolet Middle School, and Central Elementary School
    - Banning Civic Center Open House
- April 15, 2023 Disaster Expo, presentation boards soliciting community feedback
- May 5, 2023 Market Night, Kit of Parts demonstration of five infrastructure elements
- November 7, 2023 ATP Plan Update and Public Outreach:
    - Sun Lakes HOA presentation
    - Banning Civic Center Open House
- March 19, 2024 Community Workshop/Open House at Banning Public Library
- May 7, 2024 Sun Lakes HOA Presentation #2
- Nine bimonthly Stakeholder Advisory Group (SAG) Meetings
- Public Surveys and Project Website
- Presentation of the Draft ATP
- May 1, 2024 Planning Commission Workshop
- Meeting May 7, 2024 Second Sun Lakes HOA presentation

The Planning Commission presentation led to a discussion about Nicolet Middle School and the cycle track, regarding the merits of a one way versus a two way traffic cycle track. The Sun Lakes presentation led to a discussion regarding parking along Sun Lakes Boulevard.

The item was presented to City Council at a workshop session at 4:00 PM on June 11, 2025 where a summary of the project was provided, comments received during the presentations to other bodies, and questions from council were answered. The Final Draft is included as attachment to this agenda item and will be posted on the City's website under the Engineering section.

FISCAL IMPACT:

The consultant contract for the ATP project is being paid through a Caltrans ATP Cycle 5 grant that SCAG administers. There were no hard costs to the City of Banning for this project.

ALTERNATIVES:

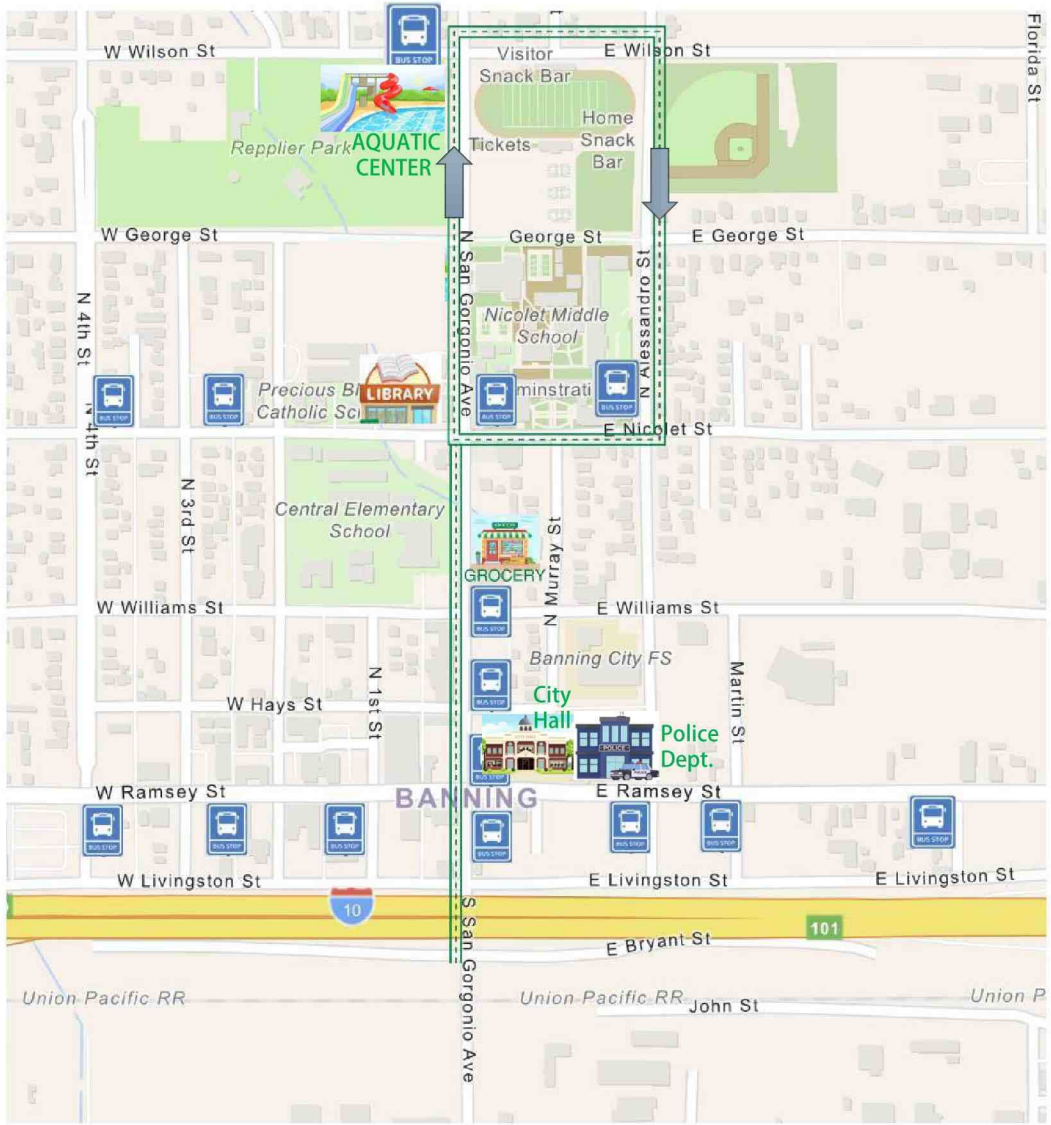
1. Adopt Resolution 2024-111 as recommended.
2. Adopt Resolution 2024-111 with modifications.
3. Do not adopt Resolution 2024-111 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-111, ATP.docx
2. DRAFT_Banning_ATP_042524.pdf
3. DRAFT_Banning_ATP_Appendix_042324.pdf

City of Banning San Gorgonio Ave. Cycle Track Pilot Project

EXHIBIT 1





Existing Condition

Alesandro Ave Looking South



Proposed Condition

Alesandro Ave Looking South

LEGEND

BUS STOP

2 WAY CYCLE TRACK

Proposed Project and Improvements

The City of Banning's first Active Transportation Plan (ATP) developed a state-of-the-art two-way cycle track to loop around one school and run alongside another neighboring school: Nicolet Middle School and Central Elementary School. Students will be able to safely bike to and from school in a protected area designated for bicyclists with a physical separation from cars. This will narrow the existing vehicle travel lane, naturally slowing down traffic speeds which in turn, increases safety and comfort for people walking, bicycling, and even driving. Additional safety improvements include a one way couplet around the school to reduce traffic speeds, a designated school drop off and pick up lane, enhanced crosswalks, curb extensions and signage to improve safety for senior citizens, parents, young school children and residents. In addition to the two schools, there are numerous attractors in the immediate area including the Banning Library, Senior and Community Center, Repplier Park and Aquatic Center, City Hall, the Police Dept., Post Office, County Courthouse and neighborhood supermarket. These safety improvements will create more opportunities to walk, bike and use transit.

Bicycle Facilities with Safety in mind

Separated Bikeways

Separated Bikeways, sometimes called cycle tracks, are on-street bi-cycle facilities with a physical separation between the bikeway and vehicle travel lanes usually with flexible posts and buffer zone.

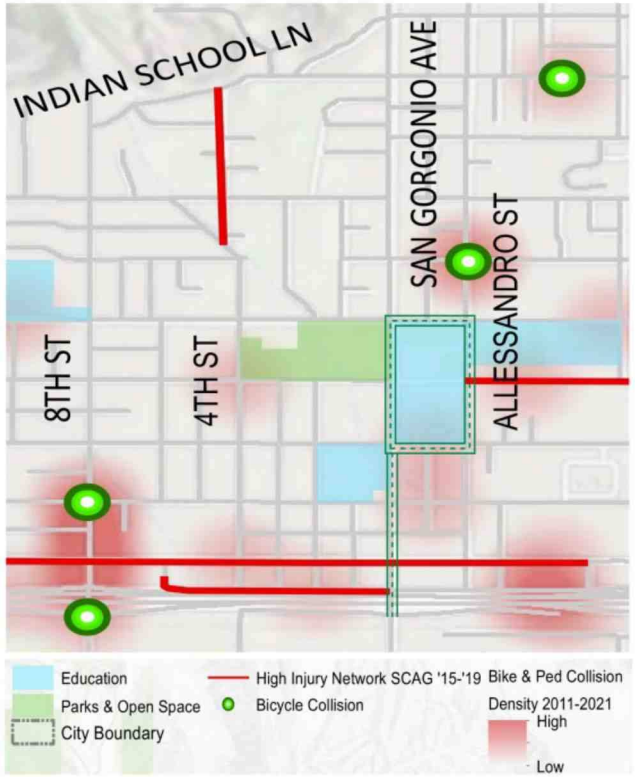
Shared Lane Markings ("Sharrows")

The shared lane marking is commonly used where parking is allowed adjacent to the travel lane. Many cities install sharrows over a green background to enhance visibility.

Edge Lane Roads

An edge lane roads, sometimes referred to as advisory bike lanes, is a preferred space for bicyclists and motorists to operate on narrow streets that would otherwise be a shared roadway. Roads with edge lane roads accommodate low to moderate volumes of two-way motor vehicle traffic and provide a safer space for bicyclists with little or no widening of the paved roadway surface. Due to their reduced cross section requirements, edge lane roads have the potential to open up more roadways to accommodate comfortable bicycle travel.

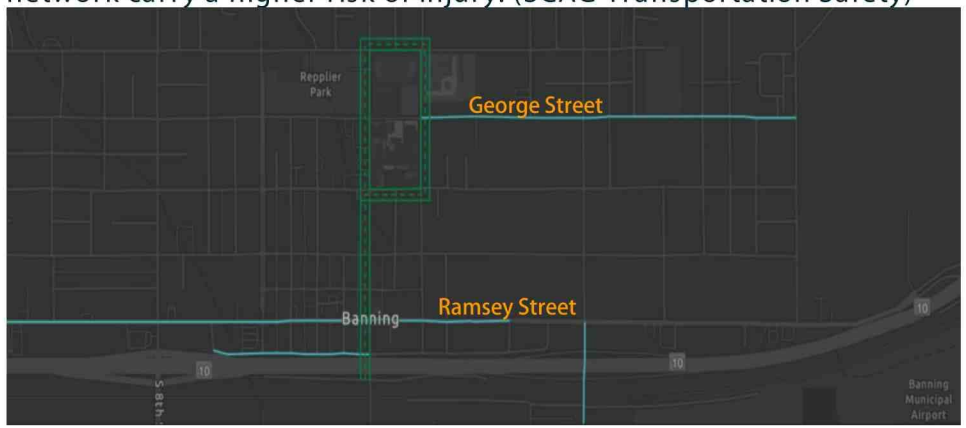




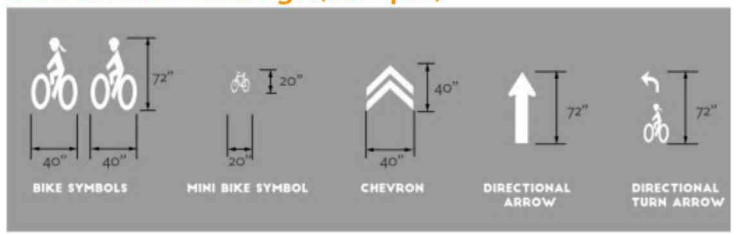
Collision Vicinity Map with Hot Spots in Red

High Injury Networks

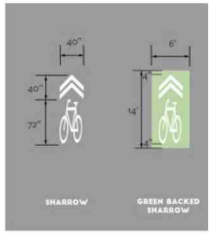
(HINs) are one of many strategies for local agencies to begin addressing traffic fatalities and serious injuries. HINs identify stretches of roadways where the highest concentrations of collisions resulting in fatal or serious injuries occur on the transportation network. An HIN is not an assessment of whether a street or location is dangerous; instead, an HIN suggests which corridors within a transportation network carry a higher risk of injury. (SCAG Transportation Safety)



Directional Markings (Sample)



Shared Lane (Sample)



Collision Analysis (See Collision Vicinity Map)

Collision analysis in this report is based on 2011 to 2021 bicycle collision data downloaded from the University of Berkeley's Transportation Injury Mapping System (TIMS), which is supported by the City's Local Road Safety Plan (LRSP). TIMS data is based on the California Highway Patrol's (CHP) Statewide Integrated Traffic Records Systems (SWITRS).

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
4080 Lemon Street, First Floor
Riverside, CA 92501

From: (Public Agency): City of Banning
99 E. Ramsey Street
Banning, CA 92220
(Address)

Project Title: Banning Two Way Cycle Track Safety Project

Project Applicant: City of Banning

Project Location - Specific:

San Gorgonio Ave, E Wilson St, Alessandro St, Nicolet St

Project Location - City: San Gorgonio Ave Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
Pilot project includes temporary signage and roadway striping for two-way cycle track to loop around one school and run alongside another neighboring school: Nicolet Middle School and Central Elementary School. Roadways include San Gorgonio Ave, E Wilson St, Alessandro St, Nicolet St.

Name of Public Agency Approving Project: City of Banning

Name of Person or Agency Carrying Out Project: Nathan Smith, PE City Engineer

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301 Existing Facilities
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The project will include minor alterations to existing roadway facilities. All work will be within the existing city's right of way.

Lead Agency Contact Person: David Newell, CD Director Area Code/Telephone/Extension: 951-955-3131

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: Community Dev Director

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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: **August 25, 2026**

SUBJECT: **Compliance with Assembly Bill 2561/Government Code Section 3502.3 regarding vacancies, recruitment and retention efforts**

STAFF RECOMMENDATION:

Conduct a public hearing on workforce vacancies, recruitment, and retention efforts in accordance with Assembly Bill 2561

BACKGROUND:

This report is provided in compliance with California State Assembly Bill (AB) 2561, approved on September 22, 2024, which added §3502.3 to the Government Code. This law requires public agencies to present the status of their vacancies in a public hearing before their governing body at least once per fiscal year. The presentation must be made before the adoption of a final budget for the fiscal year. Additional obligations may apply if the vacancy rate in a bargaining unit meets or exceeds 20%.

JUSTIFICATION:

This report is provided in accordance with Government Code §3502.3. As stated previously, if job vacancies within a single bargaining unit reach or exceed 20% of the authorized full-time positions, the City must, at the request of recognized employee organizations, present certain information at a public hearing, including: (1) the total number of vacancies within the bargaining unit; (2) the number of applicants; (3) the average number of days to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code §3502.3(c).)

Workforce Overview:
As of June 30, 2026, the City has 230 full-time equivalent (FTE) budgeted positions and 7 are elected or appointed officials. Of the remaining 223 FTE's 90% are represented by bargaining groups. The City's overall vacancy rate was 15%. Vacancy rates are calculated as follows: Vacancy Rate (%) = (Number of Vacant Positions in an employee group / Total Number of Authorized Positions) X 100. The following table summarizes the City's vacancy rate by employee group as of June 30, 2026.

Represented Employee Groups	FTE's Budgeted	Vacancies as of June 30, 2026	Vacancy Rate

IBEW General Unit	78	13	17%
IBEW Utility Unit	51	2	3.9%
Banning Police Officers Association (BPOA)	35	6	17%
Banning Police Management Association (BPMA)	5	2	40%
Teamsters Local 1932	35	2	5.7%
Unrepresented Employee Groups			
Executive Contracts	7	1	14%
Confidential/Non-rep	12	2	17%
TOTAL: (Note- Seasonal and Part-time (non-represented were not included)	223	27	12%

Vacancies within the City arise from a range of factors including retirement, internal promotions, resignations, and terminations.

Recruitment and Retention

The City of Banning employs a competitive, merit-based recruitment process that balances thoroughness with efficiency. This process involves strategic job postings across multiple channels, including the City's website, GovernmentJobs.com, LinkedIn, and free professional job boards such as those offered by the Municipal Management Association of Southern California (MMASC). For more targeted or hard-to-fill positions, Human Resources collaborates with department hiring managers to allocate funding for postings on specialized or additional job websites. The recruitment process involves several key steps:

- A two-tier application screening process to verify minimum qualifications and identify top candidates.
- Structured panel interviews with subject matter experts, using standardized evaluation criteria.
- Final interviews with hiring managers to assess departmental fit and compatibility with the City's work culture.
- Comprehensive background and reference checks before extending offers.
- A 6 to 12-month probationary period for new hires.

Employees transition from at-will to regular status after completing probation and then receive appropriate due process protections.

The City recognizes that competitive compensation is a crucial tool for attracting and retaining high-quality employees. Consistent with common municipal compensation practices, the City's approach to employee compensation is guided by principles including:

- Public Accountability

- Affordability
- Flexibility
- Legality
- Competitiveness
- Internal Relationships
- Ability to Pay
- Compensation Studies

However, these principles must currently be applied within the context of the City's declared fiscal emergency. The City's Ability to Pay and Affordability have been fundamentally constrained by the budgetary shortfall, requiring the City Council to consider the proposed workforce reduction as a necessary measure to restore fiscal sustainability. Difficult decisions regarding staffing levels are unavoidable given the severity of the City's financial position, and the City must prioritize its long-term solvency alongside its obligations to its workforce.

Even amid these constraints, the City continues to face challenges filling certain vacant positions, particularly specialized utility, engineering, and public safety classifications, due to competition from neighboring jurisdictions and utilities, a limited regional applicant pool, and the technical nature of several classifications. These recruitment and retention challenges are shared by public and private employers throughout the Inland Empire and are not unique to Banning; however, the current fiscal emergency has heightened their impact, as reduced staffing capacity places greater pressure on remaining employees to maintain core service levels. Staff recognizes that remaining as competitive as fiscally responsible is important with respect to compensation, working conditions, and workplace culture, and will continue to balance these considerations against the City's immediate need for financial stability.

The Human Resources Department will continue to monitor the City's fiscal recovery and evaluate opportunities to responsibly support and, where feasible, rebuild the City's workforce as conditions allow, while ensuring that any workforce actions taken are consistent with the requirements of AB 2561 and the City's obligations to its employees and the community it serves.

FISCAL IMPACT:

There is no fiscal impact associated with this update.

ATTACHMENTS:

1. column_affidavit_g4uiYdW8U80VtEUgSrRG.pdf

Record Gazette
Your Community. Your Newspaper.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Record Gazette

218 N. Murray St., Banning, CA 92220

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

City of Banning NPH AB 2561

State of New Jersey, County of Camden, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am a citizen of the United States, I am over the age of eighteen years, and not party or interested in the above entitled matter. I am the Agent 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:

Publication Dates:
- Aug 14, 2026

Notice ID: g4uiYdW8U80VtEUgSrRG
Notice Name: City of Banning NPH AB 2561
Publication Fee: $119.29

Anjana Bhadoriya

Agent

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION
State of New Jersey
County of Camden

Signed or attested before me on this: 08/18/2026

Notary Public
Notarized remotely online using communication technology via Proof.

CITY OF BANNING
NOTICE OF PUBLIC HEARING
AB 2561 EMPLOYEE VACANCIES AND RECRUITMENT AND RETENTION EFFORTS

NOTICE IS HEREBY GIVEN that lha City Council of the City of Banning. California will hold a public hearing at its meeting of August 25, 2026. The City Council meeting begins at 5:00 p.m.in the Council Chambers at City Hall, 99 E. Ramsey Street, Banning, CA 92220. You *may* watch the meeting online at https://banninglive.viebit.com/ You may participate through Zoom by following the link on the cover page of the meeting agenda. Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing. Agendas are available at least 72 hours in advance of the meeting online: https://www.banningca.gov/906/Agendas-and-Minutes---2024-to-Present

Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or by letter to the City Clerk's Office, PO Box 998. Banning, CA 92220. 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.

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

Dated: August 6, 2026
Published: August 14, 2026

Published Record Gazette
Published
Record Gazette
August 14, 2026

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Matthew Bassi, Interim Community Development Director**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Urgency Ordinance No. 1625 - Establishing a Moratorium on Cannabis Cultivation Warehouses, Manufacturing and Testing**

STAFF RECOMMENDATION:

Staff recommends the City Council adopt ORDINANCE NO. 1625 an Interim Urgency Ordinance of the City Council of the City of Banning, California, adopting and imposing a temporary moratorium on the submittal and approval of licenses, permits, approvals, or other entitlements for use, including any modification thereof for marijuana cultivation, marijuana cultivation activities, cultivation facilities, manufacturing facilities, testing laboratory facilities, distribution facilities or cannabis microbusiness

BACKGROUND:

The City's current cannabis regulations for industrial properties (which include indoor cultivation, manufacturing, testing laboratory, distribution facility and micro business) was adopted by Council on July 10, 2018 via Ordinance No. 1523. The cannabis regulations for commercial properties (which only include cannabis storefront retailers) was adopted by Council a few months later on November 13, 2018 via Ordinance No. 1531. All cannabis uses require approval of a Conditional Use Permit by the Planning Commission and City Council as outlined in Chapter 17.12, Table 17.12.020 of the BMC. Each retail or industrial cannabis business is also required to obtain a State Cannabis License approved and issued by the State Licensing Authority before they can begin operations in the City.

[Note: Cannabis retailers are not affected by the moratorium]

There are currently three (3) cannabis retailers operating storefront businesses in the City. As Council knows, the Zoning Code limits the amount of retail cannabis businesses to one (1) business per 10,000 population. All three cannabis retailers are located on Ramsey Street in the commercial zoning district, and each has received approval of a Conditional Use Permit. In addition, there are four (4) cannabis cultivation businesses (i.e., "indoor grows") and one (1) industrial cannabis manufacturer located in the industrial zones. Each business has an active Conditional Use Permit approved by the City Council between December 2020 and September 2025, but only two (2) businesses are currently operating. Staff has prepared a summary memo outlining the business names and locations of each business (refer to Attach 4 for details).

The idea of establishing a city-wide moratorium on cannabis cultivation warehouses was brought forward by Councilmember Barrington at the December 9, 2025 meeting. Council member Barrington asked that a future agenda item be brought forward for Council discussion regarding a possible cannabis moratorium. At the City Council meeting of July 14, 2026, Staff prepared a briefing report for Council

consideration that outlined two (2) options Council could take in regards to a city-wide cannabis moratorium (refer to Attachment 2 for report packet). After discussing these options, Council unanimously voted to direct Staff to prepare an urgency ordinance for adoption establishing a city-wide moratorium on cannabis cultivation warehouses. Thus, this urgency ordinance covers manufacturing and testing, distribution and microbusinesses – but not retail cannabis operations.

JUSTIFICATION:

Analysis:
California Government Code section 65858 provides statutory authority for interim ordinances prohibiting uses that may conflict with a contemplated general plan, specific plan or zoning proposal that the city is studying or plans to study. An interim ordinance, commonly called a moratorium, imposes temporary land use controls based on a documented, current and immediate threat to public health, safety, and welfare. An interim ordinance protects and promotes the planning process by prohibiting the introduction of potentially nonconforming land uses that could defeat or impair a later adopted general plan or zoning ordinance. Procedurally, such an ordinance may be adopted initially without a public hearing following a 4/5 vote of the legislative body (staff's recommendation). The initial moratorium lasts for 45 days. After notice and a public hearing, the ordinance may be extended, again with a 4/5 vote, for an additional 10 months and 15 days. No more than two extensions may be adopted. The City Council cannot adopt or extend any interim ordinance unless the ordinance contains a finding that there is a current and immediate threat to the public health, safety or welfare, and that the approval of applicable land use entitlements would result in that threat to public health, safety or welfare. Ten (10) days prior to the expiration of such an ordinance or any extension, a written report is to be issued describing the measures taken to alleviate the condition that led to the adoption of the ordinance.

Urgency Ordinance No. 1625 (Attachment 1) requested by Council establishes the immediate 45-day moratorium on the submittal and approval of licenses, permits, or other entitlements for use, including any modification thereof for marijuana cultivation, marijuana cultivation activities, cultivation facilities, manufacturing facilities, testing laboratory facilities, distribution facilities or cannabis microbusinesses. However, it does not prohibit applications for cannabis retail operations. The primary purpose of the moratorium is twofold: 1) it stops new cannabis CUP's from being submitted; and 2) it allows time for the City to decide how best to address the cannabis issue and move forward with a future code amendment to better regulate cannabis businesses in the City.

As it is unlikely that Staff can prepare a municipal code amendment in the next 45-days, state law allows the City Council the ability to extend the moratorium for additional 10 months and 15 days by adopting a 2nd ordinance within the first 45-days. It is Staff's intent to bring a 2nd Ordinance to Council for adoption at the September 22, 2026 Council meeting. Adoption of both ordinances will create a 1-year long moratorium for Staff to prepare a permanent code amendment to address the cannabis issues outlined in the urgency ordinance. The permanent code amendment will need Planning Commission review with a recommendation to the City Council.

The urgency ordinance is written to prohibit new cannabis licenses and conditional use permit applications for all cannabis business types while the moratorium is in effect together with the issuance of new building permits that would permit the build-out and development of an approved cannabis license and conditional use permit where no building permit had been previously issued. The urgency ordinance excludes retail cannabis businesses, the renewal or transfer of existing cannabis licenses, except where the transfer is to a new location without an approved conditional use permit or where the transfer proposes an amendment or modification to an approved conditional use permit, such as for an expansion or a change in use. It also excludes the issuance of building permits to existing cannabis businesses with an approved cannabis license and conditional use permit where the building permit does not involve the build-out or expansion of the use but rather pertains to the ordinary use and maintenance of the business.

CEQA Determination:
The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) in that (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of this Ordinance will have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; rather it prevents changes in the environment pending the completion of the contemplated Municipal Code review.

Summary:
The attached urgency ordinance provides what the Council directed Staff to bring forward, and as noted, adoption of Ordinance No. 1625 will go into effect immediately.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Attach 1 - Urgency Ordinance 1625-Final.docx
2. Attach 2 - Cannabis Briefing CC Rept [7-14-26].pdf

ORDINANCE NO. 1625

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING AND IMPOSING A TEMPORARY MORATORIUM ON THE SUBMITTAL AND APPROVAL OF LICENSES, PERMITS, APPROVALS, OR OTHER ENTITLEMENTS FOR USE, INCLUDING ANY MODIFICATION THEREOF FOR MARIJUANA CULTIVATION, MARIJUANA CULTIVATION ACTIVITIES, CULTIVATION FACILITIES, MANUFACTURING FACILITIES, TESTING LABORATORY FACILITIES, DISTRIBUTION FACILITIES OR CANNABIS MICROBUSINESS

WHEREAS, the City of Banning works to encourage economic development by encouraging development that provides significant tax revenue to the City and that provides significant employment opportunities for City residents taking into consideration the health, safety and welfare of the public; and

WHEREAS, the City of Banning has attempted to balance various land uses taking into account the public health, safety and welfare to accomplish these goals; and

WHEREAS, the City Council adopted the following ordinances: Ordinance No. 1523, July 10, 2018; Ordinance 1531, November 13, 2018; Ordinance 1539, January 1, 2019; Ordinance 1542, April 23, 2019; Ordinance 1565, July 14, 2020; Ordinance 1577, September 28, 2021 establishing a set of regulations allowing cannabis cultivation, manufacturing, retail sales, distribution and other operations within the City which are codified in Chapters 5.33 (Cannabis Retailer Regulatory Permits), 5.34 (Marijuana Cultivation), 5.35 (Cannabis Regulatory Permits), 17.53 (Cannabis Conditional Use Permits), 17.54, ("Cannabis Retailer Conditional Use Permits") (collectively "**Cannabis Regulations**"). The Cannabis Regulations were created to provide the public with a clear understanding of the process for obtaining City approval to operate a Commercial cannabis activity, Cannabis business, Cannabis microbusiness, Cannabis retail operations, as defined in the Cannabis Regulations, within the City; and

WHEREAS, the Banning Municipal Code provides for the regulation and licensing of cannabis business throughout the City under the Cannabis Regulations in conformance with applicable state and local laws and; and

WHEREAS, the Cannabis Regulations are as authorized by section 26200 of the California Business and Professions Code, designed to minimize negative impacts on the City and neighboring uses, and to promote the health, safety, morals, and general welfare of residents and businesses within the City; and

WHEREAS, the City currently has four (4) cannabis cultivation businesses with four (4) licenses comprised of four (4) operating businesses; and

WHEREAS, beginning in January 2025, the City began experiencing a high number of cannabis cultivation odor complaints. Between January 1, 2025, and July 30, 2026, the City received a total of 10 complaints regarding odor emanating from cannabis cultivation warehouses. The City has issued approximately 11 code enforcement citations during the same period. These complaints frequently cite the interference with the use and enjoyment of their property; and

WHEREAS, the above-mentioned complaints concerning cannabis odors were reported to the City with a large number of complaints occurring in the industrial zoning districts; and

WHEREAS, despite City staff's efforts to manage the complaints through additional inspections, and specific actions by cannabis businesses to mitigate odors, the City has seen an increase in the number of cannabis odor complaints; and

WHEREAS, despite actions to mitigate odor including filters, the City has continued to receive cannabis odor complaints related to these businesses; and

WHEREAS, the City is therefore concerned about the efficacy of the existing regulatory framework in preventing/minimizing cannabis odors emanating from the City's cannabis businesses and is concerned about the impact of such odors upon sensitive receptors (e.g., residential properties, schools, community centers, places of worship) and the effect thereof upon the public health, safety and welfare; and

WHEREAS, collectively, the cumulative volume of complaints citing the interference with the use and enjoyment of property and the limited effect actions to date have had in mitigating these complaints necessitate a review of the City's cannabis regulations, with particular emphasis on zoning, odor control, and enforcement.; and

WHEREAS, given the number of cannabis odor complaints, the City desires to review the Cannabis Regulations (including, without limitation, zoning designations, building construction standards, odor mitigation requirements, enforcement mechanisms, and other cannabis regulations) to ensure that odors from cannabis businesses are effectively mitigated and cannabis businesses located in the appropriate zones with appropriate buffers and distance requirements from certain uses (e.g., parks, day care centers, youth center, schools); and

WHEREAS, therefore, the City desires to study and analyze the Cannabis Regulations outlined in the Banning Municipal Code to ensure that they are up to date and effectively regulate industrial cannabis businesses in the City.

WHEREAS, the City views retail cannabis business as an important current and future source of revenue to the City that do not create significant odor for neighboring properties.

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

SECTION 1. FINDINGS

The City Council finds and determines the following:

(a) The recitals set forth above are hereby adopted as findings of the City Council.

(b) Based upon the findings set forth above and all oral and written testimony and reports presented by members of the public and City staff to the City, the continuous approval, establishment, and operation of cannabis businesses in the limited areas where they are permitted in the City poses an immediate threat to the public health, safety and welfare because it will potentially increase cannabis odors within the City such that it could create a public nuisance and negatively impact the City's residents, such as their quality of life, and, in particular, negatively impact the City's certain uses (e.g., parks, day care centers, youth center, schools). Therefore, the immediate threat of the impact of cannabis odors upon the City's residents and certain uses (e.g., parks, day care centers, youth center, schools) within the City justifies adoption of an interim urgency moratorium ordinance; and

(c) In order to allow the City appropriate time to study the impacts of cannabis businesses and to adopt, if necessary, amendments to the Cannabis Regulations so as to ensure that the Cannabis Regulations are up to date and effectively regulate cannabis businesses, a temporary moratorium on the approval of new cannabis businesses must be enacted.

SECTION 2. MORATORIUM

Pursuant to the authority granted to the City Council by California Government Code Section 65858 to protect the health, safety and general welfare of the residents of the City of Banning, and based upon the findings set forth above and all oral and written testimony and reports presented by members of the public and City staff the City Council hereby enacts as an interim urgency measure a moratorium to take effect immediately upon the adoption of this Ordinance as follows:

(a) Definitions. Except as otherwise provided herein, all terms used in this Ordinance shall have the same definitions as provided for in the Cannabis Regulations.

(b) Moratorium. Beginning on the effective date of this Ordinance, no licenses, permits, approvals, or other entitlements for grading, building, improvements, and/or use including, but not limited to conditional use permits, shall be accepted for filing, approved or issued for a cannabis business under the Banning Municipal Code including but not limited to Chapter 5.34 (MARIJUANA CULTIVATION), 5.35 (CANNABIS REGULATORY PERMITS) or Chapter 17.53 (CANNABIS CONDITIONAL USE PERMITS).

(c) For purposes of this ordinance “Cannabis Business” shall mean a cultivation facility, a manufacturing facility, testing laboratory facility, distribution facility, or a cannabis microbusiness as those terms are defined in Banning Municipal Code Section 5.35.010 or Beaumont Municipal Code 17.54.010. In addition, no modification to any existing Conditional Use Permit, Regulatory Permit or Building Permit for any existing cannabis business shall be accepted for filing or approved, including, without limitation, to the following:

(i) Modifications that will result in an increase, intensification or expansion in the use or operations, or the square-footage utilized for a cannabis business ("Increase in Operations"). An increase in sales volume based on increased demand and not on an Increase in Operations is not considered to be an Increase in Operations.

(ii) Modifications to change the location of a cannabis business.

(c) Exemptions. The following shall be exempt from the moratorium provided in this Ordinance:

(i) Any licenses, permits, approvals, or other entitlements including conditional use permits for the retail sale of cannabis products as defined in BMC 5.35.010 or 17.53.

(ii) Any modification to an existing Permit solely for the purposes of changing ownership of a cannabis business provided that such modification shall not result in an Increase in Operations or a change in location of the cannabis business.

(iii) Any Permit or modification thereof that that does not result in the Increase in Operations of the cannabis business, such as expansions to administrative office space, minor tenant improvements, and repairs.

(iv) Any Permit modification that decreases the use or operations, or square-footage utilized for cannabis business.

(v) Any renewal of a permit for a cannabis business.

SECTION 3. REPORT

Pursuant to Government Code § 65858(d), ten (10) days prior to the expiration or any extension of this Ordinance, the City Council will issue a written report describing the measures taken to alleviate the conditions which led to the adoption of this Ordinance.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of this Ordinance will have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; rather it prevents changes in the environment pending the completion of the contemplated Municipal Code review.

SECTION 5. SEVERABILITY

If any chapter, sections, subsections, subdivisions, sentences, clauses, phrases, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each chapter, sections, subsections, subdivisions, sentences, clauses, phrases, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE; EXPIRATION; EXTENSION

Pursuant to Government Code § 65858(a), this Ordinance shall take effect immediately but shall be of no further force and effect forty-five (45) days from its date of adoption, unless the City Council, after notice and public hearing as provided under Government Code § 65858(a) and adoption of the findings required by Government Code § 65858(c), subsequently extends this Ordinance.

SECTION 7. POSTING

The City Clerk shall cause this Ordinance to be posted in the manner as required by law.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Banning, California, herby adopts this Urgency Ordinance.

PASSED, APPROVED AND ADOPTED on this 25th day of August, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk,
City of Banning

APPROVED AS TO FORM:

Phaedra Norton, 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. 1625 was duly adopted at a regular meeting of the City Council of the City of Banning, held on the 25th day of August, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Matthew Bassi, Interim Community Development Director** **Matthew Bassi, Interim Community Development Director**
MEETING DATE:	**July 14, 2026**
SUBJECT:	**Cannabis Warehouse Moratorium Discussion (Future Agenda Item):**

STAFF RECOMMENDATION:

Staff recommends the City Council discuss and provide direction.

BACKGROUND:

At the City Council's December 9, 2025 meeting, Councilmember Barrington asked that a future agenda item be brought forward for discussion regarding a possible moratorium on cannabis warehouses. This report provides background information for City Council to consider and discuss and provide direction to Staff.

The City's current cannabis regulations for industrial properties (which include indoor cultivation, manufacturing, testing laboratory, distribution facility and micro business) was adopted by Council on July 10, 2018 via Ordinance No. 1523 (Chapter 17.53 BMC - refer to Attach 1). The cannabis regulations for commercial properties (which only include cannabis storefront retailers) was adopted by Council a few months later on November 13, 2018 via Ordinance No. 1531 (Chapter 17.54 BMC - refer to Attach 2). All cannabis uses require approval of a Conditional Use Permit by the Planning Commission and City Council as outlined in Chapter 17.12, Table 17.12.020 of the BMC (refer to Attach 3). Each retail or industrial cannabis business is also required to obtain a State Cannabis License approved and issued by the State Licensing Authority before they can begin operations in the City.

There are currently three (3) cannabis retailers operating storefront businesses in the City. As Council knows, the Zoning Code limits the amount of retail cannabis businesses to one (1) business per 10,000 population. With the city's population currently around 31,000 +/-, a 4th retail cannabis business would not be permitted until the population reached 40,000. All three cannabis retailers are located on Ramsey Street in the commercial zoning district and each has received approval of a Conditional Use Permit. In addition, there are three (3) cannabis industrial cultivation businesses (i.e., "indoor grows") and one (1) industrial cannabis manufacturer located in the industrial zones.

Each business has an active Conditional Use Permit approved by the City Council between December 2020 and September 2025, but only two (2) businesses are currently operating. Staff has prepared a summary memo outlining the business names and locations of each business (refer to Attach 4 for details).

JUSTIFICATION:

As City Council discusses cannabis, Staff has outlined below a couple of options to be considered in deciding how best to move forward.

Option 1 - Adopt a Moratorium

Council could direct Staff to prepare a 45-day Urgency Ordinance adopting an immediate Moratorium prohibiting the submittal of a CUP for new cannabis businesses. This urgency ordinance could be brought to Council for action at the next Council meeting (scheduled for August 25th). This 45-day urgency ordinance could also be extended by Council within the 45 days providing an additional 10 months and 15 days to the moratorium (1-year total). During this 1-year moratorium, Council could additionally extend the moratorium for an additional 1-year period if desired (2 years total). The primary purpose of the moratorium is twofold: 1) it stops new cannabis CUP's from being submitted; and 2) it allows time for the City to decide how best to address the cannabis issue and move forward with a code amendment. Staff would need specific direction from Council regarding what the content of the code amendment would entail (i.e., prohibition or amending standards).

Option 2: - Adopt a Zoning Code Amendment (without the Moratorium):

Council could direct staff to move forward with a zoning code amendment in lieu of adopting a moratorium. This option would take several months to process as it will require Planning Commission review with a recommendation from the Commission before the Council could take action. Under this option, Staff would need specific direction from Council regarding what the content of the code amendment would entail (i.e., prohibition or amending standards).

Regardless of what option Council directs Staff to move forward with, a zoning code amendment would ultimately need to be prepared and brought forward for Planning Commission and City Council review and approval. The zoning code amendment would need to be prepared in coordination with the City Attorney's office before it could be scheduled for public hearings.

Recommendation:

Discuss and provide direction to staff.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Attach 1 - Chapter 17.53 (Industrial Cannabis Regs).pdf
2. Attach 2 - Chapter 17.54 (Retail Cannabis Regs).pdf
3. Attach 3 - Chapter 17.12 Excerpt (Comm-Ind Use Table).pdf
4. Attach 4 - Existing Cannabis Users Memo [7-7-26].pdf

Chapter 17.53 - CANNABIS CONDITIONAL USE PERMITS

17.53.010 - Definitions.

For the purpose of this Chapter, the following words and phrases shall be defined as follows:

A. "Applicant" means an owner applying for a cannabis conditional use permit pursuant to this Chapter.

B. "Bureau" means the Bureau of Cannabis Control within the California Department of Consumer Affairs.

C. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

D. "Cannabis business" means a cultivation facility, a cannabis manufacturing level 1 facility, testing laboratory facility, cannabis distribution facility, or cannabis microbusiness.

E. "Cannabis distribution" means the procurement, sale and transport of cannabis goods between State licensed cannabis retailers, manufacturers, cultivators and testing laboratories.

F. "Cannabis distribution facility" means a facility that transports cannabis goods between State licensed cannabis retailers, manufacturers, cultivators and testing laboratories.

G. "Cannabis goods" means cannabis, including dried flower, and cannabis products.

H. "Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) a cannabis retailer (as defined in Section 17.54.010), (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than 10,000 square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses.

I. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

J. "Canopy space" means the designated areas at a cultivation facility that will contain mature plants at any point in time, as follows:

1. Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries;
2. Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, and shelves; and
3. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

K. "City" means the City of Banning.

L. "City Manager" means the City Manager or his/her designee.

M. "Convicted" or "conviction" means a plea or verdict of guilty or a conviction following a plea of nolo contendere was entered, but does not include any plea, verdict, or conviction that is expunged pursuant to California law or a similar federal or state law where the expungement was granted.

N. "Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a State license issued by a licensing authority.

O. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

P. "Cultivation facility" means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

Q. "Extraction" means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

R. "Financial interest" shall have the meaning set forth in Section 5004 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

S. "Indoors" means within a fully enclosed and secure structure.

T. "Infusion" means a process by which cannabis, cannabinoids, or cannabis concentrates, are directly incorporated into a product formulation to produce a cannabis product.

U. "Licensing authority" means the Bureau of Cannabis Control; CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture (CDFA); the California Department of Public Health's Manufactured Cannabis Safety Branch; or any other State cannabis licensing authority.

V. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

W. "Manufacturing facility" means a location that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

X. "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

Y. "Outdoors" means any area or location not specifically meeting the definition of indoors.

Z. "Owner" means any of the following:

1. A person with an aggregate ownership interest of 20 percent or more in the person applying for a permit or a permittee, unless the interest is solely a security, lien, or encumbrance.
2. The chief executive officer of a nonprofit or other entity.
3. A member of the board of directors of a nonprofit.
4. An individual who will be participating in the direction, control, or management of the person applying for a permit. An owner who is an individual participating in the direction, control, or management of the commercial cannabis business includes any of the following:
    a. A partner of a cannabis business that is organized as a partnership.
    b. A member of a limited liability company of a cannabis business that is organized as a limited liability company.
    c. An officer or director of a cannabis business that is organized as a corporation.

AA. "Nonvolatile solvent" means any solvent used in the extraction process that is not a volatile solvent. For purposes of this Chapter only, nonvolatile solvents include carbon dioxide and ethanol.

BB. "Package" means any container or receptacle used for holding cannabis or cannabis products.

CC. "Permit" means a cannabis conditional use permit issued pursuant to this Chapter.

DD. "Permittee" means any person holding a cannabis conditional use permit under this Chapter.

EE. "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

FF. "Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant where the cannabis business will be conducted.

GG. "Significant discrepancy" means a difference in actual inventory compared to records pertaining to inventory of at least one thousand dollars. For purposes of determining a discrepancy, the acquisition price of the cannabis goods shall be used to determine the value of cannabis goods in a permittee's inventory.

HH. "Testing laboratory" means a laboratory, facility, or entity in the City that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the State.
2. Licensed by the Bureau.

II. "Volatile solvent" means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1542, § 3, 4-23-19; Ord. No. 1565, § 12, 7-14-20; Ord. No. 1577, § 19, 9-28-21)

17.53.020 - Commercial cannabis conditional use permit required.

A. Except as expressly authorized pursuant to this Title (Title 17, Zoning), all commercial cannabis activity is prohibited in the City.

B. Prior to initiating operations and as a continuing requisite to operating a cannabis business, the person(s) wishing to operate a cannabis business shall:

1. Obtain and maintain a validly issued cannabis conditional use permit approved by the City Council after recommendation by the Planning Commission, and comply with all conditions of approval.
2. Obtain and maintain a State license to engage in the specific cannabis business being operated on the premises.
3. Obtain and maintain a cannabis regulatory permit as required by Chapter 5.35 of this Code.
4. Obtain and maintain a business license or any other license or permit required by this Code.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.030 - Commercial cannabis conditional use permit—Application fees and terms.

A. No cannabis conditional use permit application shall be processed unless the applicant pays the application fee deposit in the amount to be established by resolution of the City Council. No cannabis conditional use permit shall be issued unless the applicant pays the nonrefundable permit fee in the amounts to be established by resolution of the City Council.

B.

No cannabis conditional use permit shall be issued if the applicant has an ownership or other direct financial interest in any other commercial cannabis business operating in the City.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.040 - Cannabis conditional use permit application requirements.

An applicant shall file the following information with the City at the time of application for a cannabis conditional use permit:

A. A completed cannabis conditional use permit application, together with the application fee in an amount to be established by resolution of the City Council.

B. Proof of a cannabis regulatory permit jointly approved by the City Manager and Chief of Police. The owner identified on the cannabis conditional use permit application shall be same owner as listed on the cannabis regulatory permit issued pursuant to Chapter 5.35.

C. An operating plan for the proposed cannabis business that includes:

1. A general description of the types of products and/or services to be provided by the cannabis business;
2. A site plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, of the parcel of property on which the proposed cannabis business will be located. The site plan shall include the outline of all structures, driveways, parking and landscape areas, and boundaries of the parcel.
3. A floor plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, designating all interior dimensions of the premises, the proposed use of all spaces, identification of limited access areas, areas of ingress and egress, and all security camera locations.
4. An evaluation of accessibility by the physically disabled to and within the building and identification of any planned accessibility improvements to comply with all state and federal disability access laws, including, but not limited to, Title 24 of the California Code of Regulations and the Americans with Disabilities Act. The evaluation must be professionally prepared by a licensed civil engineer or architect.
5. A business plan describing how the cannabis business will operate in accordance with the Banning Municipal Code, state law, and other applicable regulations. The business plan must include plans for cash handling and transportation of cannabis and cannabis products to and from the premises.
6. Water source information.
7.

Projected energy demand and energy efficiency plan that addresses illumination, heating, cooling, and ventilation. The applicant shall also provide a letter from the Banning Municipal Electric Company stating that the Banning Municipal Electric Company can meet the cannabis business' energy demand.

8. A list of all owners, employees, independent contractors, and volunteers.

D. Neighborhood Context Map. An accurate straight-line drawing depicting the boundaries of the premises, the boundaries of all other properties within 600 feet of the premises, and the uses of those properties, specifically including, but not limited to, any use identified in Business and Professions Code section 26054(b) and any park located within 600 feet of the premises. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection. The map must be professionally prepared by a licensed civil engineer or architect.

E. Security plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises. The security plan must be prepared by a qualified professional.

F. Lighting Plan. A lighting plan showing existing and proposed exterior and interior lighting levels that would be the minimum necessary to provide adequate security lighting for the use.

G. The name, phone number, and email address of an on-site community relations representative or staff member or other representative to whom the City can provide notice if there are operating problems associated with the cannabis business or refer members of the public who may have complaints or concerns regarding the cannabis business. This information shall be available to neighboring businesses and residences located within one hundred feet of the cannabis business, as measured in a straight line without regard to intervening structures.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1542, § 4, 4-23-19)

17.53.050 - Additional application requirements.

A. Each cannabis business shall obtain a separate conditional use permit.

B. The applicant shall submit proof that the applicant is, or will be, entitled to possession of the premises for which application is made.

C. The applicant shall submit proof of the nature of the cannabis business's organizational status, such as articles of incorporation, by-laws, partnership agreements, and other documentation which may be required by the City.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.060 - Procedures and findings for approval of cannabis conditional use permit.

A. A cannabis conditional use permit shall be processed in accordance with the procedures set forth in Chapter 17.52, Conditional Use Permits, with the following exceptions:

1. Any provision that requires the approval by the Planning Commission with appeal to the City Council shall be replaced with the requirement that the Planning Commission make a recommendation on the cannabis conditional use permit and that the approval of such permit shall be made by the City Council.
2. Sections 17.52.020 (Application procedures) and 17.52.080 (Modifications) shall not apply.
3. Any procedures pertaining to noticing and the setting of a public hearing before the Planning Commission shall also apply to the City Council.

B. An applicant for a cannabis conditional use permit shall comply with the California Environmental Quality Act ("CEQA"). No cannabis conditional use permit shall be granted until the requisite CEQA review has been conducted.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.070 - Approval of cannabis conditional use permit with conditions.

A. Upon approval of a cannabis conditional use permit, the City Council may impose conditions in excess of the requirements set forth in this Chapter including, but not limited to, conditions relating to hours of operation, the operation of any cannabis business, restrictions relating to the deployment or use of the types of equipment used on the premises, and set back requirements.

B. The City may grant a cannabis conditional use permit prior to the applicant having obtained a state license from a licensing authority; however, no approved cannabis business may receive a certificate of occupancy nor operate in the City prior to possessing the requisite state and local licenses and permits.

C. All cannabis businesses must pay all applicable taxes pursuant to all federal, state, and local laws.

D. Cannabis businesses shall comply with all cannabis state laws and regulations.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.080 - Premises.

A. All cannabis businesses shall be conducted only in the interior of enclosed structures, facilities and buildings and all operations including the storage or cultivation of cannabis plants at any stage of growth shall not be visible from the exterior of any structure, facility, or building. There shall be no outdoor storage of any kind associated with the cannabis business.

B. No cannabis business shall be located within a 600-foot radius of any park, day care center, or youth center, or public or private school providing instruction in kindergarten or any of grades 1-12, that is in existence at the time the cannabis conditional use permit is issued. The 600-foot

distance requirement does not include any private school in which education is primarily conducted in a private home or a family day care home. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection. Outdoor storage on the premises shall be prohibited.

C. Loading areas and loading docks shall be located on the side or rear of the lot, and shall be screened by solid, decorative walls.

D. Hours of operation shall be as approved with the Conditional Use Permit.

E. Cannabis businesses shall only be conducted on properties that are fully compliant with all Banning Municipal Code requirements, including required development standards such as parking, landscaping, etc.

F. Cannabis businesses located within the same building or on the same property shall each have a validly issued cannabis conditional use permit from the City.

G. All entrances into the premises shall be locked at all times with entry controlled by the permittee's managers and staff.

H. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed on the premises.

I. All commercial cannabis activity in any premises shall be separated from the main entrance and lobby, and cannabis and cannabis products shall be secured by a lock accessible only to managers and staff of the permittee.

J. A permittee shall not, without an approved amendment to the cannabis conditional use permit, make a physical change, alteration, or modification of the premises that alters the premises or the use of the premises from the premises diagram filed with the permit application. Material or substantial changes, alterations or modifications requiring approval include, but are not limited to, the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway or passage alters or changes limited-access areas within the premises.

K. A permittee shall not sublet the premises.

L. Inspections. The City shall have the right to enter all cannabis businesses from time to time upon 24-hour's notice for the purpose of making reasonable inspections to observe and enforce compliance with this Chapter. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the cannabis business is being operated or maintained in compliance with this Code, state law, and other applicable laws and regulations. Any cannabis business licensed pursuant to this Chapter may be required to demonstrate, upon

demand by the City that the source and quantity of any cannabis or cannabis products found upon the licensed premises is in full compliance with any applicable local or state law or regulation.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1542, § 5, 4-23-19)

17.53.090 - Personnel and visitors.

A. All agents, officers, or other persons acting for or employed by a cannabis business shall display a laminated or plastic-coated identification badge issued by the cannabis business at all times while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the cannabis business's "doing business as" name and city business license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

B. Employees and Volunteers Age Requirement. A cannabis business shall not employ an individual less than twenty-one (21) years of age, nor may a cannabis business permit an individual less than twenty-one (21) years of age to volunteer at or be within the cannabis business.

C. Visitors. Cannabis businesses shall not be open to the general public. Any individual permitted to enter a limited access area who is not a person that has undergone a background check in accordance with Chapter 5.35 of this Code and is not listed on the premises' worker list shall be considered a visitor. Notwithstanding the foregoing, state and local employees, or their official designees, shall not be considered a visitor provided the individual is on the licensed premises for purposes of official government business.

    1. Visitors Identification and Record Requirements. Prior to permitting a visitor into a limited access area, a cannabis business must check the individual's valid government issued identification. The visitor shall be required to sign the cannabis business's visitor log, which must include the individual's name, date of entry, and purpose for entry.
    2. Visitors Must Be at Least Twenty-One (21) Years of Age. A cannabis business may not permit a visitor who is less than twenty-one (21) years of age to enter a limited access area.
    3. Visitors Prohibited Conduct. A visitor shall not be permitted to engage in any commercial cannabis activity while on the premises.
    4. A manager shall be on the site at all times that any other person, except a security guard, is on the site.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.100 - Security.

The premises of a cannabis business must comply with all of the following security requirements:

A. Main Entrance and Lobby. The premises shall have a building with a main entrance that is clearly visible from the public street or sidewalk. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed in the cultivation areas.

B. Transport Area. The premises shall have an area designed for the secure transfer of cannabis from the cultivation, manufacturing, or testing laboratory area to a vehicle for transportation.

C. Commercial-Grade Locks. All points of ingress and egress to a premises shall ensure the use of commercial-grade, nonresidential door locks or window locks.

D. A permittee that is engaged in cultivation, manufacture, or distribution or is a cannabis microbusiness shall hire or contract for 24-hour security personnel to provide security services for the premises. All security personnel hired or contracted for by the cannabis business shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

E. Video Surveillance. The premises must be equipped with a video surveillance system that meets all of the requirements set forth in this subsection.

1. Each premises shall have a digital audio/video surveillance system with a minimum camera resolution of 1280 x 720 pixels.
2. The surveillance-system storage device or the cameras shall be transmission control protocol (TCP) capable of being accessed through the internet.
3. The video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance and shall capture audio such that all sounds are intelligible.
4. Each camera shall be permanently mounted and in a fixed location. Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the premises, and allows for the clear and certain identification of any person and activities in all areas required to be filmed under subsection 5 below.
5. Areas that shall be recorded on the audio/video surveillance system include the following:
    a. Areas where cannabis goods are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the premises;
    b. Limited-access areas;
    c. Security rooms;
    d. Areas storing a surveillance-system storage device with at least one camera recording the access points to the secured surveillance recording area;

e. Entrances and exits to the premises;

f. Waste containers.

6. Cameras shall record continuously 24 hours per day and at a minimum of 15 frames per second (FPS).

7. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering, fire, or theft.

8. Surveillance recordings shall be kept for a minimum of 90 days.

9. Surveillance recordings shall be monitored by a third party surveillance company.

10. Surveillance recordings are subject to inspection by the City, and shall be kept in a manner that allows the City to view and obtain copies of the recordings at the licensed premises upon not less than 24 hours advance notice. The permittee shall also send or otherwise provide copies of the recordings to the City upon reasonable notice by the City.

11. Recorded images shall clearly and accurately display the time and date. Time is to be measured in accordance with the United States National Institute Standards and Technology standards.

12. The video surveillance system shall be equipped with a failure notification system that provides notification to the permittee of any interruption or failure of the video surveillance system or video surveillance-system storage device.

13. The video surveillance system shall be equipped with a battery backup system capable of sustaining system operations in the case of an energy failure.

F. Alarm System. The premises shall have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows.

1. The alarm system shall be installed, maintained, monitored, and responded to by a security company licensed by the Department of Consumer Affairs, Bureau of Security and Investigative Services.

2. Upon request, a permittee shall make available to the City all information related to the alarm system.

G. Secure Storage of Product. Cannabis and cannabis products possessed by a cannabis business shall be kept and stored in a secured manner at all times. All areas where cannabis and/or cannabis products are kept shall be separated from the main entrance and lobby and secured by a lock accessible only to managers and staff.

H. Lighting. The business entrance(s) and all window areas of any cannabis business shall be illuminated during evening hours. The cannabis business shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, and shielding.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1577, § 20, 9-28-21)

17.53.110 - Track and trace.

All permittees shall comply with the track and trace system established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.120 - Signage.

The premises must comply with the following signage requirements.

A. A cannabis business shall conspicuously post signs a minimum of eight (8) inches wide by ten (10) inches high in size that can readily be seen by all persons at the entrance that state: "This site is not open to the public" and "Retail sales of any goods and services is prohibited."

B. Business signage shall be limited to the name of the cannabis business only, shall be in compliance with the City's sign code, and shall contain no advertising of any companies, brands, products, goods, or services.

C. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."

D. Limited access areas shall be clearly identified by the posting of a sign which shall be not less than twelve inches wide and twelve inches long, composed of letters not less than one-half inch in height, which shall state, "Limited Access Area—Authorized Personnel Only."

E. A sign shall be posted stating "Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Banning Municipal Code."

F. A cannabis microbusiness that engages in in person retail sale of cannabis and cannabis products is not required to comply with Subsection A above.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1577, § 21, 9-28-21)

17.53.130 - Cannabis waste management.

Cannabis waste disposal shall be conducted as follows:

A. Chemical, Dangerous and Hazardous Waste. Disposal of chemical, dangerous or hazardous waste must be conducted in a manner consistent with federal, state and local laws, regulations, rules or other requirements. This may include, but is not limited to, the disposal

of all pesticide or other chemicals used in the cultivation process, certain solvents or other chemicals used in the production of cannabis concentrate.

B. Cannabis Waste. Cannabis waste must be made unusable and unrecognizable prior to leaving the licensed premises by grinding it and incorporating it with fifty percent non-medicinal cannabis waste. If necessary to protect the health and safety of individuals working on a licensed premises, a cannabis business may grind the stalk of a cannabis plant outside of its licensed premises provided all grinding activities occur within twenty feet of the licensed premises and cannot be seen from any public street.

C. Cannabis waste must be placed in either a trash enclosure or a trash receptacle for which either is locked with a commercial grade lock that is only accessible by the owner, manager, or employee of the cannabis business and any waste disposal company that provide waste disposal services for the cannabis business.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.140 - General sanitary requirements.

A. A cannabis business must ensure that its premises is maintained in a sanitary manner and activities on its premises are conducted in a sanitary manner.

B. All facilities of a cannabis business must have adequate and sufficient access to bathrooms and hand-washing facilities with running water at a suitable temperature.

C. All workers that engage in the preparation of edible cannabis products must comply with the provisions of all relevant state and local laws regarding the preparation, distribution, and sale of food.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.150 - Odor control.

A. A cannabis business must have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and shall comply with all related Building Code requirements.

B. The ventilation and filtration system must be approved by the Building Official and installed prior to the commencement of cannabis cultivation activities.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.160 - Cannabis indoor cultivation.

A. Cannabis Commercial Indoor Cultivation shall occur only indoors and shall contain not less than 10,000 square feet of canopy space nor exceed 22,000 square feet of canopy space per cannabis conditional use permit holder.

B. Seed to Sale Tracking Required. Until such a time that the state of California fully implements the California Cannabis Track and Trace System required by Section 26067 of the Business and Professions Code, a cannabis business must utilize seed to sale software, third-party software that tracks all sales, transfers, purchases, receipts, deliveries of cannabis and cannabis products. The software must be capable of producing electronic shipping manifests, tracking all cannabis inventory in possession of the cannabis business, promptly identifying a discrepancy in the stock, and tracking cannabis from the end purchaser back to its source in the event of a serious adverse event. Once implemented, all permittees shall comply with the California Cannabis Track and Trace System established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

C. Cultivators must comply with the Federal Worker Protection Standard (40 CFR 170).

D. The cultivation of cannabis must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

E. The cultivation of cannabis shall be conducted in a secure manner and shall not be visible from a public right of way. As used in this subsection, the term "visible" means capable of being seen without visual aid by an individual of normal acuity.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.170 - Cannabis manufacturing level 1.

A. Edible Cannabis Products. Edible cannabis products shall be manufactured, packaged and labeled in compliance with MAUCRSA and any implementing regulations adopted by the State.

B. Edible cannabis products must be individually packaged and ready for sale by the manufacturer prior to sale or transfer to another cannabis business.

C. Any person that is involved in the manufacture of edible cannabis products must be a state certified food handler. The valid certificate number of such person must be on record at the manufacturing facility where that individual produces edible cannabis products.

D. Any facility used by a cannabis business to manufacture edible cannabis products shall be constructed, operated and inspected in compliance with all applicable building code and food safety requirements.

E.

A cannabis business that manufactures edible cannabis products must comply with the provisions of all relevant state and local laws regarding the preparation, distribution, and sale of food; which shall include, but not be limited to, hand-washing requirements, use of gloves for packaging, and policies prohibiting individuals suffering from symptoms associated with communicable diseases or infections from engaging the production of edible cannabis products.

F. Expiration Date. A cannabis business engaged in the manufacture of cannabis products, including an edible cannabis product, that is perishable shall assign an expiration date or use-by date, whichever is appropriate, to all perishable cannabis products. Once an expiration date or use-by date is assigned to cannabis products, it shall be unlawful for a person to alter that date or affix a new label with a later use-by or expiration date.

G. Extraction Requirements.

1. A manufacturer engaged in extraction may only engage in extraction using non-volatile solvents. The permittee shall not make any modifications to the method of extraction without first obtaining a modification of its permit.
2. Within the limitations set forth by state law, a cannabis business that extracts cannabis or produces cannabis concentrate using a solvent must use a professional grade, closed-loop extraction system capable of recovering the solvent used and must only use a solvent that is permissible under the MAUCRSA and any implementing regulations, and the manufacturer's state license.

H. Compliance with State Law. All packaging and labeling of cannabis and cannabis products by a cannabis business must, at a minimum meet the requirements set forth in the MAUCRSA and any implementing regulations, as the same may be amended from time to time or superseded or replaced by subsequent state legislation or by any state department or division.

I. Tamper-Evident, Child-Resistant Packaging Required. Cannabis and cannabis products shall be labeled and placed in a resealable, tamper-evident, child-resistant package and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products.

J. Cannot Be Attractive to Children. Cannabis packaging and labeling shall not be designed to appeal to children, including, but not limited to, cartoon characters or similar images.

K. State-Mandated Warnings and Information. All cannabis and cannabis product labels and inserts shall include the state-mandated warnings and information contained in Business and Professions Code Section 26120(c). Notwithstanding the foregoing, during the period of time that the state permits untested cannabis and cannabis products to be sold to purchasers, all cannabis and cannabis products must have a label affixed to each package that clearly states "This product has not been tested as required by the Medicinal and Adult Use Cannabis Regulation and Safety Act" and must comply with any other labeling requirements imposed by the state.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.180 - Cannabis testing laboratory.

A. Accreditation. A testing laboratory shall obtain and maintain ISO/IEC 17025 accreditation.

B. Operating Procedures. A testing laboratory shall adopt and adhere to standard operating procedures to ensure the reporting of accurate test results, including but not limited to equipment, calibration, and methodology standards, that are consistent with its ISO/IEC 17025 accreditation.

C. A testing laboratory shall obtain samples of cannabis and cannabis products for testing in accordance with a statistically valid method designed to ensure that a sample is representative of the whole. Sampling methods should have at least a 95% confidence rate.

D. A testing laboratory shall destroy and safely dispose of the remains of any samples of cannabis or cannabis products tested upon completion of the analysis and the expiration of any retention time pursuant its standard operating procedures.

E. A testing laboratory shall maintain all testing results as a part of their respective business records.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.190 - Cannabis distribution facility.

The transportation of cannabis or cannabis products shall only be conducted by persons holding a State license for cannabis distribution or employee of those persons.

Transportation safety standards, in addition to those imposed by the State of California, shall be approved by the Chief of Police including without limitations, the type of vehicles in which cannabis or cannabis product may be distributed, and minimum qualification for persons eligible to operate such vehicles.

A person holding a permit to operate a distribution facility shall observe and comply with all security manifest and notice requirements of Business and Professions Code Section 26070, as well as all State law requirements and Bureau regulations to operate a distribution facility.

(Ord. No. 1565, § 14, 7-14-20)

17.53.200 - Cannabis microbusinesses.

A cannabis microbusiness shall comply with the following operational regulations as applicable:

A. Any cannabis cultivation shall occur only indoors and shall contain less than ten thousand square feet of canopy space.

B.

The cannabis microbusiness shall comply with the California Cannabis Track and Trace System established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

C. A cannabis microbusiness that engages in cultivation must comply with the Federal Worker Protection Standard (40 CFR 170).

D. Any cannabis cultivation must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

E. Any cannabis cultivation shall be conducted in a secure manner and shall not be visible from a public right-of-way. As used in this subsection, the term "visible" means capable of being seen without visual aid by an individual of normal acuity.

F. A cannabis microbusiness that engages in the manufacture of cannabis products shall comply with Section 17.53.170.

G. A cannabis microbusiness that engages in the distribution of cannabis or cannabis products shall comply with Section 17.53.190.

H. A cannabis microbusiness that engages in the retail sale of cannabis must comply with Sections 17.54.090 and 17.54.170. In the event there is a conflict pertaining to any of the operational or development standards set forth in this Chapter and in the above-referenced Sections in this paragraph, the Community Development Director shall determine which standards apply. For example, if a cannabis microbusiness operates as both a retailer and cannabis cultivation facility and the standards pertaining to a retailer and cannabis cultivation facility conflict, the Community Development Director shall determine which standards apply.

I. A conditional use permit shall only be issued to a cannabis microbusiness if it includes conditions that require (1) an application for a building permit for any construction or tenant improvements for the proposed use to be submitted within forty-five days of approval of the cannabis conditional use permit, (2) that any physical construction in reliance on the building permit be commenced within sixty days after the issuance of the building permit, and (3) that the cannabis microbusiness commence its operations within one hundred eighty days of the issuance of a building permit. If the applicant fails to satisfy the requirements for the forty-five-day, sixty-day, or one hundred eighty-day period, the cannabis conditional use permit shall automatically become null and void, unless the applicant files an application for an extension prior to the expiration of the applicable deadline and thereafter obtains that extension from the Community Development Director on the basis that the extension is warranted by special circumstances and that the applicant would be irreparably injured by the denial of an extension. In addition, if after commencement of construction, work is discontinued for a period of one hundred eighty days, the cannabis conditional use permit shall become null and void.

(Ord. No. 1577, § 23, 9-28-21)

17.53.210 - Other provisions.

A. Cannabis Consumption on Premises. Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at a premises is prohibited. Premises as used in this subsection includes the actual building, as well as any accessory structures, common areas and parking areas.

B. No person shall give, sell, distribute, or otherwise transfer any cannabis product in any manner not consistent with the approved cannabis conditional use permit or that violates local or state law.

C. Permittees must cooperate with City staff and Police Department personnel who are conducting inspections or investigations relevant to the enforcement of laws and regulations related to this Chapter.

D. Permittees must comply with all state laws and regulations that pertain to cannabis businesses including, but not limited to, the MAUCRSA, and any regulations promulgated by a licensing authority.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1565, § 13, 7-14-20; Ord. No. 1577, § 2, 9-28-21)

Editor's note— Ord. No. 1577, § 22, adopted July 14, 2020, renumbered § 17.53.200 to be 17.53.210 to provide for the addition of a new § 17.53.200

17.53.220 - Indemnification.

A. Indemnification. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any permit pursuant to this Chapter or the operation of any cannabis business approved by such permit pursuant to this Chapter. As a condition of approval of a permit granted under this Chapter, the applicant shall:

1. Indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation of federal law associated with the operation of the cannabis business as provided in this chapter.
2. Maintain insurance in the amounts and of the types that are acceptable to the City pursuant to guidelines and policies set forth by the City.
3. Name the City as an additionally insured on all City required insurance policies.
4. Defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of a permit or the operation of the cannabis business.
5.

Reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge (or federal enforcement action) related to the City's approval of a permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1565, § 13, 7-14-20; Ord. No. 1577, § 22, 9-28-21)

Editor's note— Ord. No. 1577, § 22, adopted July 14, 2020, renumbered § 17.53.210 to be 17.53.220 to provide for the addition of a new § 17.53.200.

Chapter 17.54 - CANNABIS RETAILER CONDITIONAL USE PERMITS

17.54.010 - Definitions.

For the purpose of this Chapter, the following words and phrases shall be defined as follows:

A. "Applicant" means an owner applying for a cannabis retailer conditional use permit pursuant to this Chapter.

B. "Bureau" means the Bureau of Cannabis Control within the California Department of Consumer Affairs.

C. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

D. "Cannabis business" means a cannabis retailer.

E. "Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) cannabis retailer, (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than ten thousand square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses. Any term use in this definition that is not defined herein shall have the same definition as set forth in Section 17.53.010.

F. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

G. "Cannabis retailer" means a cannabis business that engages in the retail sale and delivery of cannabis or cannabis products to customers.

H. "City" means the City of Banning.

I. "City Manager" means the City Manager or his/her designee.

J.

"Convicted" or "Conviction" means a plea or verdict of guilty or a conviction following a plea of nolo contendere was entered, but does not include any plea, verdict, or conviction that is expunged pursuant to California law or a similar federal or state law where the expungement was granted.

K. "Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a State license issued by a licensing authority.

L. "Financial interest" shall have the meaning set forth in Section 5004 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

M. "Licensing authority" means the Bureau of Cannabis Control; CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture (CDFA); the California Department of Public Health's Manufactured Cannabis Safety Branch; or any other State cannabis licensing authority.

N. "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

O. "Owner" means any of the following:

1. A person with any ownership interest, unless the interest is solely a security, lien, or encumbrance.
2. The chief executive officer of a nonprofit or other entity.
3. A member of the board of directors of a nonprofit.
4. An individual who will be participating in the direction, control, or management of the person applying for a permit. An owner who is an individual participating in the direction, control, or management of the commercial cannabis business includes any of the following:
    a. A partner of a cannabis business that is organized as a partnership.
    b. A member of a limited liability company of a cannabis business that is organized as a limited liability company.
    c. An officer or director of a cannabis business that is organized as a corporation.

P. "Permit" means a cannabis retailer conditional use permit issued pursuant to this Chapter.

Q. "Permittee" means any person holding a cannabis conditional use permit under this Chapter.

R. "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

S. "Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant where the cannabis business will be conducted.

T. "Significant discrepancy" means a difference in actual inventory compared to records pertaining to inventory of at least one thousand dollars. For purposes of determining a discrepancy, the acquisition price of the cannabis goods shall be used to determine the value of cannabis goods in a permittee's inventory.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1577, § 24, 9-28-21)

17.54.020 - Cannabis retailer conditional use permit required.

A. Except as expressly authorized pursuant to this Title (Title 17, Zoning), all commercial cannabis activity is prohibited in the City. Notwithstanding the foregoing, the City shall not prohibit any commercial cannabis activity for which the City is preempted by State law from prohibiting. Consistent with Section 5416 of Title 16 of the California Code of Regulations, or any successor section, cannabis retail deliveries are permitted from lawful and permitted retailers in the City and from retailers located outside the City that are lawfully operating and permitted by the county or city in which they are located.

B. Prior to initiating operations and as a continuing requisite to operating a cannabis business, the person(s) wishing to operate a cannabis business shall:

1. Obtain and maintain a validly issued cannabis conditional use permit approved by the City Council after recommendation by the Planning Commission, and comply with all conditions of approval.
2. Obtain and maintain a State license to engage in the specific cannabis business being operated on the premises.
3. Obtain and maintain a cannabis retailer regulatory permit as required by Chapter 5.33 of this Code.
4. Obtain and maintain a business license or any other license or permit required by this Code.

C. A cannabis microbusiness with a retail component is not subject to the requirements of this Chapter 17.54 and is instead regulated pursuant to Chapter 17.53.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1565, § 15, 7-14-20; Ord. No. 1577, § 25, 9-28-21)

17.54.030 - Cannabis retailer conditional use permit—Application fees and terms.

A. No cannabis retailer conditional use permit application shall be processed unless the applicant pays the application fee deposit in the amount to be established by resolution of the City Council. No cannabis retailer conditional use permit shall be issued unless the applicant pays the nonrefundable permit fee in the amounts to be established by resolution of the City Council.

B.

Each cannabis retailer premises shall require a separate cannabis retailer conditional use permit. Two cannabis retailer premises in the City may not operate under one cannabis retailer conditional use permit. No holder of a cannabis retailer conditional use permit for one premises shall have an ownership interest in any other cannabis retailer lawfully or unlawfully operating in the City. Accordingly, no cannabis retailer conditional use permit shall be issued for an applicant, business entity, or person that has an ownership interest in any other cannabis retailer in the City and no cannabis retailer conditional use permit shall be issued if the applicant, owner or person with a direct financial interest in the cannabis business also has an ownership or other direct financial interest in any other commercial cannabis retailer that is operating in the City or that has obtained a conditional use permit.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1539, § 3, 1-8-19)

17.54.040 - Cannabis retailer conditional use permit application requirements.

An applicant shall file the following information with the City at the time of application for a cannabis retailer conditional use permit:

A. A completed cannabis retailer conditional use permit application, together with the application fee in an amount to be established by resolution of the City Council.

B. Proof of a cannabis regulatory permit jointly approved by the City Manager and Chief of Police. The owner(s) identified on the cannabis retailer conditional use permit application shall be same owner(s) as listed on the cannabis retailer regulatory permit issued pursuant to Chapter 5.33.

C. An operating plan for the proposed cannabis business that includes:

1. A general description of the types of products and/or services to be sold or provided by the cannabis business.

2. A site plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, of the parcel of property on which the proposed cannabis business will be located. The site plan shall include the outline of all structures, driveways, parking and landscape areas, and boundaries of the parcel.

3. A floor plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, designating all interior dimensions of the premises, the proposed use of all spaces, identification of limited access areas, areas of ingress and egress, and all security camera locations.

4. An evaluation of accessibility by the physically disabled to and within the building and identification of any planned accessibility improvements to comply with all state and federal disability access laws, including, but not limited to, Title 24 of the California Code of Regulations and the Americans with Disabilities Act. The evaluation must be professionally prepared by a licensed civil engineer or architect.

5. A business plan describing how the cannabis business will operate in accordance with the Banning Municipal Code, state law, and other applicable regulations. The business plan must include plans for cash handling and transportation of cannabis and cannabis products to and from the premises.
6. A list of all owners, employees, independent contractors, and volunteers.

D. Neighborhood Context Map. An accurate straight-line drawing depicting the boundaries of the premises, the boundaries of all other properties within 600 feet of the premises, and the uses of those properties, specifically including, but not limited to, any use identified in Business and Professions Code section 26054(b), and any park. The map must also identify any residentially zoned parcel that is located within 200 feet of the premises. The map must be professionally prepared by a licensed civil engineer or architect.

E. Security Plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises. The security plan must be prepared by a qualified professional.

F. Lighting Plan. A lighting plan showing existing and proposed exterior and interior lighting levels that would be the minimum necessary to provide adequate security lighting for the use.

G. The name, phone number, and email address of an on-site community relations representative or staff member or other representative to whom the City can provide notice if there are operating problems associated with the cannabis business or refer members of the public who may have complaints or concerns regarding the cannabis business. This information shall be available to neighboring businesses and residences located within one hundred feet of the cannabis business, as measured in a straight line without regard to intervening structures.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.050 - Additional application requirements.

A. Each cannabis business shall obtain a separate conditional use permit.

B. The applicant shall submit proof that the applicant is, or will be, entitled to possession of the premises for which application is made.

C. The applicant shall submit proof of the nature of the cannabis business's organizational status, such as articles of incorporation, by-laws, partnership agreements, and other documentation which may be required by the City.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.060 - Procedures and findings for approval of cannabis retailer conditional use permit.

A. A cannabis retailer conditional use permit shall be processed in accordance with the procedures set forth in Chapter 17.52, Conditional Use Permits, with the following exceptions:

1. Any provision that requires the approval by the Planning Commission with appeal to the City Council shall be replaced with the requirement that the Planning Commission make a recommendation on the cannabis retailer conditional use permit and that the approval of such permit shall be made by the City Council.
2. Sections 17.52.020 (Application Procedures), 17.52.070 (Expiration), and 17.52.080 (Modifications) shall not apply.
3. Any procedures pertaining to noticing and the setting of a public hearing before the Planning Commission shall also apply to the City Council.

B. An applicant for a cannabis retailer conditional use permit shall comply with the California Environmental Quality Act ("CEQA"). No cannabis retailer conditional use permit shall be granted until the requisite CEQA review has been conducted.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1565, § 16, 7-14-20)

17.54.070 - Approval of cannabis retailer conditional use permit with conditions.

A. Upon approval of a cannabis conditional use permit, the City Council may impose conditions in excess of the requirements set forth in this Chapter including, but not limited to, conditions relating to hours of operation, the operation of any cannabis business, restrictions relating to the deployment or use of the types of equipment used on the premises, and set back requirements.

B. The City may grant a cannabis conditional use permit prior to the applicant having obtained a state license from a licensing authority; however, no approved cannabis business may receive a certificate of occupancy nor operate in the City prior to possessing the requisite state and local licenses and permits.

C. All cannabis businesses must pay all applicable taxes pursuant to all federal, state, and local laws.

D. Cannabis businesses shall comply with all cannabis state laws and regulations.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.080 - Separation requirements and other limitations.

A. Only one cannabis retailer for every 10,000 residents may lawfully operate in the City, with any fraction of that ratio being rounded down to the nearest whole number.

B. No cannabis business shall be located within a 200-foot radius of any residential zoning district. No cannabis business shall be located within a 600-foot radius of any day care center, youth center, public or private school providing instruction in kindergarten or any of grades 1—12, or park. The 600-foot distance requirement does not include any private school in which education

is primarily conducted in a private home or a family day care home. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1539, § 4, 1-8-19)

17.54.090 - Premises.

A. The building where the commercial cannabis activity occurs must be a minimum of 800 square feet in size.

B. All cannabis businesses shall be conducted only in the interior of enclosed structures, facilities and buildings and all operations including the storage or cultivation of cannabis plants at any stage of growth shall not be visible from the exterior of any structure, facility, or building. There shall be no outdoor storage of any kind associated with the cannabis business.

C. Loading areas and loading docks shall be located on the side or rear of the lot, and shall be screened by solid, decorative walls.

D. Hours of operation shall be as approved with the Conditional Use Permit.

E. Cannabis businesses shall only be conducted on properties that are fully compliant with all Banning Municipal Code requirements, including required development standards such as parking, landscaping, etc.

F. All entrances into the premises shall be locked at all times with entry controlled by the permittee's managers and staff.

G. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed on the premises.

H. All commercial cannabis activity in any premises shall be separated from the main entrance and lobby, and cannabis and cannabis products shall be secured by a lock accessible only to managers and staff of the permittee.

I. A permittee shall not, without an approved amendment to the cannabis retailer conditional use permit, make a physical change, alteration, or modification of the premises that alters the premises or the use of the premises from the premises diagram filed with the permit application. Material or substantial changes, alterations or modifications requiring approval include, but are not limited to, the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway or passage alters or changes limited-access areas within the premises.

J. A permittee shall not sublet the premises.

K. Inspections. The City shall have the right to enter all cannabis businesses from time to time upon 24-hour's notice for the purpose of making reasonable inspections to observe and enforce compliance with this Chapter. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the cannabis business is being operated or maintained in compliance with this Code, state law, and other applicable laws and regulations. Any cannabis business licensed pursuant to this Chapter may be required to demonstrate, upon demand by the City that the source and quantity of any cannabis or cannabis products found upon the licensed premises is in full compliance with any applicable local or state law or regulation.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.100 - Personnel and visitors.

A. All agents, officers, or other persons acting for or employed by a cannabis business shall display a laminated or plastic-coated identification badge issued by the cannabis business at all times while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the cannabis business's "Doing business as" name and city business license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

B. Employees and Volunteers Age Requirement. A cannabis business shall not employ an individual less than twenty-one (21) years of age, nor may a cannabis business permit an individual less than twenty-one (21) years of age to volunteer at the cannabis business.

C. Visitors. Limited access areas of a cannabis business shall not be open to the general public. Any individual permitted to enter a limited access area who is not a person that has undergone a background check in accordance with Chapter 5.33 of this Code and is not listed on the premises' worker list shall be considered a visitor. Notwithstanding the foregoing, state and local employees, or their official designees, shall not be considered a visitor provided the individual is on the licensed premises for purposes of official government business.

1. Visitors Identification and Record Requirements. Prior to permitting a visitor into a limited access area, a cannabis business must check the individual's valid government issued identification. The visitor shall be required to sign the cannabis business's visitor log, which must include the individual's name, date of entry, and purpose for entry.
2. Visitors Must Be at Least Twenty-One (21) Years of Age. A cannabis business may not permit a visitor who is less than twenty-one (21) years of age to enter a limited access area.
3. Visitors Prohibited Conduct. A visitor shall not be permitted to engage in any commercial cannabis activity while on the premises.

4. A manager shall be on the site at all times that any other person, except a security guard, is on the site.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.110 - Security.

The premises of a cannabis business must comply with all of the following security requirements:

A. Main Entrance and Lobby. The premises shall have a building with a main entrance that is clearly visible from the public street or sidewalk. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. The premises shall have an area designed for the secure receipt of cannabis and cannabis goods from a licensed distributor.

B. Commercial-Grade Locks. All points of ingress and egress to a premises shall ensure the use of commercial-grade, nonresidential door locks or window locks.

C. A permittee shall hire or contract for 24-hour security personnel to provide security services for the premises. All security personnel hired or contracted for by the cannabis business shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

D. Video Surveillance. The premises must be equipped with a video surveillance system that meets all of the requirements set forth in this subsection.

1. Each premises shall have a digital audio/video surveillance system with a minimum camera resolution of 1280 x 720 pixels.

2. The surveillance-system storage device or the cameras shall be transmission control protocol (TCP) capable of being accessed through the internet.

3. The video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance and shall capture audio such that all sounds are intelligible.

4. Each camera shall be permanently mounted and in a fixed location. Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the premises, and allows for the clear and certain identification of any person and activities in all areas required to be filmed under subsection 5 below.

5. Areas that shall be recorded on the audio/video surveillance system include the following:

a. Areas where cannabis goods are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the premises;

b. Limited-access areas;

c. Security rooms;

d. Areas storing a surveillance-system storage device with at least one camera recording the access points to the secured surveillance recording area;

e. Entrances and exits to the premises;

f. Waste containers.

6. Cameras shall record continuously 24 hours per day and at a minimum of 15 frames per second (FPS).

7. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering, fire, or theft.

8. Surveillance recordings shall be kept for a minimum of 90 days.

9. Surveillance recordings shall be monitored by a third party surveillance company.

10. Surveillance recordings are subject to inspection by the City, and shall be kept in a manner that allows the City to view and obtain copies of the recordings at the licensed premises upon not less than 24 hours advance notice. The permittee shall also send or otherwise provide copies of the recordings to the City upon reasonable notice by the City.

11. Recorded images shall clearly and accurately display the time and date. Time is to be measured in accordance with the United States National Institute Standards and Technology standards.

12. The video surveillance system shall be equipped with a failure notification system that provides notification to the permittee of any interruption or failure of the video surveillance system or video surveillance-system storage device.

13. The video surveillance system shall be equipped with a battery backup system capable of sustaining system operations in the case of an energy failure.

E. Alarm System. The premises shall have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows.

1. The alarm system shall be installed, maintained, monitored, and responded to by a security company licensed by the Department of Consumer Affairs, Bureau of Security and Investigative Services.

2. Upon request, a permittee shall make available to the City all information related to the alarm system.

F. Secure Storage of Product. Cannabis and cannabis products possessed by a cannabis business shall be kept and stored in a secured manner at all times.

G. Lighting. The business entrance(s) and all window areas of any cannabis business shall be illuminated during evening hours. The cannabis business shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, and shielding.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.120 - Track and trace.

All permittees shall comply with the track and trace system established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.130 - Signage.

The premises must comply with the following signage requirements:

A. Business signage shall be limited to the name of the cannabis business only, shall be in compliance with the City's sign code, and shall contain no advertising of any companies, brands, products, goods, or services.

B. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."

C. Limited access areas shall be clearly identified by the posting of a sign which shall be not less than twelve inches wide and twelve inches long, composed of letters not less than one-half inch in height, which shall state, "Limited Access Area—Authorized Personnel Only."

D. A sign shall be posted stating "Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises, in their vicinity, or in any public place is prohibited and a violation of the Banning Municipal Code."

(Ord. No. 1531, § 3G, 11-13-18)

17.54.140 - Cannabis waste management.

Cannabis waste disposal shall be conducted as follows:

A. Cannabis Waste. Cannabis waste must be made unusable and unrecognizable prior to leaving the licensed premises by grinding it and incorporating it with fifty percent non-medicinal cannabis waste.

B. Cannabis waste must be placed in either a trash enclosure or a trash receptacle for which either is locked with a commercial grade lock that is only accessible by the owner, manager, or employee of the cannabis business and any waste disposal company that provide waste disposal services for the cannabis business.

C. The permittee shall comply with Chapter 13.20, Industrial Wastewater Collection and Treatment of the Banning Municipal Code.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.150 - General sanitary requirements.

A. A cannabis business must ensure that its premises is maintained in a sanitary manner and activities on its premises are conducted in a sanitary manner.

B. All facilities of a cannabis business must have adequate and sufficient access to bathrooms and hand-washing facilities with running water at a suitable temperature.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.160 - Odor control.

A. A cannabis business must have a ventilation and filtration system installed that shall prevent cannabis odors from exiting the interior of the structure and shall comply with all related Building Code requirements.

The ventilation and filtration system must be approved by the Building Official and installed prior to the commencement of business activities on the premises.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1565, § 18, 7-14-20)

17.54.170 - Operating regulations.

A. Limited Hours of Operation. A cannabis retailer may only be open to the public and engage in sales between the hours of 8:00 (eight) a.m. and 10:00 (ten) p.m.

B. Product Not Visible To Public. The display of cannabis and cannabis products for sale shall not be visible from outside the licensed premises.

C. Age Restricted Entry. A cannabis retailer may not permit an individual less than twenty-one years of age into the licensed premises, except a cannabis retailer with an M-license (allowing for the sale of medicinal cannabis and cannabis products) from the state may permit an individual aged eighteen years or older into the licensed premises if the cannabis retailer verifies the individual is a qualified patient with a physician's recommendation or a primary caregiver, as those terms are defined under State law.

D. Cannabis Paraphernalia Sales. Cannabis retailers may sell or otherwise provide equipment, supplies, and paraphernalia used to consume cannabis and cannabis products.

E.

Electronic Point-of-Sale System Required. Cannabis retailers must have an electronic point of sale system that is either part of their seed to sale software or integrates with their seed to sale software. The electronic point of sale system must be capable of producing an electronic or automatic paper record for all transactions associated with any product sold, rented, or otherwise provided to the customer.

F. No Sales of Expired Product. Cannabis retailers may not sell any expired products, cannabis or cannabis products. Cannabis retailers shall not alter, edit, or adjust in any manner an expiration date on any item or product once affixed by its manufacturer.

G. Handling of Edible Cannabis Products. Cannabis retailers that possesses edible cannabis products shall comply with the provisions of all relevant state and local laws regarding the storage, handling, and sale of food.

H. Sale of Untested Products. All cannabis and cannabis products sold by a cannabis retailer must be tested by a State licensed testing laboratory prior to sale to a purchaser in accordance with the MAUCRSA.

I. Consumption of Cannabis and Cannabis Products on Premises. Cannabis and cannabis products shall not be smoked, vaporized, ingested or otherwise consumed on the licensed premises of a cannabis retailer. Premises as used in this subsection includes the actual building, as well as any accessory structures, common areas and parking areas.

J. Tamper-Evident, Child-Resistant Packaging Required. A cannabis retailer shall not deliver or sell cannabis products that are not packaged or labeled in a resealable, tamper-evident, child-resistant package. The cannabis and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products.

K. Cannot Be Attractive to Children. Cannabis packaging and labeling shall not be designed to appeal to children, including, but not limited to, cartoon characters or similar images.

L. State-Mandated Warnings and Information. All cannabis and cannabis product labels and inserts shall include the state-mandated warnings and information contained in Business and Professions Code Section 26120(c).

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1565, § 19, 20, 7-14-20)

17.54.180 - Other provisions.

A. No person shall give, sell, distribute, or otherwise transfer any cannabis product in any manner not consistent with the approved cannabis conditional use permit or that violates local or state law.

B. Permittees must cooperate with City staff and Police Department personnel who are conducting inspections or investigations relevant to the enforcement of laws and regulations related to this Chapter.

C. Permittees must comply with all state laws and regulations that pertain to cannabis businesses including, but not limited to, the MAUCRSA, and any regulations promulgated by a licensing authority.

D. Minimum square footage of the building shall be 800 square feet unless otherwise provided by the State.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.190 - Indemnification.

A. Indemnification. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any permit pursuant to this Chapter or the operation of any cannabis business approved by such permit pursuant to this Chapter. As a condition of approval of a permit granted under this Chapter, the applicant shall:

1. Indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation of federal law associated with the operation of the cannabis business as provided in this chapter.
2. Maintain insurance in the amounts and of the types that are acceptable to the City pursuant to guidelines and policies set forth by the City.
3. Name the City as an additionally insured on all City required insurance policies.
4. Defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of a permit or the operation of the cannabis business.
5. Reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge (or federal enforcement action) related to the City's approval of a permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.200 - Expiration.

Notwithstanding any other provision of this Code, a retailer conditional use permit shall only be issued if it includes conditions that require (1) an application for a building permit for any construction or tenant improvements for the proposed use to be submitted within forty-five days of approval of the retailer conditional use permit, (2) that any physical construction in reliance on the building permit be commenced within sixty days after the issuance of the building permit, and (3) that the retailer commence its operations within one hundred eighty days of the issuance of a building permit. If the applicant fails to satisfy the requirements for the forty-five-day, sixty-day, or one hundred eighty-day period, the retailer conditional use

permit shall automatically become null and void, unless the applicant files an application for an extension prior to the expiration of the applicable deadline and thereafter obtains that extension from the Community Development Director on the basis that the extension is warranted by special circumstances and that the applicant would be irreparably injured by the denial of an extension. In addition, if after commencement of construction, work is discontinued for a period of one hundred eighty days, the Conditional Use Permit shall become null and void.

(Ord. No. 1565, § 17, 7-14-20; Ord. No. 1577, § 26, 9-28-21)

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Single-family dwellings, new [12]	P	X	X	X	X	X	X	X
Accessory Dwelling Unit	P	X	X	X	X	X	X	X
Other Uses								
Commercial or telecommunications antennae	X	C	C	C	C	C	C	C
Public utility facilities	X	P	P	P	P	P	P	P
Emergency shelters	X	X	X	X	X	P	X	X
Cannabis Commercial Indoor Cultivation [9]	X	X	X	X	C	X	C	X
Cannabis Personal Cultivation [7]	X	X	X	X	X	X	X	X
Cannabis Manufacturing Level 1 [9]	X	X	X	X	C	X	X	X
Cannabis Retailer	X	X	C [8]	X	X	X	X	X
Cannabis Testing Laboratory [9]	X	X	X	X	C	X	X	X
Cannabis Distribution Facility [10]	X	X	X	X	C	X	X	X
Cannabis Microbusiness [11]	X	X	X	X	C	X	C	X
Other Cannabis Uses	X	X	X	X	X	X	X	X

1 Surface mining permit required. See Chapter 17.100.

2 Mobile phones, televisions, video, audio systems, and digital cameras.

3 Refer to Section 17.12.050(B) for conditional use permit requirements.

4 A government office shall include administrative functions as well as those activities that will involve on-site customer patronage. A government office that is only administrative in nature, involving no customer patronage, can be considered a professional office.

5 When undertaken in conjunction with on-site retail as a primary use.

6 Existing mixed residential/commercial uses that are legal and nonconforming with respect to Conditional Use Permits may be reoccupied.

7 Cannabis Personal Cultivation is prohibited except in a house, an apartment unit, a mobile home, or other similar dwelling that is a legal non-conforming use and that otherwise complies with Chapter 5.34 of this Code.

8 Cannabis Retailers shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.54.

9 Cannabis Commercial Indoor Cultivation, Cannabis Manufacturing Level 1, and Cannabis Testing Laboratory uses shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53.

10 A Cannabis Distribution Facility shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53.

11 A Cannabis Microbusiness shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53.

12 New Single-Family Residential Dwellings shall be prohibited on (East/West) Ramsey Street and (North/South) San Gorgonio Avenue.

City of Banning
Community Development Department

MEMORANDUM

DATE: July 7, 2026

TO: Matthew Bassi, Interim Community Development Director

FROM: Mark Staples, Planning Manager

RE: Existing Cannabis Businesses in Banning

The following is a summary of the existing cannabis retail businesses in Banning:

CANNABIS RETAILERS

1. 1034 W. Ramsey St. – Harvest Corner (CUP 20-8001): City Council approval on June 23, 2020 (Currently Operating and has an Active Business License)

2. 1474 W. Ramsey St. – Black Sun Medicinals (CUP 19-8010): City Council approval on January 14, 2020 (Currently Operating and has an Active Business License)

3. 2372 W Ramsey St. – Nourish Earth Inc. (CUP 19-8006): City Council approval on January 14, 2020 (Currently Operating and has an Active Business License)

The following is a summary of the existing industrial cannabis cultivators and manufacturers:

CANNABIS CULTIVATORS (Indoor Grow Businesses)

1. 820 S Hathaway St – Green Grow Farms (CUP 20-8010): City Council Approval on December 8, 2020 (Currently Operating and has an Active Business License)

2. 313 S. Galleher St. #101/102, SJ Agrigrow (CUP 21-8012): City Council Approval on Sept. 28, 2021 (Under Construction and Not Yet Operating)

3. 301 S. Galleher St – Flower Dept, LLC (CUP 24-0107): City Council Approval on Sept. 23, 2025 (Under Construction and Not Yet Operating)

CANNABIS MANUFACTURER

1. 195 E Lincoln St. – Tres Jotas Properties, LP (CUP 22-8003): City Council Approved Sept. 27, 2022 (Currently Operating and has an Active Business License)

   Note: This is a Type 6 non-volatile solvent manufacturing or mechanical extraction (i.e. do not produce flammable gas or vapor, ethanol, carbon dioxide, etc. OR utilizes mechanical extraction with pressure, heat, or cold to extract)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Art Vela, Director of Public Works**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Consideration of Resolution 2026-110, Approving the Purchase of a New IBM Server to Support the Central Square-Naviline ERP Upgrade, Authorizing the Required Installation Services, and Approving a Citywide Naviline Business Process Review and System Re-Implementation**

STAFF RECOMMENDATION:

Adopt Resolution 2026-110

BACKGROUND:

The City currently operates the CentralSquare Naviline Enterprise Resource Planning (ERP) software system in an on premises environment. The existing IBM hardware platform has reached the end of its support lifecycle and is no longer compatible with the operating system and software versions required to deploy the latest Naviline release. To maintain vendor support, ensure software compatibility, and preserve operational stability, an upgrade of the underlying server hardware is required.

The current Navaline ERP modules utilized by the City include:

- Customer Information System (i.e. Utility Billing)
- Fixed Assets
- Payroll/Personnel
- Purchasing/Inventory
- Land/Parcel Management
- GMBA (Government Management and Budgetary Accounting)
- Cash Receipts
- Work Order Interface

As part of a broader long term IT infrastructure evaluation, staff reviewed both the continuation of the on premises environment (Option 1) and the option to migrate to the Naviline Cloud platform (Option 2). The evaluation considered system requirements, operational impacts, financial constraints, and the City's long term strategic objective to maintain uninterrupted ERP operations while continuing to evaluate future system modernization opportunities.

Option 1 – Continue On Premises Operation (Recommended)
This option involves purchasing a new IBM server that meets the current operating system requirements for the latest Naviline software release. Key benefits include:

- Ensuring compliance with Naviline vendor support requirements

- Maintaining full compatibility with current and future software updates
- Preserving system performance and existing department workflows
- Maintaining the City's direct control over data, infrastructure, and security
- Providing the most cost effective approach under current financial conditions

This option ensures the City continues operating a fully supported ERP system using existing staff expertise and current operational practices.

Option 2 – Transition to CentralSquare's Naviline Cloud Platform
Staff evaluated the cloud hosted Naviline option, which provides advantages such as reduced local hardware maintenance, enhanced uptime, and improved disaster recovery.

The cloud solution is approximately $80,000 more annually than the City's current on premises cost structure. However, this difference narrows during years when new IBM replacement hardware is required (every 6-8 years), as those years include larger one-time capital expenditures for on premises infrastructure.

Despite this narrowing, the recurring annual cost increase remains significant and is not feasible within the City's current financial constraints. For this reason, cloud migration is not recommended at this time. The cloud option is an alternative that could be considered in the future once the hardware is at the end of its useful life and the City's financial position improves.

Business Process Review and System Re Implementation (Recommended Regardless of Option)
The Naviline system has been in use for more than 20 years. Over this period, the City has experienced substantial organizational changes, staff turnover, and retirements, resulting in a loss of institutional knowledge. Many departments no longer fully utilize available Naviline functionality, and some workflows reflect outdated or incomplete system usage.

Staff recommends treating the Naviline upgrade as a functional system re-implementation, including a comprehensive business process review. This effort would:

- Modernize workflows across all departments
- Align City processes with current system capabilities and industry best practices
- Rebuild institutional knowledge through targeted training
- Improve consistency and system usage across departments
- Identify opportunities to streamline operations and reduce manual work
- Maximize the City's return on its ERP investment

This re-implementation approach applies to either deployment model (on premises or cloud) and is essential to ensuring long term ERP success.

OMNIA Partners – Hardware Installation
The City is utilizing the sole-source procurement provisions permitted under its Purchasing Policy to retain Solutions II for installation and integration services. Solutions II is an authorized installer and integrator for the specific hardware purchased through the OMNIA Partners cooperative agreement. OMNIA contracts are competitively solicited at the national level and provide pre-vetted vendors, verified qualifications, and competitively established pricing. Although other information technology service providers exist, they lack the manufacturer certifications and OMNIA contract authorization required to install and integrate the City's purchased hardware.

Cooperative purchasing agreements like OMNIA Partners are commonly used by the City and are recognized as an acceptable procurement method for public agencies because they streamline acquisition, reduce administrative overhead, and ensure compliance through competitively awarded contracts. Utilizing this agreement allows the City to obtain specialized hardware installation services

from a contractor already determined to be qualified through a rigorous competitive process, eliminating the need for a separate bid solicitation.

JUSTIFICATION:

The City's NaviLine ERP system supports key financial, utility billing, payroll and purchasing functions. The current IBM server is at end of life and cannot support required system upgrades. Replacing it is necessary to maintain vendor support, ensure compatibility, and avoid service disruptions.

Staff also evaluated a move to CentralSquare's cloud platform, but it would increase annual costs by approximately $80,000. Given current budget constraints, replacing the server and remaining on-premises is the most cost-effective option while maintaining performance. Cloud migration may be reconsidered in the future.

A Business Process Review and system re-implementation are also needed due to outdated workflows and loss of institutional knowledge over time. This effort will improve consistency, reduce manual processes, enhance training, and better use existing system capabilities.

Together, these actions provide a cost-effective approach to maintain ERP operations, improve efficiency, and preserve future modernization options.

Lastly, staff's recommendation to approve Resolution 2026-110, is consistent with the City's Strategic Plan, Strategic Initiative 4b. "Two Phase Evaluation of the City's Utility Billing Function". This strategic initiative describes the first phase as including upgrading the existing utility billing software by bringing Navaline to the most current version.

FISCAL IMPACT:

The cost to purchase of the new IBM server hardware is $55,321.39.

The installation costs to install the new hardware is $8,200.

The Business Process Review and System Re-Implementation, a service to be provided by Central Square, will cost $69,840.

The total cost of the project is $133,361.39.

The required funding will be a part of the Information Systems Services (Fund 703) Fiscal Year 2026/2027 budget.

ATTACHMENTS:

1. Reso 2026-110.docx
2. CentralSquare BPR Proposal
3. Omnia Partners POWER10 Hardware Proposal.pdf
4. Solutions II Installation/Migration Services Proposal.pdf
5. Sole Source Vendor Form Solutions II.pdf

RESOLUTION 2026-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF A NEW IBM SERVER TO SUPPORT THE CENTRALSQUARE NAVILINE ERP UPGRADE, AUTHORIZING THE REQUIRED INSTALLATION SERVICES, AND APPROVING A CITYWIDE NAVILINE BUSINESS PROCESS REVIEW AND SYSTEM RE-IMPLEMENTATION

WHEREAS, the City operates the CentralSquare NaviLine Enterprise Resource Planning (ERP) system in an on-premises environment to support essential functions, including utility billing, accounting, payroll, purchasing, fixed assets, land and parcel management, cash receipts, and work-order interfaces; and

WHEREAS, the City's existing IBM hardware platform has reached the end of its support lifecycle and is not compatible with the operating system and software versions required to deploy the latest NaviLine release; and

WHEREAS, replacement of the IBM server is necessary to maintain vendor support, software compatibility, operational stability, and uninterrupted performance of the City's core ERP functions; and

WHEREAS, City staff evaluated both continued on-premises operation and migration to the CentralSquare NaviLine cloud platform and determined that the cloud platform would increase recurring annual costs by approximately $80,000; and

WHEREAS, under the City's current financial constraints, continued on-premises operation with replacement IBM hardware is the most cost-effective option and preserves the City's ability to evaluate cloud migration or other modernization opportunities in the future; and

WHEREAS, the NaviLine system has been in use for more than 20 years, during which staff turnover, retirements, organizational changes, and evolving business practices have resulted in inconsistent use of the system and a loss of institutional knowledge; and

WHEREAS, a comprehensive Business Process Review and system re-implementation will modernize workflows, improve consistency, provide targeted training, reduce manual processes, and maximize the City's existing ERP investment; and

WHEREAS, the proposed hardware installation services are available through an OMNIA Partners cooperative purchasing agreement that provides competitively established pricing, pre-negotiated terms, and verified contractor qualifications; and

WHEREAS, Solutions II is the contractor authorized for the selected hardware solution, and its use will promote system compatibility, preserve applicable warranty and support coverage, reduce procurement time and administrative cost, and avoid unnecessary project delay; and

WHEREAS, the proposed project is consistent with Strategic Initiative 4b of the City's Strategic Plan, which includes upgrading the existing utility billing software by bringing NaviLine to the most current version; and

WHEREAS, the total cost of the proposed hardware, installation services, Business Process Review, and system re-implementation is $133,361.39 and will be funded through the Information Systems Services Fund (Fund 703) Fiscal Year 2026/27 budget.

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 new IBM server hardware required to support the latest CentralSquare NaviLine ERP release in an amount not to exceed $55,321.39 utilizing Omnia Partners Contract 159072.

SECTION 2. The City Council authorizes the procurement of related hardware installation services from Solutions II in an amount not to exceed $8,200.

SECTION 3. The City Council approves CentralSquare's performance of a citywide NaviLine Business Process Review and system re-implementation in an amount not to exceed $69,840.

SECTION 4. The City Council hereby authorizes the City Manager, or designee, to make necessary non-substantive revisions to the agreements and to execute all purchase orders, agreements, amendments, and related documents necessary to complete the IBM server purchase, installation services, and Business Process Review and System Re-Implementation, in forms approved by the City Attorney, provided the total cost does not exceed the amounts approved herein.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 25th day of August 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Phaedra Norton, 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 2026-110, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of August 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

Exhibit A
Agreements

Quote prepared on:
August 03, 2026
Quote prepared by:
Sage Brownchweig
sage.brownchweig@centralsquare.com

Quote #: Q-265516
Primary Quoted Solution: NaviLine PA
Quote expires on: December 05, 2026

Quote prepared for:
Eric Brown
City of Banning
Att: Finance Department P.O. Box 998
Banning, California 92220
(951) 922-3133

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Consulting Services - As Incurred	43,200.00
2.	Public Administration Project Management Services - As Incurred	8,640.00
3.	Public Administration Project Management Services - As Incurred	3,600.00
4.	Public Administration Training Services - As Incurred	14,400.00

Services Total 69,840.00 USD

QUOTE SUMMARY

Services Subtotal 69,840.00 USD

Quote Subtotal 69,840.00 USD

Quote prepared on:
August 03, 2026
Quote prepared by:
Sage Brownchweig
sage.brownchweig@centralsquare.com

Quote Total	**69,840.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

Quote prepared on:
August 03, 2026
Quote prepared by:
Sage Brownchweig
sage.brownchweig@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Applicable Additional terms will be added to the next page.

Quote:20260803
Valid until 8/31/2026

NaviLine POWER Upgrade Proposal
for
City of Banning
Omnia Partners Contract 159072

Solutions II

Product	Description	Qty	IBM MSRP	Solutions II Sales Price
9028-21B	**2U POWER10 Model S1012**	1	4,400.00	$ 4,048.00
0040	Mirrored System Disk Level, Specify Code	1	-	
2145	Primary OS - IBM i	1	-	
2319	Factory Deconfiguration of 1-core	3	-	
5557	System Console-Ethernet LAN adapter	1	-	
6458	Power Cord 4.3m (14-ft), Drawer to IBM PDU (250V/10A)	2	28.00	$ 25.76
9300	Language Group Specify - US English	1	-	$ -
AKNC	Premium S&H Indicator	1	297.00	$ 297.00
EB3Y	AC Common Redundant Power Supply - 800W for Server (100	2	1,100.00	$ 1,012.00
EB75	IBM i 7.5 Indicator	1	-	
EJ2C	PCIEe LP 12Gb x8 SAS Tape HBA Adapter	1	1,799.00	$ 1,655.08
EJX0	Front IBM Bezel for Rack-Mount	1	499.00	$ 459.08
ELYA	ES3A/ES5B Load Source Specify (800 GB 4K NVMe U.2 SSD P(	1	-	
EMBW	64GB (2x32GB) ISDIMMs, 3200 MHz, 8Gbit DDR4 Memory	1	7,174.00	$ 6,600.08
EN2Y	PCIe LP 4-Port 1GbE Adapter	2	700.00	$ 644.00
ENSA	200 GB IBM i NVMe Load Source Namespace size	1	-	
EPFV	One Processor Core Activation for EPG7	4	-	
EPG7	4-core Typical 3.0 to 3.90 Ghz (max) Power10 Processor	1	3,299.00	$ 3,035.08
ERKE	Unit Enclosure and Rack Mounting Hardware	1	450.00	$ 414.00
ES5B	Enterprise 800GB SSD PCIe4 NVMe U.2 module for IBM i	4	9,884.00	$ 9,093.28
EU2K	Operator Panel LCD Display	1	399.00	$ 367.08
EUA5	Standalone USB DVD drive w/cable	1	99.00	$ 91.08
9811-A03	3 YEAR, ADVANCED EXPERT CARE	1	1,819.69	$ 1,819.69
			=========	=========
	9028-21B Price		31,947.69	29,561.21
3580-H8S	**TS2280 LTO 8 SAS Tape Drive**	1	14,746.00	11,796.80
1412	SAS tape drive support	1	278.20	222.56
5507	4m Mini-SAS HD/Mini-SAS 1X Cable	1	187.25	149.80
7003	Rack Mount Shelf Kit w/PDU Line Cord	1	188.32	150.66
9800	2.8m Power Cord 125V US/Canada	1	20.33	16.26
AKNC	Premium S&H Indicator	1	50.00	50.00
6661-B01	Warranty Service Upgrade 3 YR 24x7 Same Day 4hr	1	1,095.00	1,095.00
			=========	=========
	3580-H8S Price		16,565.10	13,481.08

Quote:20260803
Valid until 8/31/2026

NaviLine POWER Upgrade Proposal
for
City of Banning
Omnia Partners Contract 159072



Product	Description	Qty	IBM MSRP	Solutions II Sales Price
	Subscription Licensing and Support			
5663-SP1	IBM i Subscription Term Processor 3Y Registration	1	-	
0428	P05 Subscription Reg 24x7 3Y	1	687.00	583.95
0429	P05 Per Processor 3Y Subscription (21x/22x/41x/VSN P05 Tie	1	-	
5663-SU1	IBM i Subscription Term User 3Y Registration	1	-	
0005	Conversion to Subscription Unlimited Users 3Y (21x/41x P05	1	-	
5770-SP3	IBM i Subscription Term Processor 3Y Billing	1	-	
2439	P05 Per Processor 3Y Subscription Billing	1	7,937.00	6,746.45
5770-SS1	IBM i V7	1	-	
3439	Subscription Term Registration	36	-	
3450	Electronic SW Delivery (ESD)	1	-	
5851	Supply IBM i Lang Group 1 (i7.5)	1	-	
5875	i 7.5 Licensed Machine Code -RS 750-H (TR7)	1	-	
5975	i 7.5 USB Licensed Machine Code-RS 750-H (TR7)	1	-	
6096	Subscription License Registration (7.5)	1	-	
5770-SU3	IBM i Subscription Term User 3Y Billing	1	-	
2395	P05 Conversion to Subscription Unlimited Users 3Y	1	5,393.00	4,584.05
5773-PVE	3-Year SWMA for PowerVM	1	-	
0999	Per Proc SW Maint Registration (Small)	1	429.00	364.65
			=========	=========
	3 Year Subscription Licensing Price		14,446.00	12,279.10
	Hardware Price		48,512.79	43,042.29
	Subscription OneTimeCharge		14,446.00	12,279.10
			=========	=========
	OMNIA PARTNERS Contract #159072 Products		$ 62,958.79	$ 55,321.39

Hardware Solution Total **$ 55,321.39**

Prepared by: Lori Blan
lori.blan@solutions-ii.com
770-216-4462
August 3rd, 2026

Proposal
For
City of Banning
NaviLine POWER10 Installation Services



Lori Blan
Office (770) 216-4462
lori.blan@solutions-ii.com

Solutions II, Inc.
8822 S. Ridgeline Blvd
Suite 117
Littleton, CO 80129

These prices are for your information only and are subject to change without notice. Tax not included.

Remote Assistance with Installation and Data Migration Services

Includes Tape Drive Adapter for POWER7 connection to LTO8 drive

Includes Upgrade to V7.5

Services Total $ 8,200.00

SOLE SOURCE/EMERGENCY PURCHASE JUSTIFICATION

Date: 8/5/2026 Dept./Div.: 703/3700 Phone: 951-922-3133

Contact: Lori Blan

Vendor: Solutions-ii

Address: 8822 S. Ridgeline Blvd., Suite 117 | Littleton, Colorado 80129 Phone: 770-216-4462

Check reason for sole source/emergency purchase request:

- ☐ **Sole Source:** No other items are known to exist which perform the same function.
- ☒ **Standardization:** The City requires the item(s) to standardize parts, design, quality, etc. (explain in more detail below)
- ☐ **Scarce Commodity:** To procure a commodity that is in critical short supply, such as fuel, potable water, MRE's porta-potties, etc. and the vendor will be out of inventory if the bid process is followed. (This option is not permitted once inventories begin to normalize.
- ☐ **Emergency Protective Measures:** This classification is for extraordinary measures that may be needed when life, public health or improved property are in imminent danger. For instance, during the winter season, the purchase of sand and sand bags would not constitute an extraordinary measure. Purchases of sand and sandbags should be a normal purchase and anticipated before the winter season arrives. An extraordinary protective measure could be the rental of temporary fencing to cordon off structures in imminent danger of collapse.
- ☐ **Emergency Consulting Services:** The procurement is for a technical consulting service of an immediate nature, such as inspection of a heavily damaged structure to determine if a collapse is imminent or inspection of a slope to determine the nature and extent of landslide potential.
- ☐ **Emergency Road Clearance:** Services needed to clear roads to provide access for emergency service vehicles. This is not used for general debris removal.
- ☐ **Other Emergency Requirement:** Purchase necessary for the preservation of life, public health or improved property due to imminent danger. Provide a brief explanation of the immediate problem and include the potential consequences if left unaddressed
- ☐ **Non-Responsive Bids:** Bids were solicited, but no responsive bid has been received from requested bidders. A copy of all bids and a list of other solicited vendors must be attached.
- ☐ **Pre-Existing Contract:** The purchase was made under terms of a pre-existing competitively bid disaster services, materials, or supplies contract.
- ☐ **Patent or Copyright:** The item is patented or copyrighted and vendor has exclusive sales rights.
- ☐ **Legal Monopoly:** The item or product or service of a legal monopoly.
- ☐ **Captive Replacement Part:** The item is a captive replacement part. Use of a generic part will void a warranty, or use of a generic part will require extensive modifications to existing equipment which would be cost prohibitive.
- ☐ **Sole Distributor:** The vendor is the only authorized distributor of this item.

Narrative Justification – Explain the following. Be very precise when filling in this section.

- Describe what is being purchased or rented.
- Describe where the equipment, material or services will be used.

- Specify the immediate hazard or threat that poses imminent danger. (The phase "earthquake damage" is insufficient. Provide detail: "A three story unreinforced masonry building is severely damaged and appears to be in imminent danger of collapse onto the public right of way."
- Describe the minimum acceptable actions that can be taken to reduce or eliminate the hazard i.e., "Install temporary chain link fencing around the structure at a distance of 20 feet from the building."
- Describe consequences if left unaddressed. "The building may collapse injuring bystanders."

Product or service to be purchased or rented:

Installation and Migration Services for New IBM Server Installation

Location of product or service use:

99 E. Ramsey Street

Specific Hazard or Threat (complete for emergency justification):

Minimum action to reduce threat (complete for emergency justification):

Consequences if unaddressed (complete for emergency justification):

Cost Rationality – The cost of the equipment, supplies or services procured are deemed to be rational by virtue of the following circumstances. Check the appropriate box(es) below. Attach any documentation to support you rational.

- [x] The prices charged are comparable with the prices paid for similar goods or services within the last 12 months.
- [ ] Using readily available catalogs or price lists, and/or internet sources, it's determined that the cost are reasonable within the circumstances at hand. (Attach copies)
- [ ] The prices paid for the goods or services exceed normative pricing, but the circumstances required their purchase, and only enough of the goods or services were purchased to deal with the specific emergency at hand. All additional purchases of the same goods or services will be made through normal procedures.
- [ ] There are no available sources for market cost rationale due to the above mentioned sole source, non-responsive bids, patent or copyright, legal monopoly and sole distributor classification.

Authorizations:

Dept. Head's Signature: _____ Date: _____

Purchasing Officer's Signature: _____ Date: _____

City Manager's Signature: _____ Date: _____

ATTACH TO THE SOLE SOURCE FORM
DETAILED JUSTIFICATION FOR SOLE SOURCE:
(widen text boxes as necessary)

The requestor shall clearly provide:

a. A detailed description of the type of contract to be established;

The City of Banning intends to establish a service contract through an approved cooperative purchasing agreement (Omnia Partners) with our existing hardware vendor for network and technology equipment installation services. This contract will cover installation, configuration, and integration of the equipment the City already procures through the same vendor under the cooperative purchasing program.

b. A detailed description of services and/or commodities to be provided by the vendor;

The vendor will provide professional installation services for hardware previously purchased under the Omnia cooperative contract, including networking equipment, servers, switching infrastructure, and related components. Services include remote installation, hardware configuration, compatibility testing, and ensuring full integration with existing City systems.

c. An explanation of why the recommended vendor is the only one capable of providing the required services and/or commodities and include back-up information to support the justification;

The vendor is uniquely positioned to provide installation services because they are the authorized installer and integrator for the specific hardware the City purchases through the Omnia cooperative agreement. Their technicians are certified for this equipment, ensuring compatibility, warranty protection, and compliance with manufacturer requirements.

Using a different installer may void warranties, cause configuration issues, or require additional support costs due to lack of product-specific expertise. Additionally, Omnia agreements are competitively bid at the national level, ensuring pre-vetted vendors with verified qualifications and pricing structures already compliant with procurement standards.

d. The identity of other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements;

Although other IT service vendors exist, they do not have the manufacturer certifications or Omnia contract authorization required to install the specific hardware procured by the City. Without those credentials, they cannot guarantee warranty compliance or validated integration services. As a result, alternative providers cannot meet technical requirements for installation of this equipment.

e. An explanation of how the recommended vendor's prices or fees compare to the general market and attach quotes for comparable services and supplies, if available (limited competition);

The vendor's pricing is established through the Omnia cooperative purchasing agreement, which is competitively bid and publicly awarded. This ensures pricing that is already benchmarked at or below market rates. Any additional quotes obtained from non-authorized installers reflect either higher pricing or incomplete service scopes due to lack of certification.

f. An explanation of how the City would accomplish this particular task if the recommended vendor could not provide the product or service.

If the recommended vendor were unable to provide installation services, the City would face significant delays and additional costs associated with identifying and contracting a certified installer capable of working with the purchased equipment. The City would also risk warranty issues, compatibility problems, and extended downtime caused by using installers unfamiliar with the hardware purchased under the cooperative agreement. No alternative vendor currently offers the required combination of certification, cooperative contract coverage, and product-specific installation expertise.

Note: Valid Sole Source justification requires strong technological or strong programmatic justifications

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Marisol Lopez, Economic Development Manager** **Elizabeth Gibbs, City Manager**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Informational Update: Existing Vacant Property Registration and Enforcement Framework Under Banning Municipal Code Chapter 8.12 and Ordinance No. 1589**

STAFF RECOMMENDATION:

That the City Council receive the report, discuss the information presented, and provide direction to staff, as deemed appropriate.

BACKGROUND:

Vacant commercial properties and long-term inactive storefronts can negatively impact the appearance, safety, economic vitality, and public perception of commercial corridors. Vacant buildings may reduce pedestrian activity, affect nearby businesses, contribute to blight, limit sales tax generation, and make business recruitment more challenging.

The City of Banning continues to prioritize economic development, business attraction, retail recruitment, downtown revitalization, the Downtown Complete Streets Plan, and activation of underutilized commercial areas. These priorities support the City's broader economic development goals and the Banning 2030 vision to strengthen and diversify the local economy.

This informational item provides the City Council and the community with an overview of the City's existing vacant property registration ordinance, current operational information, and general policy considerations related to long-term vacant commercial properties under Banning Municipal Code Chapter 8.12.

The City has a vacant property registration framework under Banning Municipal Code Chapter 8.12, titled "Registration of Vacant Properties." Banning Ordinance No. 1589 amended and restated Chapter 8.12 in 2023. The ordinance states that vacant properties are a cause and source of blight in residential and nonresidential neighborhoods and establishes registration requirements for residential, commercial, industrial, and mixed-use properties that are vacant, abandoned, distressed, in disrepair, or in a state of foreclosure or default. [Source: Ordinance No. 1589; BMC Chapter 8.12.]

Chapter 8.12 requires the owner of any abandoned, distressed, or vacant property to register the property with the City of Banning Community Development Department. The ordinance defines "vacant" as a building or structure that is not legally occupied. Registration is required based on the earliest applicable trigger, including: 30 days after the property becomes vacant when the owner does not intend for the property to be reoccupied; 10 days after the property has been vacant and not reoccupied for 30

days; or 10 days after the City provides written notice that the property is vacant based on inspection. [Source: Ordinance No. 1589; BMC 8.12.030 and 8.12.040.]

The ordinance currently references the Community Development Department and Community Development Director. Staff notes that Code Enforcement is currently part of the Police Department. The ordinance language appears to reflect the City's prior organizational structure, when Code Enforcement was under Community Development.

The registration requirement is placed on the property owner, not necessarily the former business tenant. If a business entity owns the vacant commercial property, that business entity may be responsible for registering the property. If a tenant closes or vacates a leased storefront, the responsibility generally falls on the property owner or responsible party identified under the Municipal Code.

Chapter 8.12 includes maintenance, inspection, signage, enforcement, violation, and public nuisance provisions. The City Code Enforcement Division may inspect properties when there is evidence of vacancy and may require registration if a property is determined to be vacant. Registered properties are subject to inspection every six months to determine compliance with Chapter 8.12. [Source: Ordinance No. 1589; BMC 8.12.050.]

Under BMC 8.12.040, the City Council establishes fees for vacant property registration and renewals. The ordinance states that the required fee must accompany the registration application or renewal and that registration and renewal fees are not prorated. The available City fee schedule identifies a Vacant & Distressed Building Fee of $75.00 per property/per year. [Source: Ordinance No. 1589; BMC 8.12.040; City Fee Schedule.]

Current Implementation Status, Code Enforcement provided the following operational information for City Council and public awareness:

- Vacant property registrations are required to be renewed annually under the ordinance.
- Code Enforcement does not currently maintain a registry of vacant properties and works reactively to gain compliance as cases are identified.
- Although the ordinance provides for six-month inspections of registered properties, those inspections are not currently being completed. Code Enforcement reports it is approximately nine months behind on code inspections due to the overall caseload.
- The reporting structure does not include a filter to identify the number of citations issued specifically for vacant property registration cases.

Attachment C summarizes the number of vacant property registration notices issued: 2024: 22 notices; 2025: 33 notices; and 2026 YTD: 45 notices.

Code Enforcement is unable to provide the total vacant property registration fee revenue collected as the financial system does not separate vacant property registration fees from other Code Enforcement revenue. All revenue is deposited into the same Code Enforcement general ledger account.

Surrounding City Comparison

Several surrounding and comparable jurisdictions also use vacant or abandoned property registration programs that address registration, maintenance, local contact information, inspections, and enforcement. Attachment A is included for general informational context. The comparison confirms that Banning already has an adopted registration and property-maintenance framework; it is not presented as a recommendation for a particular policy approach.

Downtown Banning Property Data and Inventory

Staff also conducted a preliminary review of publicly available listings for Downtown Banning and Ramsey Street commercial properties. The listing information is provided only to illustrate properties being marketed for sale or lease and should not be treated as a formal City vacancy or enforcement

determination. A property may be occupied, partially leased, under negotiation, or listed for sale while continuing to operate.

Attachment B is included for informational purposes only and is not a vacant property registry, a City-maintained enforcement list, or a formal determination that any property is vacant under BMC Chapter 8.12. Any potential vacancy determination would require review of City records and field verification by the appropriate department.

JUSTIFICATION:

As the City Council discusses long-term vacant commercial properties, this report summarizes the City's current vacant-property framework and related policy considerations for informational purposes. It does not recommend a preferred course of action; the City Council may provide any direction it considers appropriate.

Under Banning Municipal Code Chapter 8.12 and Ordinance No. 1589, the City already requires qualifying vacant residential, commercial, industrial, and mixed-use properties to be registered, secured, and maintained. The program requires contact information and an annual $75 fee, provides for six-month inspections, and authorizes applicable enforcement and abatement remedies. Registration, maintenance, inspection, local-contact, and enforcement tools are also commonly used by surrounding jurisdictions. This existing framework is immediately available within the City's current staffing and fiscal capacity and supports economic development while addressing long-term vacancy, blight, public safety, and property-maintenance concerns.

As the City Council discusses long-term vacant commercial properties, this report summarizes the City's current vacant-property framework, current implementation information, and related policy considerations for informational purposes. It does not recommend a preferred course of action; the City Council may provide any direction it considers appropriate.

A commercial vacancy tax may be discussed as a future policy option. Establishing a commercial and/or residential vacancy tax would require the City to define taxable properties, vacancy standards, tax rates, exemptions, verification procedures, appeals, billing, collection, enforcement, and the use of revenue. A tax would also require legal and fiscal review, public outreach, and potentially voter approval depending on the structure of the measure. A City-proposed general tax requires majority voter approval; a special tax dedicated to a specific purpose requires two-thirds voter approval. Any future cost and revenue estimates would depend on the final program design. [Sources: California Constitution, Article XIII C, Section 2; City of Oakland Vacant Property Tax program and Ordinance No. 13571.]

Community members may report vacant or unsafe properties through the City's Report a Concern Website: http://www.banning.ca.us/FormCenter/Police-10/Code-Enforcement-IssueConcern-Form-62 or by calling Code Enforcement at (951) 922-4821.
Although Banning Municipal Code Chapter 8.12 references the Community Development Department, Code Enforcement is currently within the Police Department.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Vacant Property Registration Form_201501141752407600 (1).pdf
2. Banning Municipal Code Chapter 8.12, Registration of Vacant Properties.pdf
3. ORDINANCE 1589_ CHAPTER 8.12 REGISTRATION OF VACANT PROPERTIES.pdf
4. Attachment_A_Surrounding_City_Comparison_PDF.pdf
5. Attachment_B_Downtown_Banning_Property_Data_and_Inventory_PDF.pdf
6. Attachment_C_Vacant_Property_Registration_Notices_Issued_.pdf

REGISTRATION FORM FOR ABANDONED RESIDENTIAL PROPERTY

Please fill out the information requested below and deliver this form to The Code Enforcement Division at The Banning Police Department reception desk or mail to **City of Banning Police Department, PO Box 1177, Banning California, 92220.**

Registered Residence Address: _____

Assessor Parcel Number: _____

Notice of Default Recordation #: _____ *(please attach copy to this form)*

Lender/Lien Holder: _____

Contact: _____ Contact Phone: (____) _____

Lender/Lien Holder Mailing Address:

_____

Property Manager: _____ Business License No.: _____

Contact: _____ 24 Hour Phone#: (____) _____

Property Management Company Local Mailing Address:

_____

Standard Annual Fee of $75.00 **per property** *Please Check One* □ New Registration □ Renewal Registration

An annual registration fee shall accompany this registration form. The fee and registration shall be valid for the calendar year, or remaining portion of the calendar year, in which the registration was initially required. Subsequent registrations and fees are due January 1st of each year and must be received no later than January 31 of the year due. Registration fees will not be prorated

Initiated by:

_____ _____ _____

Print Name Signature Date

_____

Company Name and Address

City of Banning Municipal Code, Chapter 8.12, VACANT AND DISTRESSED BUILDINGS, SECTION 8.12.010
"PURPOSE": Vacant buildings are a major cause and source of blight in both residential and non-residential neighborhoods, especially when the owner of the building fails to actively maintain and manage the building. Vacant buildings discourage economic development, retard appreciation of property values, are potential fire hazards, and can jeopardize the ability of owners of neighboring property from securing or maintaining affordable fire insurance, among other things. The purpose of this Chapter is to establish uniform and reasonable regulations to prevent the immediate risks and detrimental effects associated with vacant and distressed residential property.

It is the purpose and intent of the City of Banning City Council, through the adoption of this Chapter, to establish and abandoned residential property registration program as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

City of Banning Municipal Code, Chapter 8.12, VACANT AND DISTRESSED BUILDINGS, SECTION 8.12.030 "registration/fees":

Owner Responsibility under BMC 8.12

- Any beneficiary/trustee who holds a deed of trust on a property located within the City of Banning shall perform an inspection of the property that is the security for the deed of trust upon default by the trustor and prior to recording a Notice of Default with the Riverside County Recorders Office.

- If the property is found to be vacant, the beneficiary/trustee shall, within ten (10) days of the inspection, register the property with the City of Banning Code Enforcement Division on forms provided by the City of Banning.

- If the property is legally occupied, the beneficiary/trustee or his designee shall inspect the property monthly until either 1) the trustor or other party remedies the default, or 2) it is found to be vacant, at which time the beneficiary/trustee is required to register the property with the City of Banning Code Enforcement Division on forms provided by the City of Banning within ten (10) days of finding the property to be vacant.

- The property is kept free of evidence of vacancy.

- The exterior of any building, including but not limited to paints and finishes, is maintained in good condition and in accordance with previously approved plans, if any;

- The landscaping of visible front and side yards is maintained in good condition and in accordance with previously approved plans, if any.

- Exterior trash, debris, abandoned automobiles and graffiti are promptly and regularly removed.

- Pools and spas shall either (a) be kept in working order so the water remains clear and free of pollutants and debris or (b) drained and kept dry. In either case, properties with pools and/or spas must comply with the minimum security fencing requirements of the State of California.
- The property is secured.

- The building is maintained in compliance with all applicable codes and regulations.

- Adherence to this section does not relieve the beneficiary/trustee or owner of any obligations set forth in any Covenants Conditions and Restrictions and/or Home Owners Association rules and regulations which may apply to the vacant property.

- Vacant property that is under a Notice of Default or has been foreclosed upon shall be posted with the name and 24-hour contact phone number of the local property maintenance company and/or real estate agency retained by the beneficiary/trustee. The posting shall be no less than 18" X 24" and shall be of a font that is legible from a distance of forty-five (45) feet and shall contain, along with the name and 24-hour contact number, the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street; if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. The exterior posting must be constructed of and printed with weather resistant materials.

8.12.040 - Registration.

A. The owner of any abandoned, distressed, or vacant property must register the property with the City of Banning Community Development Department in accordance with this chapter.

B. Registration is required no later than the earliest applicable occurrence of any of the following:

   1. Thirty days it becomes vacant and the owner does not intend for the property to be reoccupied.

   2. Ten days after it has been vacant and not reoccupied for a period of thirty days.

   3. Ten after the city gives written notice to the owner that the property is vacant based on an inspection pursuant to Section 8.12.050.

C. The city registry of abandoned, distressed, and vacant properties shall be maintained in writing on such forms that the community development director requires, and shall include but not necessarily limited the following information: (i) the location on the property; (ii) the name of the property owner (corporation or individual); (iii) the direct street/office mailing address of the owner (no postal boxes); (iv) a direct contact name and phone number for the owner; and (v) in the case of a corporation or non-local owner, the local property maintenance company and/or real estate agency responsible for the security, maintenance, and marketing of the property. It shall be the responsibility of the owner to notify the city of any changes to the registration information required by this chapter within ten days of the change.

D. Registration must be renewed on an annual basis until the property is no longer abandoned, distressed, or vacant.

E. Registrations are valid for the calendar year in which they are first required and must be renewed on an annual basis no later than January 31st of the applicable renewal year. Renewal registrations must be accompanied by current inspection report in a form approved in the advance by the community development director. The owner of the property must notify the city of any change in the status of the property.

F. The city council shall establish fees for registration and renewals required under this chapter. Any such fee must accompany registration application or renewal as applicable. Registration and renewal fees shall not be prorated.

G.

In the event that a property is encumbered by the security interests of more than one beneficiary at the time when a notice of default is recorded, the beneficiary who causes a notice of default for its security interest to be recorded shall be responsible for registering the property with the city as provided in this section. Upon the recordation of a notice of default on a property by any beneficiary, regardless of the security lien interest priority of such beneficiary in the property in relation to the priority of the security interests of the other beneficiaries in the same property, the city, in its discretion may elect to enforce the provisions of this chapter against one or more beneficiaries who have not separately recorded a notice of default against the property.

H. For any property registered pursuant to this section that is subject to a notice of default, the beneficiary or its agent shall give the city written notice within ten days following: (i) release of a notice of default and the reinstatement of the loan of the trustor; and/or (ii) the sale, transfer or other conveyance to a third person of a property, which notice shall include the current contact information for such bona fide purchaser/successor-in-interest to the beneficiary in such property.

(Ord. No. 1589, § 1, 7-11-23)

8.12.080 - Enforcement.

A. The City Code Enforcement Division shall have the primary responsibility for enforcing this chapter and to require corrective actions including, but not limited to, securing any/all door(s), window(s) or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, or other measures as may be reasonably required to arrest the decline of a property.

B. Nothing in this chapter shall be deemed to prevent the city, upon appropriate written application to the superior court, from seeking appointment of a receiver for property under applicable law, to provide appropriate preservation, maintenance, security or abatement of adverse conditions on any abandoned property or to appoint a receiver or take other action.

(Ord. No. 1589, § 1, 7-11-23)

ORDINANCE 1589

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, REGARDING VACANT PROPERTIES AND AMENDING CHAPTER 8.12 OF THE BANNING MUNICIPAL CODE REGARDING THE SAME

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

SECTION 1. Chapter 8.12 of the Banning Municipal Code is hereby amended and restated in its entirety to read as follows:

"CHAPTER 8.12
REGISTRATION OF VACANT PROPERTIES

8.12.010 Purpose.

Vacant properties are a major cause and source of blight in both residential and nonresidential neighborhoods, especially when the owners of such properties fail to actively maintain and manage them. It is the purpose and intent of this chapter to establish a registration of residential, commercial, industrial, and mixed-use properties that are vacant, abandoned, distressed, in disrepair, or in a state of foreclosure or default. These mechanisms are in place to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned or vacant properties, including residential and commercial properties that are subject to foreclosure proceedings and residential properties that are being held by a beneficiary following the completion of a foreclosure proceeding, pending sale by the beneficiary or pending lease by the beneficiary and occupancy of the unoccupied residential structure. Vacant properties discourage economic development, retard appreciation of property values, are potential fire hazards, and can jeopardize the ability of owners of neighboring property from securing or maintaining affordable fire insurance, among other things. The purpose of this chapter is to establish uniform and reasonable regulations to prevent the immediate risks and detrimental effects associated with vacant properties.

8.12.020 Applicability.

The registration and maintenance requirements of this chapter are applicable to any improved property vacant regardless of when such property became vacant. The provisions of this chapter are in addition to other provisions of this code that pertain to abandoned, distressed, or vacant properties or property maintenance.

8.12.030 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings set forth in this section unless the context in which it is used clearly requires otherwise.

"Beneficiary" means a lender under a promissory note to pay money secured by a deed of trust on property. "Beneficiary" includes any assignee or successor to such beneficiary, whether such assignee or successor acquires its interest in the beneficiary's promissory note either before a notice of default is recorded on the property securing the obligation payable to the beneficiary or after a notice of default is recorded. In the event that a property may provide security for the loan or obligation of more than one beneficiary, the beneficiary who causes its notice of default to be recorded shall be responsible for registering the property as set forth in this chapter.

"Building Official" means the individual within the City responsible for direct regulatory administration or supervision of administrating the City's Building Code Ordinance and plan review activities, or such person designated by that official for purposes of this chapter.

"City" means the City of Banning.

"Community Development Director" means the City's Community Development Director or such person designated by that official for purposes of this chapter.

"Deed of trust" means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan. This definition applies to any and all subsequent deeds of trust, *i.e.*, second trust deed, third trust deed, etc.

"Days" means consecutive calendar days.

"Default" means the failure to fulfill a contractual obligation, monetary or conditional.

"Distressed" means a property that is under a current notice of default and/or notice of trustee's sale or has been foreclosed upon by the trustee or has been conveyed to the owner via a deed in lieu of foreclosure or sale.

"Evidence of vacancy" means any property condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that such property is vacant. Such conditions include but are not limited to, the absence of a current and valid planning entitlement, building permit, or business license to operate any business, a Notice to Abate a Public Nuisance filed against the property owner, tenant, lessee, or other

responsible party, a notice, filed by the Building Official or their designee that the property, or part of the property is not safe for human occupancy, overgrown and/or dead vegetation, dry brush, weeds, accumulation of newspapers, circulars, flyers, notices or mail (except those required by federal, state or local law), abandoned automobiles not properly stored within a building, past due utility notices and/or disconnected utilities, accumulation of trash, junk, building materials and/or debris, discarded personal items including but not limited to furniture, clothing, large and small appliances, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items.

"Foreclosure" means the process by which a property, placed as security for a real estate loan, is sold to satisfy the debt if the trustor (borrower) defaults.

"Local" means located or existing within forty (40) road/driving miles distance of the subject property.

“Notice of default” means a recorded notice that states that a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.

"Owner" means any person, co-partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property. “Owner” includes, without limitation, any beneficiary or trustee of real property.

"Property" means any improved real property, or portion thereof, situated in the incorporated territory of the City of Banning, including any buildings or structures located on such improved real property.

"Trustee" means the person, firm or corporation holding a deed of trust on a property.

"Vacant" means a building or structure that is not legally occupied.

8.12.040 Registration.

A. The owner of any abandoned, distressed, or vacant property must register the property with the City of Banning Community Development Department in accordance with this chapter.

B. Registration is required no later than the earliest applicable occurrence of any of the following:

1. Thirty (30) days it becomes vacant and the owner does not intend for the property to be reoccupied.

2. Ten (10) days after it has been vacant and not reoccupied for a period of thirty (30) days.

3. Ten (10) after the City gives written notice to the owner that the property is vacant based on an inspection pursuant to Section 8.12.050.

C. The City registry of abandoned, distressed, and vacant properties shall be maintained in writing on such forms that the Community Development Director requires, and shall include but not necessarily limited the following information: (i) the location on the property; (ii) the name of the property owner (corporation or individual); (iii) the direct street/office mailing address of the owner (no postal boxes); (iv) a direct contact name and phone number for the owner; and (v) in the case of a corporation or non-local owner, the local property maintenance company and/or real estate agency responsible for the security, maintenance, and marketing of the property. It shall be the responsibility of the owner to notify the City of any changes to the registration information required by this chapter within ten (10) days of the change.

D. Registration must be renewed on an annual basis until the property is no longer abandoned, distressed, or vacant.

E. Registrations are valid for the calendar year in which they are first required and must be renewed on an annual basis no later than January 31st of the applicable renewal year. Renewal registrations must be accompanied by current inspection report in a form approved in the advance by the Community Development Director. The owner of the property must notify the City of any change in the status of the property.

F. The City Council shall establish fees for registration and renewals required under this chapter. Any such fee must accompany registration application or renewal as applicable. Registration and renewal fees shall not be prorated.

G. In the event that a property is encumbered by the security interests of more than one beneficiary at the time when a notice of default is recorded, the beneficiary who causes a notice of default for its security interest to be recorded shall be responsible for registering the property with the City as provided in this section. Upon the recordation of a notice of default on a property by any beneficiary, regardless of the security lien interest priority of such beneficiary in the property in relation to the priority of the security interests of the other beneficiaries in the same property, the City, in its discretion may elect to enforce the provisions of this chapter against one or

more beneficiaries who have not separately recorded a notice of default against the property.

H. For any property registered pursuant to this section that is subject to a notice of default, the beneficiary or its agent shall give the City written notice within ten (10) days following: (i) release of a notice of default and the reinstatement of the loan of the trustor; and/or (ii) the sale, transfer or other conveyance to a third person of a property, which notice shall include the current contact information for such bona fide purchaser/successor-in-interest to the beneficiary in such property.

8.12.050 Inspections.

A. The City Code Enforcement Division may inspect any property upon evidence of vacancy for the purposes of determining whether it must be registered pursuant to this chapter. If the City finds as a result of such inspection that the property is vacant, the owner shall be given written notice of the results of the inspection and the requirement that the property be registered pursuant to this chapter.

B. The City Code Enforcement Division shall inspect every property registered pursuant to Section 8.12.040 every six (6) months for the purpose of determining compliance with this chapter.

C. All inspections pursuant to this section shall be conducted upon prior reasonable notice and, where possible, the consent of the owner, and/or occupant of the property. In instances when the owner or occupant's permission cannot reasonably be obtained despite due and diligent inquiry by the City, or where the owner occupant expressly refuses to consent to an inspection, the City's inspection shall consist of the exterior areas of the property that may be viewed from the adjacent public right-of-way or from adjacent property on which the owner or occupant of such adjacent property has consented to entry onto such adjacent property by the City or owner for the purpose of conducting an inspection of the adjoining property.

D. The City shall maintain a written record of each inspection conducted pursuant to this section, which record shall at a minimum include The name and title of the person(s) who conducted the inspection, the reason(s) for the inspection, the date and time of the inspection, and the following information about the property:

1. Whether it is occupied or vacant, and if vacant, set forth facts to support the evidence of vacancy;

2. Whether it is in compliance with the general maintenance and monitoring standard set forth in Section 8.12.060;

3. Photos of the interior and exterior of the property;

4. Exterior photos from at least two adjacent streets, if applicable;

5. A statement as to the most recent business use conducted or provided by the former occupant, resident, tenant, or lessee to occupy the property.

6. The approximate length of time in which the property has been abandoned or vacant.

7. A statement identifying the efforts taken to rent, lease, sell, or otherwise occupy the property with a legally permitted and permissible use.

8. If security appliances have been installed on the property by owner, occupant or another person or entity, the inspection report shall indicate whether the installed security appliances are intact and in good and serviceable condition.

9. Such other property-specific information as the Building Official or the Community Development Director or designee may direct in writing the owner.

8.12.060 Maintenance Requirements.

A. Abandoned, distressed, and vacant properties must be, in comparison to the neighborhood standard, kept free of evidence of vacancy, which shall include but not be limited to compliance with the following:

1. The exterior of any building, including but not limited to paints and finishes, shall be maintained in good condition and in accordance with previously approved plans, if any.

2. The landscaping of visible front and side yards shall be maintained in good condition and in accordance with previously approved plans, if any.

3. Exterior trash, debris, abandoned automobiles and graffiti shall be promptly and regularly removed.

4. Pools and spas shall either (i) be kept in working order so the water remains clear and free of pollutants and debris, or (ii) drained and kept dry. In either case, properties with pools and/or spas must comply with the minimum security fencing requirements of the State of California.

5. The property and all buildings and structures thereon shall be reasonably secured to prevent unauthorized entry and access or in accordance with such other specific securing standard as may be ordered in writing by the code enforcement officer, chief building official, or the Community Development Director.

6. All buildings and structures on the property shall be maintained in compliance with all applicable codes and regulations.

7. The property shall be kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

8. The property shall be kept free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

B. If the owner of a registered property is a corporation or resides outside the City, the owner shall retain a local property management company to perform weekly inspections to verify that the requirements of this section, and any other applicable law, are being satisfied. The local property management company shall make available to the City upon request written confirmation that the property has been inspected not less frequently than once per week to confirm that the property is in compliance with the requirements of this chapter.

C. Upon prior written application in a form approved by the Community Development Director and accompanied by a fee as determined by a resolution of the City Council, the owner of a registered property may enter into a memorandum of agreement with the City in a form acceptable to the City Attorney for administration of the provisions of this section as to one or more properties. Such a memorandum shall have a duration of not more than 12 months, unless renewed or extended by the owner and the City and shall contain other provisions reasonably acceptable to the Community Development Director, or designee. Each such memorandum of agreement shall reference this section, and shall be subject to the approval by the Community Development Director.

D. Adherence to the maintenance and monitoring standard set forth in this chapter does not relieve the owner of any requirement or obligation imposed by or pursuant to this code or any covenant, condition, and restriction, or any homeowners' association rule or regulation.

8.12.070 Signage requirements.

Abandoned, distressed, and vacant properties shall be posted with the name and twenty-four (24) hour contact phone number of the owner or the person they have retained to maintain the property. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet and shall contain, along with the name and twenty-four (24) hour contact number, the words:

> "THIS PROPERTY MANAGED BY[insert name here]" and "TO REPORT PROBLEMS OR CONCERNS CALL [insert 24-hr contact phone number here]."

The posting shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street; if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. The exterior posting must be constructed of and printed with weather resistant materials.

8.12.080 Enforcement.

A. The City Code Enforcement Division shall have the primary responsibility for enforcing this chapter and to require corrective actions including, but not limited to, securing any/all door(s), window(s) or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard, or other measures as may be reasonably required to arrest the decline of a property.

B. Nothing in this chapter shall be deemed to prevent the City, upon appropriate written application to the superior court, from seeking appointment of a receiver for property under applicable law, to provide appropriate preservation, maintenance, security or abatement of adverse conditions on any abandoned property or to appoint a receiver or take other action.

8.12.090 Violations and Penalties.

A. It shall be unlawful for any persons to fail to register or maintain any property as required by this chapter. Failure to timely register a

property as required by this chapter shall be treated as a strict liability offense regardless of intent. Each day that a property remains is not registered or is not maintained as required by this chapter shall be a separate offense.

B. Violations of this chapter are punishable pursuant to Chapter 1.20 (Administrative Citations), Chapter 1.24 (Criminal Citations), or Chapter 1.28 (General Penalty) of this code in addition to any other remedies, criminal or civil, that may be available to the City,

C. For purposes of Chapter 1.24 (Criminal Citations), failure to timely register a property or to notify the City of the disposition of a registered property as required by the chapter shall be deemed an infraction subject to penalty as provided in Section 1.28.030 of this code.

D. The remedies available to the City under this chapter to respond to adverse property maintenance conditions on properties where foreclosure proceedings have been initiated by a beneficiary or to respond to adverse property maintenance conditions on properties where a beneficiary has completed the exercise of its remedies following the recordation of a notice of default under this chapter are expressly declared to be cumulative with all other remedies available to the City under applicable law.

8.12.0100 Public Nuisance.

Any violation of this chapter is hereby declared a public nuisance subject to abatement pursuant to Chapter 8.48 (Nuisances) of this code in addition to any In addition to any other remedies, criminal or civil, that may be available to the City."

SECTION 2. Pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), the City Council finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Adoption of this ordinance is therefore exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3).

SECTION 3. If any provision of this Ordinance is determined by any court of competent jurisdiction, or by any federal or state agency having jurisdiction over its subject matter, to be invalid and in conflict with any paramount federal or state law or regulation now or hereafter in effect, or is determined by that court or agency to require modification in order to conform to the requirements of that paramount law or regulation, then that provision will be deemed a separate, distinct, and independent part of this chapter, and such determination will not affect the validity and enforceability of any other provisions.

SECTION 4. 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 5. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 11th day of July 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Serita Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance 1589 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 23rd day of May 2023, and was duly adopted at a regular meeting of said City Council on the 11th day of July 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

ATTACHMENT A
SURROUNDING CITY COMPARISON

Vacant and Abandoned Property Registration Programs | Staff Report Attachment | 2026-323 | Prepared by M. Lopez

Comparison Overview: Several nearby or comparable Coachella Valley/San Gorgonio Pass jurisdictions already use vacant or abandoned property registration programs. These programs generally focus on registration, maintenance, local contacts, inspections, and enforcement before pursuing tax-based tools.

Jurisdiction	Program / Code	Applies To	Key Requirement / Lesson for Banning
City of Banning	BMC Chapter 8.12; Ordinance No. 1589	Residential, commercial, industrial, and mixed-use properties that are vacant, abandoned, distressed, in disrepair, or in foreclosure/default.	Owner must register; inspections every six months; maintenance and signage requirements; enforcement by Code Enforcement.
City of Indio	Chapter 95D, Registration and Maintenance of Abandoned Properties	Abandoned/vacant properties tied to default, foreclosure, trustee/beneficiary obligations, and related vacant property conditions.	Beneficiary/trustee must register with the Police Department within 10 days of identifying abandoned property; annual registration and maintenance standards apply.
City of Palm Springs	Chapter 8.80, Vacant Buildings and Boarding Regulations	Residential and commercial buildings; commercial property is considered vacant when at least 35% of building floor area is not occupied.	Vacant property must be registered no later than 10 days after becoming vacant; includes maintenance plan, local property management, and vacant commercial building monitoring fee authority.
City of Desert Hot Springs	Chapter 8.40, Abandoned Building Registration	Residential and nonresidential vacant/abandoned/distressed buildings.	Owner must register within 10 days of becoming vacant or being deemed vacant; City may register noncompliant properties and impose annual fee; civil penalties and liens/special assessments available.
City of Calimesa	Chapter 8.55, Registration and Maintenance of Vacant and Abandoned Properties	Residential and non-residential neighborhoods; vacant/abandoned properties associated with default/foreclosure.	Beneficiary/trustee must register within 30 days after inspection if property is vacant or shows evidence of vacancy; enforcement by city manager/designee, peace officers, code enforcement, or other officials.
City of Hemet	Ordinance No. 2022; Vacant Property Annual Registration Form	Registration form includes commercial, single-family, mobile/manufactured, and multi-family property types.	Annual registration forms valid for one year; property management company required if owner lives more than 40 miles from property.

Jurisdiction	Program / Code	Applies To	Key Requirement / Lesson for Banning
City of Beaumont	Vacant & Abandoned Property Registration Program	Vacant, abandoned, and distressed parcels and properties.	City identifies risks from lack of security and maintenance, including squatting, vandalism, burglaries, illegal dumping, and physical/economic blight.

Council Consideration: Based on the comparison above, Banning is not behind surrounding cities in having an ordinance. Banning already has a registration and maintenance ordinance. The primary issue for Council consideration is whether the City should more actively implement and enforce the existing Chapter 8.12 requirements and whether the ordinance should be updated to reflect the current department structure.

ATTACHMENT B

DOWNTOWN BANNING PROPERTY DATA AND INVENTORY

Preliminary Public-Source Review | Staff Report Attachment | 2026-323 | Prepared by M. Lopez

Important Note: This attachment is a preliminary public-source inventory for discussion purposes only. It is not a formal City vacancy determination, code enforcement finding, or declaration of nuisance. Properties may be occupied, partially occupied, listed for sale or lease, under negotiation, or in transition. Any determination under Banning Municipal Code Chapter 8.12 must be verified through City records, business license/certificate of occupancy records, permit records, Code Enforcement history, and field inspection.

Property	Public Listing / Property Data	Staff Review Note	Source	Image
775 E. Ramsey St.	Public listing describes a 4,000 SF retail building listed for sale at $3,500,000 and identified as approximately 50% leased.	Potential partial vacancy or available space. Verify current occupancy, lease status, business license, and condition before any classification.	LoopNet - 775 E. Ramsey St. listing View property listing	
635-645 E. Ramsey St.	Public listing describes a 9,000 SF retail building listed for sale at $1,495,000 and identified as approximately 50% leased; Units A and D are listed as 1,000 SF each and available.	Example of available commercial space along the Ramsey corridor. Verify current availability, tenant status, and any active permits.	LoopNet - 635-645 E. Ramsey St. listing View property listing	
166 W. Ramsey St.	Public listing describes a downtown retail/storefront building of approximately 6,000 SF with C2 / General Downtown Commercial zoning, listed for sale and shown as on market beginning July 8, 2025.	Downtown property near the civic area. Listing status alone does not determine vacancy. Verify current tenants, occupancy, and business license status.	LoopNet - 166 W. Ramsey St. listing View property listing	
170 W. Ramsey St.	Public listing describes a downtown commercial/mixed-use property of approximately 2,250 SF listed for sale. Realty.com search result indicates the listing was published August 7, 2025.	Preliminary staff review indicates possible long-term inactivity. Verify through City records, business license status, and field inspection before classification.	Realty.com - 170 W. Ramsey Street listing View property listing	

ATTACHMENT B: DOWNTOWN BANNING PROPERTY DATA AND INVENTORY

Preliminary Public-Source Review | Verification Required

Property	Public Listing / Property Data	Staff Review Note	Source	Image
55 & 66 W. Ramsey St.	Public property data identifies 55 W. Ramsey as approximately 2,350 SF. No active public listing was identified for 66 W. Ramsey in the preliminary review.	Potential long-term inactive or underutilized downtown/Ramsey properties. Confirm APNs, ownership, occupancy, business license history, and property condition.	LoopNet - 55 W. Ramsey St. property record; preliminary staff review for 66 W. Ramsey St. View property listing	
116 W. Ramsey St.	Public listing describes a 3,026 SF retail/restaurant building listed at $1,250,000. LoopNet search result indicates the listing has been published for approximately 2.6 years.	Long-running downtown/Ramsey property listing. Verify whether the restaurant or other use remains active before any vacancy classification.	LoopNet - 116 W. Ramsey St. listing View property listing	
64-66 N. 1st St.	Public listing history describes a 20,950 SF retail/mixed-use building with a historical market date of October 4, 2018; listing is no longer advertised on LoopNet.	Illustrates historical long-term market exposure. Verify current tenants, occupancy, certificates of occupancy, permits, and property condition.	LoopNet - 64-66 N. 1st St. historical listing View property listing	
177 N. 1st St.	Public property/listing data describes a medical building with C-2 zoning, 0.22 acres, and approximately 5,208 SF. Public listing history indicates the property was previously listed for sale in 2015.	Preliminary review suggests possible long-term inactive status. Verify current occupancy, ownership, business license, certificates of occupancy, and condition.	Public property/listing records - 177 N. 1st St. View property listing	

Methodology and Source Note: Public listing information was compiled from LoopNet, Realty.com, Zillow, and preliminary staff review. Public listing information can change and should not be used as the sole basis for enforcement. Staff should verify all properties through City records and field inspection before classifying a property as vacant, partially vacant, occupied, under active construction, for sale/lease only, or pending verification.

ATTACHMENT C: VACANT PROPERTY REGISTRATION NOTICES ISSUED

Code Enforcement Data | Informational Staff Report Attachment | 2026-323 | Verification Required

Year	Vacant Property Registration Notices Issued	Change / Trend	Staff Review Note
2024	**22**	Baseline year	Notices issued for vacant property registration cases identified by Code Enforcement.
2025	**33**	+11 notices from 2024	Increase in notices issued compared to 2024; citation counts are not separately tracked by case type.
2026 YTD	**45**	Year-to-date figure; not a full-year comparison	Highest notice count in the data provided to date; current inspections are delayed due to overall caseload.

Operational Notes

- Registrations are required to be renewed annually under the ordinance.
- Code Enforcement does not currently maintain a master registry of vacant properties and works reactively to gain compliance as cases are identified.
- Six-month inspections are not currently being completed. Code Enforcement reports being approximately nine months behind on code inspections due to overall caseload.
- The reporting system does not have a filter to track citations issued specifically for vacant property registration cases.
- Registration fee revenue cannot currently be reported separately because vacant property registration revenue is deposited into the same Code Enforcement general ledger account as other Code Enforcement revenue.

Methodology and Source Note: Data reflects vacant property registration notices issued as reported by Code Enforcement for 2024, 2025, and 2026 year-to-date. Notice counts do not represent a formal vacancy inventory, citation count, revenue report, or determination that all identified properties remain vacant. Staff should verify status through City records and field review before using the data for enforcement or policy decisions.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Matthew Bassi, Interim Community Development Director** **Matthew Bassi, Interim Community Development Director**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Professional Services Agreements for On-Call/As Needed CEQA/NEPA Services**

STAFF RECOMMENDATION:

The Community Development Department recommends the City Council take the following actions:

1. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and PlaceWorks, Inc., to provide on-call CEQA/NEPA services;
2. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and Albert Webb & Associates to provide on-call CEQA/NEPA services;
3. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and Environmental Planning Development Solutions, Inc., to provide on-call CEQA/NEPA services;
4. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and Kimley-Horn Inc., to provide on-call CEQA/NEPA services; and
5. Authorize the City Manager to execute a Professional Services Agreement between the City of Banning and Michael Baker International, Inc., to provide on-call CEQA/NEPA services;

BACKGROUND:

The Planning Department has a need to expand our current "5-Firm" CEQA/NEPA short list of qualified environmental consultants to assist the department with the preparation of environmental documents (i.e., MND's & Addendums, EIR's, etc.) as part of the city's on-going development review process. The current short list was approved by City Council on December 9, 2025 via CC Resolution No. 2025-170. Over the past seven (7) months, staff has found that many of the existing CEQA firms are currently working under contract for developer/applicants who have (and have had) active development projects under review by the planning department. This situation creates an inherent conflict of interest and reduces the department's ability to utilize these firms services for "peer reviews," etc.

To remedy this, the Planning Department released an RFP (RFP 26-129) on May 6, 2026 seeking proposals from qualified environmental firms to be added to the city's "short-list" of CEQA/NEPA consultants. The RFP was posted on the city's website with a closing date to submit proposals by May 27, 2026. The City received 16 proposals from various firms during the RFP period. A copy of the CEQA/NEPA Services RFP 26-129 is included for Council reference in Attachment 2.

After close of the RFP period, staff independently reviewed all proposals and ranked each firm on the criteria outlined in the RFP. Following a careful review of the proposals by our internal selection committee, there was consensus on who were the five (5) highest ranking firms. The top five (5) firms

staff is recommending for contract award to assist the department with the preparation of environmental documents are as follows (in no particular order):

- PlaceWorks, Inc.;
- Albert Webb & Associates;
- Environmental Planning Development (EPD) Solutions, Inc.;
- Kimley-Horn Inc.; and
- Michael Baker International, Inc.

The breadth of experience and capacity of these additional firms will provide the department with the best flexibility it needs to assign projects appropriately and quickly to ensure the timely processing of development projects requiring some level of CEQA review. Attached to the Council Resolution is the city's current professional services agreement template (Attachment 2) that will be used to enter into a contract with each firm as approved by City Council. A copy of the draft professional services agreement for each firm (including their proposal) is provided for Council consideration in Attachment 4-8.

JUSTIFICATION:

This process of using qualified independent environmental review firms assists the department in furthering the following goals:

- Provide expert, unbiased environmental analysis of development projects to decision makers. The private consulting firms are available to support and defend their work if challenged;
- Augment staff time so that staff members can work on staff reports, assist customers, and work on council-directed projects;
- Provide environmental review at no cost to the City for private development projects; and
- While the consultants are retained by and report to the City, the cost for the CEQA preparation work is fully paid by the applicant.

At this point in time and anticipating development activity coming forward over the next year +, and in order to save time and expense for the city and our applicant's, having five (5) additional firms ready to go at a moment's notice will benefit the planning department in meeting our CEQA needs. These additional firms will also be in a position to assist the City with city initiated CEQA related services (as needed), including capital improvement and road projects for the Public Works Department. Staff believes having the additional firms "on-call" will also better meet the needs of our development community by providing extra choices that will result in a more expedited process.

It is important to note that the CEQA work provided by all our on-call consulting firms will be fully paid by each developer/applicant through a developer deposit account related to a specific project. The initial term of the Agreement shall last three (3) years from the date of execution with the option to extend for two (2) additional one-year terms not to exceed five (5) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement. The agreement for each firm (including the firms proposals) are provided for Council consideration in Attachments 3 - 7.

FISCAL IMPACT:

There is no fiscal impact to the General Fund in approving the agreements as this action only adds qualified firms to the City's established "CEQA On-Call Short List." All future CEQA work assigned to any of the 10 firms will require Council approval of a separate 3-party agreement (scope and budget) when a new development project is submitted for development review. The cost to prepare the CEQA document will be fully paid by the Applicant/Developer funded through a developer deposit account that includes the firm's charges, city's standard 15% overhead charge and any related city attorney charges to review and process the environmental document.

ATTACHMENTS:

1. Attach 1 - CC Resolution 2026-106 [8-25-26].docx
2. Attach 2 - RFP-26-129 [CEQA-NEPA Services].pdf
3. Attach 3 - Contract No C01279 Albert Webb Associates.pdf
4. Attach 4 - Contract No C01280 Environment Planning Development.pdf
5. Attach 5 - Contract No C01281 Kimley Horn and Associates Inc.pdf
6. Attach 6 - Contract No C01282 Michael Baker International Inc.pdf
7. Attach 7 - Contract No C01283 PlaceWorks Inc.pdf

ATTACHMENT 1

City Council Resolution No. 2026-106

RESOLUTION 2026-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FIVE (5) PROFESSIONAL SERVICES AGREEMENTS WITH ALBERT WEBB & ASSOCIATES, PLACEWORKS, INC., KIMLEY HORN, MICHAEL BAKER INTERNATIONAL, AND EPD SOLUTIONS, INC. FOR ON-CALL CEQA/NEPA ENVIRONMENTAL SERVICES RELATED TO PRIVATE DEVELOPMENT PROJECTS AND CITY INITIATED PROJECTS

WHEREAS, the Community Development Department manages the land use entitlement process for private development applications in the City, including current planning development projects that require compliance with state and federal environmental laws; and

WHEREAS, the Community Development Department has determined that there is a need to expand the City's current five-firm "on-call" CEQA/NEPA environmental services consultant list for a variety of future private development projects and various public sector projects to continued compliance with state and federal laws; and

WHEREAS, the City on May 6, 2026 issued a Request for Proposal (RFP 26-129) to solicit new CEQA/NEPA environmental services proposals from professional firms. At the conclusion of the proposal period (3 weeks), the City received 15 proposals from various firms; and

WHEREAS, following a detailed review by the City's selection committee, there was consensus based on the RFP ranking system that the following five (5) firms should be awarded a professional services agreement to assist the Planning Department with "on-call" CEQA/NEPA environmental services: Albert Webb & Associates, PlaceWorks, Inc., Kimley Horn, Michael Baker International, and EPD Solutions, Inc.; and

WHEREAS, on August 25, 2026, the City Council held a public meeting to consider the proposals and agreements from the five (5) "on-call" CEQA/NEPA environmental services firms.

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

SECTION 1. Council Action

The City Council hereby approves the following firms to be added to the City's current "on-call" CEQA/NEPA short list for a period of three (3) years to August 25, 2029 with the option of two, one-year extensions ending on August 25, 2031:

1) Albert Webb & Associates;
2) PlaceWorks, Inc.,
3) Kimley Horn;
4) Michael Baker International; and
5) EPD Solutions, Inc.

SECTION 2. The City Council herby authorizes the City Manager to make non-substantive changes to the Professional Services Agreements and to execute the Agreements with the Selected Firms on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 25th day of August, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra B. Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Phaedra Norton, City Attorney
Slovak, Baron, Empey, Murphy &
Pinkney, LLP

CERTIFICATION:

I, Sandra B. Calderon, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-106, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of August, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra B. Calderon, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

RFP-26-129 [CEQA-NEPA Services]
(Under Separate Cover)

ATTACHMENT 3 – 7

Draft Agreements / Firm's Proposals
(Under Separate Cover)

ATTACHMENT 1

CEQA/NEPA Services RFP

REQUEST FOR PROPOSAL

RFP-26-129 EXPANDING ON-CALL CEQA/NEPA SERVICES

RFP-26-129

CITY OF BANNING, CA

http://www.banningca.gov

RELEASE DATE: May 6, 2026
DEADLINE FOR QUESTIONS: May 13, 2026
RESPONSE DEADLINE: May 27, 2026, 4:00 pm

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/banning-ca

City of Banning
REQUEST FOR PROPOSAL
RFP-26-129 EXPANDING ON-CALL CEQA/NEPA SERVICES

I. Notice .....
II. Introduction .....
III. Prerequisites .....
IV. Scope of Work .....
V. Vendor Questionnaire .....
VI. Submission Instructions And Inquiries .....
VII. Evaluation Criteria .....
VIII. Resulting Contract .....
IX. Terms And Conditions .....

Attachments:
A - AGREEMENT FOR PROFESSIONAL SERVICES - 4-27-26

I. Notice

REQUEST FOR PROPOSALS (RFP)

RFP-26-129 EXPANDING ON-CALL CEQA/NEPA SERVICES

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for the scope of services outlined in this request for proposals.

NOTICE IS HEREBY GIVEN that online price and document submittals must be uploaded to the online bidding system in accordance with the instructions included herein, on or before the time and date set forth in the schedule of events. It shall be the responsibility of the proposer to upload their proposal before the announced time. However, responses may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

SOLICITATION DOCUMENTS: To obtain a copy of the solicitation documents, please visit https://procurement.opengov.com/portal/banning-ca. If you are not currently registered with the City of Banning through OpenGov, please create an account and subscribe to this project for notifications. Proposals may only be submitted by companies who are listed as a prospective bidder on the electronic bidding website for each project that they wish to submit a response to. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda in the submittal will result in proposer disqualification.

RESPONSIVE PROPOSALS: Once listed on the prospective bidders list, companies may submit their proposals on the electronic bidding system. The City will not accept proposals submitted by companies who are not on the prospective bidders list, or from companies who have submitted a proposal via facsimile, email, mail, or any other format not permitted by this solicitation. Further instructions for submitting proposals are explained in this solicitation. Companies are to adhere to all of the submittal instructions and requirements outlined in this solicitation in order to be considered responsive to this request for proposals.

II. Introduction

II.A Summary

The City is seeking proposals from qualified professional environmental analysis firms to add to the City's existing list of on-call firms to work on a variety of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), as applicable, compliance assessments for private and public sector projects that are processed by the City, including private development applications and public works projects.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

II.B Background

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history. Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

With its motto as the *City of Endless Opportunity*, the City recently experienced rapid growth that increased the population to more than 31,000, while continuing to see steady interest in new residential, commercial and industrial development. As a result, the City seeks to establish a list of qualified environmental consulting firms to provide on-call, as-needed professional services to assist the City with its analysis, documentation and compliance with CEQA and NEPA laws (as applicable). The City is also interested in assistance with similar professional services for its public works projects as needed.

II.C Contact Information

Ellen Clifford
Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220
Email: eclifford@banningca.gov
Phone: (951) 922-3121
Department:
Purchasing Division

II.D Timeline

This request for proposal will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.

Release Project Date	May 6, 2026
Question Submission Deadline	May 13, 2026, 4:00pm
Proposal Submission Deadline	May 27, 2026, 4:00pm
Interviews, If needed, will be schedule during the evaluation period. During the week of:	June 1, 2026
Anticipated Vendor Selection Date	June 8, 2026
City Council Meeting Date to Approve Consultant Contracts(s) (tentative)	June 23, 2026

III. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

III.A Years of experience

Have at least **five (5)**years' of experience, within the past **five (5)** years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. Have not filed for bankruptcy under any business name over the past five (5) years.

III.B OpenGov Registration

Have created an account on OpenGov. Companies can register at:
https://procurement.opengov.com/portal/banning-ca

Once registered, Companies must download this solicitation in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this solicitation will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.

III.C Licenses

If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted.

III.D Department of Industrial Relations Registration

If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

IV. Scope of Work

IV.A GENERAL DESCRIPTION

The City anticipates that projects will involve mostly private development applications ranging from large-scale residential developments, commercial development and industrial business parks. The City seeks firms capable of preparing Initial Studies, Negative Declarations, Mitigated Negative Declarations, Draft and Final Environmental Impact Reports (including responses to comment letters, Findings of Fact, Statement of Overriding Consideration, Mitigation Monitoring and Reporting Programs, Technical Studies), and Addendum of a previously adopted EIR, in accordance with CEQA requirements, as well as peer review services of these documents as needed. In addition, the City may require mitigation monitoring services to verify compliance with adopted mitigation measures for approved projects.

Firms must have thorough knowledge of current CEQA and NEPA regulations for projects involving distribution of Federal Funds or requiring approval/authorization/coordination by/with a Federal Agency. All impacts including multi-species habitat, air quality, traffic, water quality, noise, greenhouse gas emissions, archeology and regional impacts must be thoroughly assessed and quantified and innovative, creative mitigation proposed. Full consideration of sustainability principles relevant to California and the Banning Pass Area shall be employed.

Firms shall be expected to assist with noticing and filings. Firms may be required to attend Scoping Meetings, Workshops, Planning Commission, and City Council meetings to answer questions and defend their work.

The preparation of sound, defensible environmental assessments is the goal, but also critical is the timely completion thereof. The City is looking to find firms that have full technical capabilities to handle the most complex cases, and other firms capable of analyzing less complex projects.

The City exclusively reserves the right to select and assign a successful firm from the RFP process *(or firms if desired)* for each project as it determines is in the best interest of the City and the specific project. As the projects remain unapproved at this time and will vary in size and scope, there is no guarantee of work nor is there any implied or promised rotation method for project assignments.

IV.B SCOPE OF SERVICES

The **SCOPE OF SERVICES** and principal responsibilities may include, but are not limited to, the following (all services may or may not be necessary on each project):

All responsibilities of Lead Agency including:

A. Preliminary Review;

B. Preparation of Initial Studies, Environmental Impact Reports, and other CEQA/NEPA-related documents and notices/filings;

C. Provide thorough analyses, sound reasoning and careful judgment when determining whether a project causes significant environmental effects;

D. Establishing thresholds of Significance; and

E. Making Mandatory Findings of Significance.

Following decision to prepare a Negative Declaration (ND),Mitigated Negative Declaration (MND), or Finding of No Significant Impact (FONSI):

A. Prepare Notice of Intent (NOI) and ND/MND and submit to City for review/approval;

B. Circulate NOI to all parties as required by CEQA;

C. Prepare ND/MND and submit to City for review;

D. Review and respond to comments received during the comment period, if deemed necessary;

E. Be available to present at Planning Commission and City Council meetings, if necessary; and

F. Prepare and file Notice of Determination.

Following determination that an Environmental Impact Report (EIR)and/or Environmental Impact Statement (EIS) is required:

A. The EIR/EIS shall meet all the requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, section 15000 et seq.). and NEPA Guidelines.

B. Identified impacts shall be designated as significant, insignificant, etc. pursuant to the criteria of CEQA and the State CEQA Guidelines, and any thresholds or criteria used by the County, City, and NEPA. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended.

C. Mitigation measures should be described in detail and should be specific to the project. Two types of mitigation measures should be recommended: measures addressing impacts related to the primary impacts; and measures addressing impacts related to the secondary impacts associated with the proposed project. Mitigation Measures must be reasonable, enforceable, identify party responsible for implementation, and set a timeline or milestone for completion.

D. The alternatives analysis, while mostly a qualified effort, shall make all efforts to use or cite existing applicable detailed information to make for as meaningful a comparison as possible to the proposed project.

It will be the responsibility of the successful firm(s) or consultant(s) to determine the necessary staffing level required to perform the scope of services. The City will NOT provide dedicated workspace or office space, city staff or city resources, printing or copying services, or clerical assistance in the performance of this agreement. The City reserves the right to perform any portion of the scope of work with City personnel and/or by other Consultants.

A comprehensive mitigation monitoring and reporting program, pursuant to Public Resources Code Section 2108.6, shall be developed for applicable mitigation measures. The monitoring program shall incorporate both monitoring by the City and reporting by the developer, with subsequent report verification by on-site inspection, if necessary.

The consultant shall be available for a "kick off" meeting and to meet with one or more of the City staff when given advance notice.

The consultant shall anticipate attending two (2) scoping meetings (one before EIR work begins and one during Public Review period), and two (2) public hearings. The consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity during these meetings/hearings.

The format for all text documents, tables, charges, and illustrations shall be 8 1/2" x 11" vertical. If oversize inclusions are necessary, they will be 11" x 17". Document covers for all related documents shall be coordinated so they appear as a "set". As much of the technical information as possible shall be placed in the appendices. Duplication of information of the EIR shall be avoided as much as possible.

All hard copy administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light recycled stock paper. Electronic versions of the prepared documents should also be included in deliverables.

V. Vendor Questionnaire

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation.

V.A Cover Letter*

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

*Response required

V.B Proposal*

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.
- This section should include the following:
  - An 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.
  - 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.
  - 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.

- 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.
- 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.
- 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.

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.
- 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.

C. Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

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.

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.
- 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.

*Response required

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.

Looking for general hourly rates.

*Response required

V.D Value Added Services

Please describe any value-added services your company offers that may be of use to the City

V.E Evidence of Insurance*

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful

Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

*Response required

V.F Vendor Forms

Please download the below documents, complete, and upload.

- New_Vendor_Packet.pdf

V.G Type of Business*

☐ C Corporation
☐ S Corporation
☐ Limited Liability C Corporation
☐ Partnership
☐ Limited Liability Partnership
☐ Sole Proprietor/Individual
☐ Other
*Response required

V.H Type your Legal Company Name Here*

State your Company's Name Here. This will be verified against the California Secretary of State's Website.

*Response required

V.I EX PARTE COMMUNICATIONS CERTIFICATION*

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning this IFB at any time after the date and time that this IFB was publicly advertised.

☐ Yes
☐ No
*Response required

V.J EX PARTE COMMUNICATIONS CERTIFICATION CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

V.K DEBARRED, SUSPENDED, DISQUALIFIED QUESTIONNAIRE*

Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been debarred, suspended, disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

☐ Yes
☐ No
*Response required

V.L DEBARRED SUSPENDED DISQUALIFIED QUESTIONNAIRE CONTINUED*

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

*Response required

V.M DISCLOSURE OF GOVERNMENT POSITIONS*

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

*Response required

V.N CERTIFICATION COMPLIANCE*

Please download the below documents, complete, and upload.

VI. Submission Instructions And Inquiries

VI.A Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices, exhibits or attachments, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, OpenGov, before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with **Ellen Clifford, Purchasing Manager**, at (951) 922-3121 or eclifford@banningca.gov.

The Final day for receipt of questions from the Proposer shall be on or before the due date indicated in the schedule of events section. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember, City staff, or RFP evaluation panel member other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

VI.B Completion Of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

VI.C Delivery / Submission Of Proposals

The Final day for submission of proposals shall be on or before the due date indicated in the schedule of events section.

Companies shall register on the City's Electronic Bidding System, https://www.banningca.gov/bids. Once registered, Companies must download the RFP while logged in under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact ProcureNow.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

VI.D Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior

to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

VI.E Examination Of RFP And Sites Of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

VI.F Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

VI.G Withdraw Of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

VI.H Pre-Proposal Meeting

There will be no pre-proposal meeting.

VII. Evaluation Criteria

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Responsive proposals will be evaluated on the basis of the criteria below. **If needed, interviews will be scheduled during or after the week indicated in the "Schedule of Events" section.** If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.
The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Qualifications**	Points Based	25 *(25% of Total)*
2.	**Pricing**	Points Based	10 *(10% of Total)*
3.	**Experience (Projects of similar size and scope)**	Points Based	20 *(20% of Total)*
4.	**Professional References**	Points Based	10 *(10% of Total)*

5.	**Approach and Methodology**	Points Based	30 *(30% of Total)*
6.	**Value Added Services**	Points Based	5 *(5% of Total)*

VIII. Resulting Contract

VIII.A CONTRACT TERM

The initial term of the Agreement shall last **three (3) year from the date of execution with the option to extend for two (2) additional one-year terms not to exceed five (5) years** based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

VIII.B CONTRACT DOCUMENTS

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached herein. **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Banning's Request For Proposals
- Company's Response to the Request For Proposals

VIII.C EXECUTION OF AGREEMENT

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- The Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

VIII.D FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

IX. Terms And Conditions

IX.A Contract Terms And Conditions

The successful company will be required to execute the City's standard agreement ("Agreement"). A sample is attached herein. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Banning Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

IX.B Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

IX.C Conflict Of Interest

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

IX.D Rejection Of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

IX.E Protest Procedures

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

IX.F Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

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

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Kevin G. Ennis, Esq., 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.

AGREEMENT FOR PROFESSIONAL SERVICES (C01279)
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of the _____ by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and **ALBERT A. WEBB ASSOCIATES**, a California Corporation whose address is 3788 McCray Street, Riverside, California 92506 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to award agreements to five (5) consultants pursuant to RFP 26-129 for providing the following services: creating an on-call list working with CEQA and NEPA regulations for projects within the City; and

B. Contractor has made a proposal ("Proposal") to the City to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by one of two optional one-year extension by the parties with the approval of the City Council.

2. Services to be Performed. Contractor agrees to provide the services ("Services") as follows: California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) compliance assessments for both private and public projects in accordance with Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Stephanie Standerfer as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City. Contractor shall ensure that all subcontractors comply with the requirements of this Agreement, including, but not limited to, insurance, indemnification, and licensing requirements.

4. Compensation.

4.01 Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as Exhibit C and incorporated herein by this reference. This Agreement does not establish a not-to-exceed Contract Sum for Consultant; instead, compensation shall be limited only by (i) the hourly rates in Exhibit C, (ii) the availability of funds within the City's annual budget allocated for all contractors awarded under RFP 26-129, and (iii) written task orders or authorizations issued by the City. All Services must be authorized in advance in writing by the City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

4.01.1 City's Annual Budget Limitation and Budget-Exhaustion Notice.

A. Annual Budget Limitation. The Parties acknowledge and agree that the Consultant is one of five (5) firms awarded a contract pursuant to RFP 26-129 for On-Call CEQA/NEPA Services. The City established a general fund that collects deposits from developers that are assigned to a project, so no City funds are used to pay for these services. These funds will

be used as payments to the Consultant for services under this Agreement and is subject to the availability of funds within this shared general budget. Payment to Consultant for services under this Agreement is subject to the availability of funds within this annual shared budget.

B. No Guarantee of Work or Allocation. Consultant understands and agrees that the City does not guarantee the Consultant any minimum amount of work or compensation under this Agreement. The City has sole discretion to distribute work among the five awarded firms, and the total compensation shall not exceed the total annual budget identified above.

C. Notice of Budget Exhaustion. The City shall provide written notice to Consultant in the event the annual Citywide budget for On-Call CEQA/NEPA Services is exhausted. Upon the Consultant's receipt of such notice, the City shall have no obligation to issue new task orders, authorize additional services, or make payment for any services performed after the date of such notice, unless and until additional funds are appropriated by the City in accordance with applicable law.

D. For clarity, nothing in this Agreement shall be construed as an appropriation or commitment by the City to expend the entire annual budget described in Section 4.01.1, nor as a guarantee that any portion of such budget will be used for Services under this Agreement.

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall

either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein.

In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (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 conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; Contractor agrees to have its insurer

endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required __; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A-VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City

as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

12.04 Contractor acknowledges that the City is a California municipal corporation and is subject to the California Public Records Act, Government Code § 7920.000 et seq. ("CPRA"), and other applicable laws requiring public access to records. Contractor further acknowledges and agrees that any and all documents, records, data, writings, communications, materials, and other information of any kind, in any format (including electronic format), that Contractor (or any associate, subcontractor, consultant, or agent of Contractor) prepares, develops, obtains, provides, transmits, or submits to the City, or that are otherwise received or maintained by the City, in connection with this Agreement or the Services may constitute public records and may be subject to disclosure to third parties in response to a CPRA request, unless the City determines that all or a portion of the Submitted Materials are exempt from disclosure under the CPRA or other applicable law.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1773.5, and 1773.9", for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1771 - Requirement to Pay Prevailing Wages
2. Section 1773.1 – Per Diem Wages; Travel and Subsistence Pay.
3. Section 1774 – Payment of Prevailing Wage Rates.
4. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
5. Section 1776 – Payroll Records and Certified Payroll Reports.
6. Section 1777.5 - Apprenticeship Requirements.
7. Sections 1810 and 1811 - Working Hour Restrictions.
8. Section 1813 - Penalty for Failure to Pay Overtime.

13.11 Covenant Against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 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 work or Services by Contractor 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.

13.13 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.

13.14 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 purpose of this Agreement.

13.15 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.

13.16 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, fires, floods, epidemics, pandemics, earthquakes, strikes, labor disputes, governmental orders, or failure of utilities. The affected party shall promptly notify the other party in writing of the occurrence of such event and shall use reasonable efforts to resume performance as soon as practicable. Force majeure shall not excuse the obligation to make payments when due. In no event shall force majeure entitle Contractor to additional compensation, but only to a reasonable extension of time.

13.17 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.18 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The parties expressly adopt and confirm each electronic signature made by a party to this Agreement, regardless of whether delivered in person, by mail, courier, facsimile, email, or in portable document format (PDF), as if the same

were manually signed and delivered in person. Each party agrees not to assert that any electronic signature is inadequate to bind such party to the same extent as if signed manually and delivered in person.

13.19 The provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Without limiting the foregoing, the provisions relating to indemnification, ownership of documents and intellectual property, audit and records retention, insurance obligations, confidentiality, and payment obligations shall survive the termination or expiration of this Agreement.

13.20 Notice. Any notice, demand, request, consent, approval, or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, sent by certified or registered mail (return receipt requested), or sent by electronic mail, addressed as follows:

To City:
City of Banning
Attn: City Manager
99 East Ramsey Street
Banning, California 92220
Email: eclifford@banningca.gov

To Contractor:
Albert A Webb Associates
Attn Stephanie Standerfer, Vice President
3788 McCray Street
Riverside, California 92506
Email: stephanie.standerfer@webbassociates.com

Notices shall be deemed received as follows: (i) on the date of delivery if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight courier; (iii) three (3) business days after deposit in the United States mail, postage prepaid; or (iv) on the date transmitted if sent by electronic mail during normal business hours of the receiving party, or on the next business day if sent after normal business hours. Either party may change its address for Notice by providing written Notice of such change to the other party in accordance with this Section.

13.21 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument for all purposes of this Agreement.

13.22 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BANNING

By:_____
Elizabeth Gibbs, City Manager

Date: _____

CONTRACTOR:

ALBERT A. WEBB ASSOCIATES

By:_____
Print
Name: _____

Date: _____

ATTEST:

By: _____
Sandra Calderon, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

EXHIBIT “A”
PROPOSAL

A. STATEMENT OF UNDERSTANDING AND APPROACH

Project Understanding

Albert A. Webb Associates' (WEBB) Environmental Services team specializes in California Environmental Quality Act (CEQA) compliance for Lead Agencies, including CEQA Plus documents needed for certain federally funded infrastructure projects. Our team also prepares National Environmental Policy Act (NEPA) documents, including experienced staff in species and waters regulatory permitting. WEBB's Environmental team delivers comprehensive support for public and large-scale private development projects. Due to the multidisciplined nature of our Firm, WEBB's Environmental team has a diverse portfolio of project experience. Embedded within our civil engineers, our team offers in-house technical experts in air quality, habitat conservation, hydrology, planning, noise, and transportation. Combine that with our bench of experienced CEQA Project Managers, WEBB ensures the City of Banning's (City) projects remain compliant, efficient, and legally defensible. WEBB is committed to practical, cost-effective solutions that align with the City's long-term build-out goals while minimizing regulatory risks and project delays.

Our approach to every project is effective communication. Whenever WEBB serves as a project consultant, WEBB approaches its work as if it were in your shoes; WEBB's goal is to make your job easier. It never fails, but projects have a way of changing, regardless of the best-laid plans. As your partner, WEBB is always available to guide during these times, using our past experiences and approach as the foundation for future solutions.

Project Management Approach for CEQA/NEPA Projects

Upon contract award, WEBB will schedule an onboarding meeting with City Staff to review the City's preferred document formats, active project queue, and communication protocols. WEBB will be ready to accept task-order assignments within five days of contract execution.

While the specific scope of services, schedule, and deliverables will vary by task order, WEBB applies a consistent framework for initiating, managing, and delivering CEQA/NEPA work. This framework ensures that each assignment is clearly scoped, efficiently executed, and responsive to City priorities, regardless of project type or complexity.

WEBB takes the following measures at the start of any new project; these proven project management measures have resulted in successfully completed Projects.

Kick-off Meeting	After the project is awarded, we will conduct a kick-off meeting to establish communication protocols, project goals, and key milestones. This ensures that everyone is focused on critical success factors and stakeholders.
Scope Management	We use a Work Breakdown Structure (WBS) as a baseline to track tasks and scope throughout the project. Any changes will be coordinated with the City to ensure alignment.
Schedule Management	A project schedule will be developed in collaboration with the City and regularly tracked using Microsoft Project. Monthly updates will identify any variances, and corrective actions will be implemented promptly to ensure we stay on course.
Cost/Budget Management	The project budget will be tracked against progress on the WBS. Any scope or budget adjustments will be explained ahead of submission to the City.
Communication Plan	We prioritize consistent communication with all team members and the City. Our local presence ensures quick access to meetings and stakeholders as needed.
Quality Management	Quality control is integrated into every project phase. Senior staff will review all work products to ensure the highest standards are met throughout the project.

Coordination and Engagement Approach

WEBB's coordination and engagement approach ensures clear communication, regulatory alignment, and effective collaboration throughout each project phase:

- Coordinate with federal, state, and local regulatory agencies early in each task order to confirm requirements and minimize rework.
- Support City Staff in managing stakeholder and public engagement by clearly and accessibly communicating technical information.
- Prepare responses to comments that are consistent, well-documented, and aligned with CEQA/NEPA requirements.
- Facilitate meetings, workshops, and hearings, presenting technical findings in a clear and defensible manner.

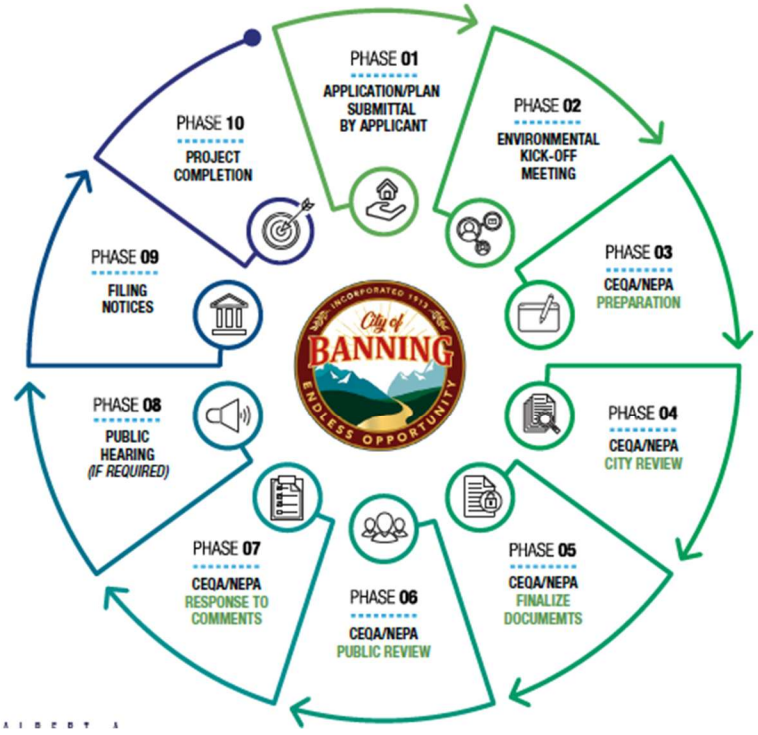
Quality Assurance / Quality Control

WEBB applies a structured QA/QC process to ensure accuracy, defensibility, and consistency across all deliverables:

- Technical Review: Subject matter experts review analyses and supporting technical studies for accuracy and completeness
- Legal and Compliance Review: Environmental documents are reviewed for conformance with CEQA/NEPA requirements and overall legal defensibility
- Consistency Review: Documents are checked for alignment across sections, technical reports, and mitigation measures
- Senior Oversight: Project managers and senior staff provide final review prior to submittal to the City

CEQA and NEPA Process

The CEQA/NEPA process is shown as a circle rather than a straight line to emphasize its cyclical and interconnected nature. Each phase builds upon the previous one, but projects often require revisiting earlier steps as new information, technical studies, or stakeholder input emerge. Depicting the process as a circle highlights WEBB's proactive approach in anticipating these touchpoints, ensuring that environmental review remains flexible, defensible, and responsiv to project needs. The circular format also underscores the collaborative partnership between the City, stakeholders, and regulatory agencies throughout the process, focusing on progress while maintaining room for adaptation. For each project assigned under this on-call contract, WEBB will prepare a detailed description of the specific tasks it will require from City Staff, including provision of project data, standards, and procedural guidance, along with a clear delineation of the respective roles of City Staff and WEBB in completing the scope of work outlined in the RFP.



PHASE 01 I PROJECT APPLICATION/CITY PROJECT DEFINED
- City's Application Deemed Complete/City Provides Preliminary Project Description
- WEBB Determines CEQA/NEPA Level of Effort
- City and WEBB Determine Technical Studies

PHASE 02 I ENVIRONMENTAL KICK-OFF MEETING
- City Staff and WEBB Team Introductions
- WEBB Develops Project Descriptions
- City and WEBB Obtain Project Plans
- City and WEBB Discuss Schedule
- WEBB Prepares CEQA/NEPA Schedule

PHASE 03 I CEQA/NEPA - WEBB PREPARATION
- Finalize Project Description
- Preparation of Relevant Technical Studies and Compliance with MSHCP
- Draft Environmental (CEQA/NEPA) Documents and Notices

PHASE 04 I CEQA/NEPA - CITY REVIEW
- City Review of Technical Studies
- City Review of Environmental (CEQA/NEPA) Documents
- City Review of Notices

PHASE 05 I CEQA/NEPA - CITY AND WEBB FINALIZE DOCUMENTS
- Finalize Technical Studies
- Finalize Environmental (CEQA/NEPA) Documents
- Prepare for Public Review

PHASE 06 I CEQA/NEPA - PUBLIC REVIEW
- Public Review of Environmental (CEQA/NEPA) Documents, if required

PHASE 07 I CEQA/NEPA - CITY AND WEBB RESPONSE TO COMMENTS
- Response to Comments from Public Review, if required

PHASE 08 I PUBLIC HEARING *(IF REQUIRED)*
- City Notices for Public Hearing
- Public Hearing

PHASE 09 I FILING NOTICES - WEBB ON BEHALF OF THE CITY
- File Appropriate Notices with County Clerk and Office of Planning and Research

PHASE 10 I PROJECT COMPLETION
- The Project is Completed

CEQA and NEPA Services Overview

WEBB's Environmental Services Department has extensive experience in all aspects of environmental documentation related to CEQA and NEPA requirements. WEBB's Environmental team has a diverse portfolio of project experience, including university and schools, large-scale residential and commercial developments, hospitals, warehouses, cannabis facilities, and infrastructure projects such as water, sewer, and roadways. WEBB specializes in identifying the appropriate level of CEQA documentation based on each project's specific conditions. The WEBB team is knowledgeable about CEQA partitioning and stays updated on the latest legal developments.

Category	Key Services	City Value
Document Preparation	CEQA: Exemptions, Initial Studies, NDs/ MNDs, EIR/EIS, Supplemental/Subsequent documents, Addenda, NEPA: Exclusions, FONSIs, EIS, CEQA-Plus Documentation	Streamlined compliance, defensible documents, and tailored pathways
Technical Studies	Biological Surveys, MSHCP Compliance, Air Quality and GHG Analyses, Cultural Resources, Acoustics and Vibration, Aesthetics and Visual Simulations, Hydrology Studies, Transportation/VMT	Comprehensive expertise from in-house specialists and trusted subconsultants
Public and Agency Engagement	Noticing and Distribution, Public Meetings and Hearings, Scoping Sessions, Agency Consultations	Engaging public speakers, clear communication, and smoother approvals
Legal and Peer Review	Peer Reviews, Legal Reviews (in-house CEQA attorney)	Reduced risk, early issue spotting, and legally defensible outcomes

Environmental Documentation

WEBB takes pride in offering the City a variety of CEQA pathways, utilizing our experience to ensure your interests are prioritized in every decision. WEBB aims to streamline the CEQA process whenever possible, ensuring efficiency while maintaining legal defensibility. Our services encompass the spectrum of CEQA and NEPA documents as outlined below.

NOTICE OF EXEMPTIONS/CATEGORICAL EXCLUSIONS

Duration:
- *NOE with no Checklist: 1 Month*
- *NOE with Checklist and Technical Studies: 3-6 Months*

Certain projects may qualify for an exemption under CEQA or a categorical exclusion under NEPA. WEBB is experienced in collaborating with our Lead Agencies to thoroughly understand the project and assess whether a Notice of Exemption (NOE) could apply under CEQA or a Categorical Exclusion (CE) could apply under NEPA. If it is determined that an NOE or CE is appropriate, WEBB can prepare all necessary documentation (i.e., Initial Study and/or technical studies) and file the NOE with the County Clerk and State Clearinghouse (as applicable), and coordinate with the lead federal agency to document and complete the CE process under NEPA. With the passage of AB 130 and SB 131, WEBB can also evaluate whether a particular project qualifies for one of the Statutory Exemptions afforded by these new laws.

NEGATIVE DECLARATIONS/MITIGATED NEGATIVE DECLARATIONS/FONSI

Duration: 9-12 Months

Using the City's preferred format, WEBB can prepare Initial Studies that support the development of a Mitigated Negative Declaration (MND) or a Negative Declaration (ND). The Initial Study will include analyses for all relevant issue areas

utilizing technical studies and data, in compliance with the requirements of the CEQA, the State CEQA Guidelines, and the City's local guidelines for implementing CEQA.

For MND preparation, the Initial Study will discuss each potential environmental effect to provide reviewers with a clear understanding of the impact and any mitigation measures, if necessary. Additionally, when preparing MNDs, WEBB commonly provides responses to comments and creates Mitigation and Monitoring Reporting Programs for use in Final MND documents.

If a NEPA document is required and impacts can be minimized or avoided, WEBB can prepare a Finding of No Significant Impact (FONSI) based on the Environmental Assessment. The responsible Federal Agency will dictate the noticing process, and WEBB can assist with the Federal Register notice.

ENVIRONMENTAL IMPACT REPORTS/ENVIRONMENTAL IMPACT STATEMENTS

Duration: 12-18 Months

For certain types of projects, it may be necessary to prepare an Environmental Impact Report (EIR) following the CEQA Guidelines. If federal funding or approval is involved, an Environmental Impact Statement (EIS) may also be required. While creating a joint EIR/EIS is possible, our experience indicates that it is easier to complete two separate documents. The typical scope of services provided by WEBB for the EIR/EIS process includes the following tasks, should WEBB be responsible for preparing the EIR/EIS.

► Project Description/Data Collection

Preparing a thorough and accurate project description, which includes identifying project objectives, is critical for developing any CEQA/NEPA document. WEBB will collect and review data to create this project description, which is the most critical aspect of the environmental review process. WEBB will collaborate with the City and the project's architectural/engineering teams. Capturing all aspects of the project, including both construction and operational elements, is essential to ensure that all environmental impacts are adequately addressed in the environmental document. Often overlooked in the Project Description, but since we are embedded in an engineering firm, WEBB's Environmental team will include any required off-site improvements that would need to be in place to serve the project

► Initial Study/Environmental Assessments

WEBB will use the City's checklist format to prepare the Initial Study, or Environmental Assessment if a NEPA document is required, with explanatory text for all issue areas. This will ensure compliance with the requirements of CEQA, the State CEQA Guidelines (or NEPA Guidelines for the applicable federal agency), and the City's guidance for implementing CEQA.

The Initial Study/Environmental Assessment will discuss each potential environmental effect, providing reviewers with a clear understanding of the environmental impacts. The purpose of the Initial Study/Environmental Assessment is twofold: 1) to identify the issue areas that are potentially significant and therefore will have detailed analysis in the Draft EIR/EIS, and 2) to provide the necessary substantiation to support a finding of less than significant and to provide the substantiation for not carrying the impact analysis into the Draft EIR/EIS. We always recommend using an Initial Study before preparing an EIR, unless the project is a wider, large-scale plan, such as a general plan, where discussing each issue in the Draft EIR might be beneficial for the long-term implementation of the plan. This approach is intended to elicit more meaningful and focused comments from the reviewing entities, avoiding unnecessary analysis in the EIR/EIS document that could increase costs and time.

► Public Noticing and Distribution/Circulation

If the City so chooses, WEBB can prepare all necessary notices based on the type of document being developed. For EIRs, WEBB will prepare the Notice of Preparation (NOP) during the Initial Study phase (CEQA Guidelines Section 15082). This will be followed by the Notice of Availability (NOA) (CEQA Guidelines Section 15087) and the Notice of Completion (NOC) (CEQA Guidelines Section 15085). If an MND or ND is prepared, WEBB will prepare the Notice of Intent (NOI) and NOC (CEQA Guidelines Sections 15072 and 15085). After the City certifies or approves the CEQA

document, WEBB can prepare the Notice of Determination (CEQA Guidelines Sections 15075, 15094, and 15373) on behalf of the City. In all instances, WEBB can file notices with the County Clerk and the State Clearinghouse under the Land Use and Climate Innovation (LCI, formerly known as Office of Planning and Research), if needed, on behalf of the City.

For NEPA documents, the noticing requirements will vary depending on the Federal Agency responsible; however, WEBB can also provide those notices and assist the City with their Federal Register postings, distribution, and circulation if needed. During the public review process, WEBB is prepared to handle the reproduction, circulation, and distribution of documents to the agencies and individuals listed on the City's distribution list. We can assist the City in modifying this distribution list for each project as needed and mail the notices or documents. Additionally, WEBB can assist the City prepare notices for publication in local newspapers.

▸ Final Environmental Impact Report/Final Environmental Impact Statement

Following the public review as mandated by CEQA or NEPA, WEBB will prepare the Final EIR and Final EIS. The Final EIR/EIS will include the comments received on the Draft EIR/EIS, responses to those comments, any necessary changes to the Draft EIR/EIS based on the responses, as well as the Mitigation Monitoring and Reporting Program (MMRP) for a CEQA document. Additionally, and setting us apart from our competitors, WEBB has an in-house CEQA Attorney who can prepare the City's Findings/Resolutions and Statements of Overriding Considerations, if needed.

ADDENDA AND SUPPLEMENTAL/SUBSEQUENT ENVIRONMENTAL DOCUMENTS

Duration: 3-9 Months

If certified or adopted environmental documents require modification due to project changes or evolving conditions, or if subsequent actions are being taken under an existing adopted/certified environmental document, WEBB can prepare any necessary technical analysis and Addenda or Supplemental/Subsequent documents.

CEQA-PLUS DOCUMENTATION

Duration: 9-12 Months

▸ STATE Revolving CEQA Plus Documentation

To meet the State Water Board's requirements for addressing federal crosscutters if State Revolving funds are used for a Project, WEBB can prepare a "CEQA-Plus" document to support the City's SRF applications. Our CEQA-Plus documents include a section following the CEQA Initial Study checklist, which includes analyses for the following federal regulations:

- Federal Endangered Species Act
- National Historic Preservation Act
- Clean Air Act
- Coastal Zone Management Act
- Farmland Protection Policy Act
- Floodplain Management
- Migratory Bird Treaty Act
- Protection of Wetlands
- Wild and Scenic Rivers Act
- Safe Drinking Water Act
- Sole Source Aquifer Protection
- Coastal Barriers Resources Act
- Environmental Justice
- Magnuson-Stevens Fishery Conservation and Management Act

The air quality analysis, biological resources reports, and cultural resources reports supporting the CEQA-Plus document must address the applicable federal crosscutters and be coordinated with the environmental review staff at the State Water Board. WEBB maintains a strong working relationship with the State Water Board staff related to processing CEQA-Plus documents. WEBB can handle all coordination, as we have processed numerous similar projects and understand the expectations of the State's environmental review staff.

Public Meetings

As part of the CEQA process, WEBB will plan, attend, and participate in any scoping sessions or public outreach meetings related to CEQA. Additionally, WEBB is skilled at delivering presentations and responding to questions during Planning Commission and City Council meetings.

Environmental Technical Studies

WEBB's team can provide all the necessary technical studies for CEQA and NEPA compliance documents. To complement our in-house technical services, WEBB also strategically works with subject-area specialists in the biological, cultural, and noise/acoustical industries. This approach demonstrates our flexibility in selecting subcontractors based on the project's complexity and budget. As a result, we can tailor our services to meet your specific needs.

BIOLOGICAL CONSTRAINTS, GENERAL BIOLOGICAL STUDIES, FOCUSED SPECIES SURVEYS/ TRAPPING AND PRECONSTRUCTION SURVEYS

WEBB collaborates with trusted biological subconsultants to provide comprehensive information on biological resources. We conduct general surveys, including habitat assessments for special-status plants and animals. Our reports identify federally or state-listed species as endangered or threatened, as found in the California Natural Diversity Database, the California Native Plant Society Rare Plant Inventory, or other recognized potential inhabitants of the project site.

The findings from our biologists can inform the engineering design of projects, allowing redesign or avoidance to be employed, lessening the biological mitigation burdens. General biological assessments are compiled into a Biological Technical Report that meets CEQA/NEPA requirements. If the initial biological survey indicates the presence of habitat for special-status species, we can also conduct the necessary species-focused surveys to confirm their presence.

The biological firms on the WEBB team are experienced in providing the necessary species-focused surveys and preconstruction evaluations. Our team excels at balancing the timelines of biological surveys, findings, and constraints with engineering design and scheduling needs. We prioritize open communication with the City regarding the implications and strategies for managing biological issues and project timelines.

WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN COMPLIANCE ANALYSES

Biological surveys can be conducted to meet the requirements of the Multiple Species Habitat Conservation Plan (MSHCP). These surveys will focus on species corresponding to the designated MSHCP survey areas, such as narrow endemic plants, criterion area plants, the burrowing owl, small mammals, and amphibians. Additionally, surveys will address species associated with MSHCP riparian areas and vernal pools, including the least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, and listed fairy shrimp.

MSHCP-related studies will also involve mapping and analyzing riparian and riverine areas, as well as vernal pools. This is necessary for obtaining a Determination of Biologically Equivalent or Superior Preservation (DBESP), if applicable. Compliance analysis with the MSHCP will assess the compatibility of projects with MSHCP requirements. This may be done through a separate document or as part of the Biological Technical Report. The compliance analyses will evaluate adherence to species survey requirements, riparian/riverine and vernal pool criteria, and requirements relating to MSHCP Reserve Assembly.

AIR QUALITY STUDIES

WEBB regularly assesses the impacts of construction, operations, and maintenance on air quality for proposed projects, as applicable. The first step involves identifying typical emissions sources in consultation with the City. Once the modeling assumptions are approved, emissions are calculated using the CalEEMod program. Impacts are evaluated regionally and locally, following the current methodology established by the South Coast Air Quality Management District (SCAQMD).

If any potential impacts exceed the applicable SCAQMD thresholds, mitigation measures are recommended, ensuring that these measures are both practical and enforceable. Additionally, federal Clean Air Act conformity is evaluated, as necessary.

CLIMATE CHANGE ANALYSIS/GREENHOUSE GAS (GHG) EMISSIONS ANALYSIS/ENERGY ANALYSIS

WEBB regularly conducts assessments of greenhouse gas (GHG) impacts related to the construction, operation, and maintenance of proposed projects. The process begins by identifying typical sources of GHG emissions. Once the modeling assumptions are approved, GHG emissions are calculated using the SCAQMD's most current CalEEMod program. If the modeling indicates the project emissions exceed the applicable SCAQMD thresholds, mitigation measures will be recommended. WEBB's air quality experts are well-versed in construction methods and feasibility, and can assist the City with guidance as to whether air quality mitigation measures can be both feasible and enforceable. Additionally, along with GHG analyses, our technical report will also include a calculation of the project's energy demand and an evaluation as to whether those impacts are significant.

HEALTH RISK ASSESSMENTS

For projects that involve significant sources of diesel particulate matter, such as diesel trucks or equipment, WEBB also prepares health risk assessments (HRAs). These assessments analyze cancer and non-cancer risks, following the SCAQMD methodology. Like air quality studies, mitigation measures for potential cancer and non-cancer risk impacts are also recommended in consultation with the City, ensuring their feasibility and enforceability.

CULTURAL RESOURCES STUDIES

Our team will collaborate with experts in archaeology, history, and paleontology to conduct the necessary cultural studies supporting the CEQA/NEPA process. These studies will identify cultural resources that may be affected by the project through record searches and site investigations. This will help determine the project's appropriate level of effort and phasing, including strategies to streamline the process and achieve cost savings. The WEBB team can assist the City in identifying Native American issues. Mitigation measures, developed from technical and cultural resource studies, as well as consultations with the engaged Native American Tribes, as per the Sacred Lands File searches and AB 52, will be presented in the technical investigation documentation. Additionally, if there is a federal nexus, the cultural resources report can address compliance with Section 106 of the National Historic Preservation Act.

ACOUSTICAL/NOISE AND VIBRATION STUDIES

WEBB utilizes several subconsultants for acoustical and vibration studies, essential for the CEQA/NEPA process in assessing construction and long-term operational noise from projects. Noise/Acoustical analyses focus on sensitive receptors near the project and employ current noise models, such as the Roadway Noise Construction Model or SoundPlan, to evaluate existing and future noise levels at sensitive receptor locations with the project included.

Additionally, WEBB's noise analysis can identify potential mitigation measures, such as barriers, and collaborate with the design/engineering team and construction contractors to reduce noise levels to acceptable limits for surrounding sensitive receptors.

AESTHETICS STUDIES AND VISUAL SIMULATIONS

WEBB's in-house Landscape Architecture Department can create visual simulations for projects with aesthetic impacts, such as tall buildings, tanks, or reservoirs. These visual simulations will include graphic representations that show the existing site conditions alongside renderings of the proposed project, allowing for clear communication to the public as well as for substantiation of the aesthetic impact. Visual simulations can be incorporated into the aesthetic impact analysis of the CEQA/NEPA documentation and utilized during public meetings related to the project.

TRANSPORTATION

WEBB will use its in-house transportation planners to conduct vehicle miles traveled (VMT) studies to support CEQA documents. Our in-house Traffic and Transportation Department is deeply experienced in working with local land-use agencies and is familiar with their VMT implementation guidelines as well as the latest guidance being issued by the Western Riverside Council of Governments (WRCOG). Although not required by CEQA anymore, if needed, WEBB's team can also prepare project-specific Traffic Impact Analyses to help understand the physical improvements required to support a project. If any physical improvements, particularly those off-site, are needed, these should be well substantiated in the TIA and then incorporated into the Project Description so that they can be fully evaluated.

PEER REVIEWS

WEBB has successfully collaborated with Clients to conduct peer reviews of technical studies and CEQA/NEPA documents prepared by others. Our goal when we are peer reviewing is to be as helpful as possible, ensuring that the City's best interests are served. We do not provide comments merely for the sake of activity; instead, we approach peer reviews as team players, aiming to advance the CEQA/NEPA process in a defensible manner. Additionally, utilizing WEBB's in-house legal counsel can provide the City with essential first-line legal reviews of documents prepared by others.

RESOURCE AGENCY CONSULTATIONS/NEGOTIATIONS/PERMITTING

One of the unique services that WEBB provides, which can be particularly valuable for CEQA/NEPA projects, is its established good standing with local, state, and federal regulatory agency staff. These relationships enable WEBB to facilitate, translate, and effectively manage interactions with regulators, ultimately benefiting the City.

ENVIRONMENTAL CONSTRUCTION MONITORING

WEBB's Environmental Team oversees and verifies compliance with Mitigation Monitoring and Reporting Programs (MMRP), tracks and documents regulatory permit compliance from agencies such as CDFW and RWQCB. A key strength of WEBB's approach is the integration of its Environmental Team into its Construction Management Department, meaning environmental staff participate directly in project meetings, conduct periodic site visits alongside the Construction Manager and Inspector, and provide real-time guidance on permit conditions and regulatory agency expectations. This in-house integration ensures that mitigation measures are enforced in the field and that all environmental requirements are addressed proactively throughout the construction phase.

Fluctuation in Service Needs and Associated Price Adjustments

WEBB's multi-tiered Environmental Services Department, comprising senior project managers, environmental analysts, technical writers, and discipline leads, provides the City with the bench depth to scale staffing up or down in direct response to project demand, whether that means mobilizing a full EIR team on short notice or right-sizing resources for a straightforward Initial Study. When workload surges exceed internal capacity, WEBB draws on a network of long-standing, pre-qualified subconsultants covering critical CEQA/NEPA technical disciplines, including cultural resources, biological resources, air quality, and noise, all operating under WEBB's QA/QC protocols to ensure consistent, defensible work products regardless of volume. In full compliance with the RFP's pricing requirements, WEBB commits that all submitted hourly rates will remain fixed for the entire three-year initial contract term, with any price modifications reserved for negotiation only if the City exercises its optional extension years. Scope changes within any task order are managed through a disciplined written authorization process; no additional work proceeds without City approval, supported by monthly budget status reports and a centralized issue-tracking log that gives City Staff real-time visibility into costs, variances, and project status.

Innovative WEBB Approach

In direct response to the City of Banning's invitation for "additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities" and its openness to "alternative service delivery means and methods," WEBB proposes the following service innovations, each designed to deliver measurable, tangible benefits to the City.

1. AB 130/SB 131 Compliance Expertise = Faster Approvals & Reduced Review Costs

WEBB proposes to serve as the City's dedicated resource for navigating the evolving housing accountability framework established under AB 130 and SB 131. Rather than treating these statutes as background compliance requirements, WEBB will proactively determine if AB 130/SB 131 can be utilized, thereby accelerating the CEQA process timeline and providing the City with solid legal defensibility:

- Accelerate project approvals.
- Reduce the City's internal review burden and associated staff costs by delivering documents that are pre-screened for AB 130/SB 131 compliance.
- Shorten overall project timelines for the residential, commercial, and industrial development projects that the City anticipates processing.

2. In-House CEQA Attorney = Legal Defensibility Without Outside Counsel Costs

WEBB has embedded legal review directly into our workflow process through our in-house CEQA attorney,a structural departure from the standard industry model, in which legal review is obtained separately after document completion at high additional cost to the client. The City has made clear that "the preparation of sound, defensible environmental assessments is the goal." WEBB's in-house legal capability directly serves this goal by:

- Building legal defensibility into every EIR, MND, and IS from the first draft, rather than retrofitting legal review at the end of the process.
- Reduces the need for the City to retain separate outside CEQA counsel for document review, challenge response, or litigation support results in direct cost savings.
- Strengthening the City's position when WEBB is called upon to present at Planning Commission and City Council hearings and respond to legal challenges.

3. Embedded Engineering Team = Comprehensive Value Added

WEBB proposes to leverage our embedded civil and infrastructure engineering knowledge to ensure that off-site improvements, roadway dedications, utility extensions, drainage infrastructure, and similar project-driven improvements are fully captured in project descriptions and impact analyses from the start., and not siloed across separate consultants delivering more complete and comprehensive documents.

The City's RFP emphasizes that all impacts must be thoroughly evaluated, quantified, and addressed, and that mitigation measures must be "reasonable, enforceable, identify the party responsible for implementation, and set a timeline or milestone for completion." Incomplete project descriptions are among the most common grounds for CEQA legal challenge. WEBB's engineering integration directly addresses this vulnerability by:

- Ensuring off-site improvements are identified and described with technical precision in Initial Studies and EIRs, closing the documentation gaps that plaintiffs most frequently exploit.
- Reducing the City's legal exposure on approved projects by producing project descriptions that withstand scrutiny under the "whole of the action" standard.
- Improving the quality and enforceability of mitigation measures related to infrastructure, consistent with the City's requirement for a comprehensive Mitigation Monitoring and Reporting Program.
- Eliminating the need for costly supplemental EIRs or addenda triggered by off-site improvements that were not adequately scoped in the original document.

EXHIBIT “B”
CERTIFICATES OF INSURANCE

EXHIBIT C
SCHEDULE OF COMPENSATION

WEBB's fee structure is based on hourly rates by staff classification, consistent with standard on-call professional services contracts. This approach aligns with the City's intent to assign work through task orders with project-specific scopes and budgets developed at the time of assignment. All rates are applicable to a broad range of CEQA/NEPA services and will be used to negotiate individual task orders as needed.

Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	Rates $/Hour
Principal II	331.00
Principal I	316.00
Senior III	300.00
Senior II	286.00
Senior I	276.00
Associate III	257.00
Associate II	245.00
Associate I	232.00
Assistant V	210.00
Assistant IV	187.00
Assistant III	173.00
Assistant II	156.00
Assistant I	138.00
Survey Services	
3-Person Survey Party	457.00
2-Person Survey Party	356.00
1-Person Survey Party	255.00
Inspection Services	
Construction Manager III	294.00
Construction Manager II	260.00
Construction Manager	210.00
Inspector (Non-Prevailing Wage)	154.00
Inspector Overtime (Non-Prevailing Wage)	205.00
Inspector (Prevailing Wage)	166.00
Inspector Overtime (Prevailing Wage)	220.00
Administrative Services	
Project Coordinator	150.00
Administrative Assistant III	127.00
Administrative Assistant II	114.00
Administrative Assistant I	91.00
Other Direct Expenses	
Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	38.00
In-House Delivery 1/2 Hour up to 1 Hour	73.00
In-House Delivery Over 1 Hour up to 2 Hours	136.00
In-House Delivery Over 2 Hours	193.00
Survey/Inspection Vehicle	0.90/Mile
Mileage	0.82/Mile

AGREEMENT FOR PROFESSIONAL SERVICES (C01280)
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of the _____ by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and **ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.**, a California corporation whose address is 3333 Michelson Drive, Suite 500, Irvine, California 92612 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to award agreements to five (5) consultants pursuant to RFP 26-129 for providing the following services: creating an on-call list working with CEQA and NEPA regulations for projects within the City; and

B. Contractor has made a proposal ("Proposal") to the City to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by one of two optional one-year extension by the parties with the approval of the City Council.

2. Services to be Performed. Contractor agrees to provide the services ("Services") as follows: California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) compliance assessments for both private and public projects in accordance with Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Konnie Dobreva, JD as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City. Contractor shall ensure that all subcontractors comply with the requirements of this Agreement, including, but not limited to, insurance, indemnification, and licensing requirements.

4. Compensation.

4.01 Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as Exhibit C and incorporated herein by this reference. This Agreement does not establish a not-to-exceed Contract Sum for Consultant; instead, compensation shall be limited only by (i) the hourly rates in Exhibit C, (ii) the availability of funds within the City's annual budget allocated for all contractors awarded under RFP 26-129, and (iii) written task orders or authorizations issued by the City. All Services must be authorized in advance in writing by the City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

4.01.1 City's Annual Budget Limitation and Budget-Exhaustion Notice.

A. Annual Budget Limitation. The Parties acknowledge and agree that the Consultant is one of five (5) firms awarded a contract pursuant to RFP 26-129 for On-Call CEQA/NEPA Services. The City established a general fund that collects deposits from developers that are assigned to a project, so no City funds are used to pay for these services. These funds will

be used as payments to the Consultant for services under this Agreement and is subject to the availability of funds within this shared general budget. Payment to Consultant for services under this Agreement is subject to the availability of funds within this annual shared budget.

B. No Guarantee of Work or Allocation. Consultant understands and agrees that the City does not guarantee the Consultant any minimum amount of work or compensation under this Agreement. The City has sole discretion to distribute work among the five awarded firms, and the total compensation shall not exceed the total annual budget identified above.

C. Notice of Budget Exhaustion. The City shall provide written notice to Consultant in the event the annual Citywide budget for On-Call CEQA/NEPA Services is exhausted. Upon the Consultant's receipt of such notice, the City shall have no obligation to issue new task orders, authorize additional services, or make payment for any services performed after the date of such notice, unless and until additional funds are appropriated by the City in accordance with applicable law.

D. For clarity, nothing in this Agreement shall be construed as an appropriation or commitment by the City to expend the entire annual budget described in Section 4.01.1, nor as a guarantee that any portion of such budget will be used for Services under this Agreement.

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall

either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein.

In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (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 conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; Contractor agrees to have its insurer

endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required __; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A-VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City

as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

12.04 Contractor acknowledges that the City is a California municipal corporation and is subject to the California Public Records Act, Government Code § 7920.000 et seq. ("CPRA"), and other applicable laws requiring public access to records. Contractor further acknowledges and agrees that any and all documents, records, data, writings, communications, materials, and other information of any kind, in any format (including electronic format), that Contractor (or any associate, subcontractor, consultant, or agent of Contractor) prepares, develops, obtains, provides, transmits, or submits to the City, or that are otherwise received or maintained by the City, in connection with this Agreement or the Services may constitute public records and may be subject to disclosure to third parties in response to a CPRA request, unless the City determines that all or a portion of the Submitted Materials are exempt from disclosure under the CPRA or other applicable law.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1773.5, and 1773.9", for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1771 - Requirement to Pay Prevailing Wages
2. Section 1773.1 – Per Diem Wages; Travel and Subsistence Pay.
3. Section 1774 – Payment of Prevailing Wage Rates.
4. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
5. Section 1776 – Payroll Records and Certified Payroll Reports.
6. Section 1777.5 - Apprenticeship Requirements.
7. Sections 1810 and 1811 - Working Hour Restrictions.
8. Section 1813 - Penalty for Failure to Pay Overtime.

13.11 Covenant Against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 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 work or Services by Contractor 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.

13.13 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.

13.14 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 purpose of this Agreement.

13.15 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.

13.16 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, fires, floods, epidemics, pandemics, earthquakes, strikes, labor disputes, governmental orders, or failure of utilities. The affected party shall promptly notify the other party in writing of the occurrence of such event and shall use reasonable efforts to resume performance as soon as practicable. Force majeure shall not excuse the obligation to make payments when due. In no event shall force majeure entitle Contractor to additional compensation, but only to a reasonable extension of time.

13.17 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.18 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The parties expressly adopt and confirm each electronic signature made by a party to this Agreement, regardless of whether delivered in person, by mail, courier, facsimile, email, or in portable document format (PDF), as if the same

were manually signed and delivered in person. Each party agrees not to assert that any electronic signature is inadequate to bind such party to the same extent as if signed manually and delivered in person.

13.19 The provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Without limiting the foregoing, the provisions relating to indemnification, ownership of documents and intellectual property, audit and records retention, insurance obligations, confidentiality, and payment obligations shall survive the termination or expiration of this Agreement.

13.20 Notice. Any notice, demand, request, consent, approval, or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, sent by certified or registered mail (return receipt requested), or sent by electronic mail, addressed as follows:

To City:
City of Banning
Attn: City Manager
99 East Ramsey Street
Banning, California 92220
Email: eclifford@banningca.gov

To Contractor:
Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc.
Attn: Konnie Dobreva
3333 Michelson Drive, Suite 500
Irvine, California 92612
Email: konnie@epdsolutions.com

Notices shall be deemed received as follows: (i) on the date of delivery if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight courier; (iii) three (3) business days after deposit in the United States mail, postage prepaid; or (iv) on the date transmitted if sent by electronic mail during normal business hours of the receiving party, or on the next business day if sent after normal business hours. Either party may change its address for Notice by providing written Notice of such change to the other party in accordance with this Section.

13.21 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument for all purposes of this Agreement.

13.22 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BANNING

By:_____
Elizabeth Gibbs, City Manager

Date: _____

CONTRACTOR:

ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS dba EPD SOLUTIONS, INC.

By:_____
Print
Name: _____

Date: _____

ATTEST:

By: _____
Sandra Calderon, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

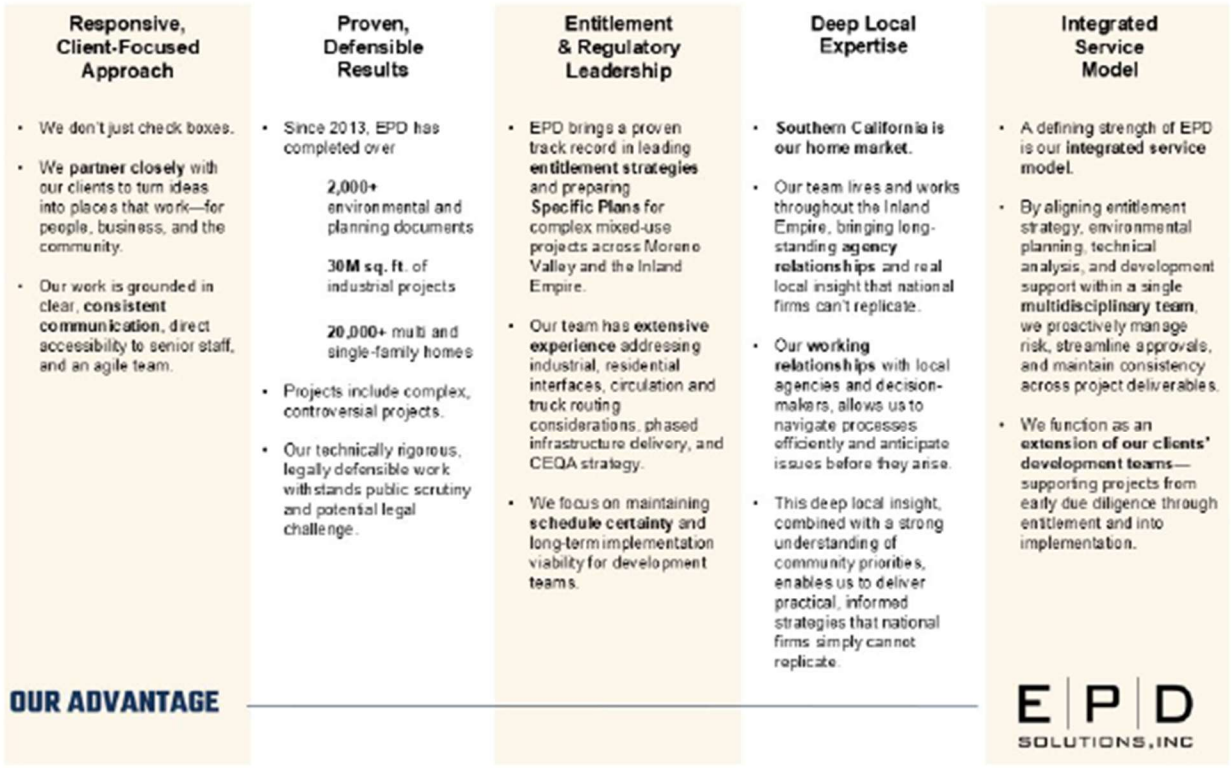
Date: _____

EXHIBIT “A”
PROPOSAL

A. STATEMENT OF UNDERSTANDING AND APPROACH

UNDERSTANDING OF SCOPE OF WORK

EPD provides a unique blend of exceptional service and staff resources, an inclusive culture, notable clients, sophisticated projects, and a distinct, integrative approach to doing business.



We understand that on-call service agreements encompass a wide range of project types and sizes, each requiring a tailored approach to CEQA and NEPA compliance that streamlines the environmental review and approval process for City staff and decision makers. Our philosophy of client service is built on readiness, experience, and communication. We craft strategies and schedules that are specifically aligned with each client's needs, reducing delays, maximizing public input at key milestones, and focusing attention on the most critical issues.

EPD recognizes the demands on our clients' time and prioritizes efficiency and accountability at every step. From project initiation, we emphasize innovation in processing information, developing strategies, and clearly defining roles and responsibilities. Our team holds itself accountable to the schedules and milestones established by our clients, ensuring timely, defensible, and high-quality deliverables.

EPD offers the full scope of services listed in the City's RFP, which includes the preparation of Exemptions, Initial Studies, Negative Declarations, Mitigated Negative Declarations (MNDs), Draft and Final Environmental Impact Reports (EIRs) pursuant to CEQA (including responses to comments, Findings of Fact, Statements of Overriding Consideration, Mitigation Monitoring and Reporting Programs [MMRPs], and the full spectrum of supporting technical studies), as well as Addendums to previously adopted CEQA documents. We prepare the full suite of potential NEPA compliance documents, including Categorical Exclusions (CEs), Environmental Assessments (EAs) supporting Findings of No Significant Impact (FONSIs),

and Environmental Impact Statements (EISs) leading to Record of Decision (ROD) documentation. We also prepare joint NEPA/CEQA documents that streamline agency approvals. Our team provides expert third party peer review services to review technical studies and CEQA/NEPA documents prepared by other firms. Recognizing that the City may require mitigation monitoring services to verify compliance with adopted mitigation measures for approved projects, our team includes seasoned professionals with more than 20 years of mitigation compliance experience. Our excellent relationships with the resource agencies that may have oversight over City projects facilitates approvals at every review level and help leads to successful project outcomes.

EPD's team maintains a cutting edge understanding of current CEQA and NEPA regulations, including the regulations that apply to projects involving distribution of federal funds or requiring approval, authorization, and coordination by or with a federal agency, and we will incorporate sustainability principles relevant to California and the Banning Pass Area, ensuring that all impacts relevant to CEQA/NEPA are thoroughly evaluated, quantified, and addressed with innovative and effective mitigation measures. EPD's team provides noticing and filings support to our municipal clients and we are always available to support City staff at kick-off meetings, scoping meetings, workshops, and Planning Commission and City Council meetings.

PROJECT MANAGEMENT

MANAGEMENT APPROACH FOR ON-CALL SERVICES

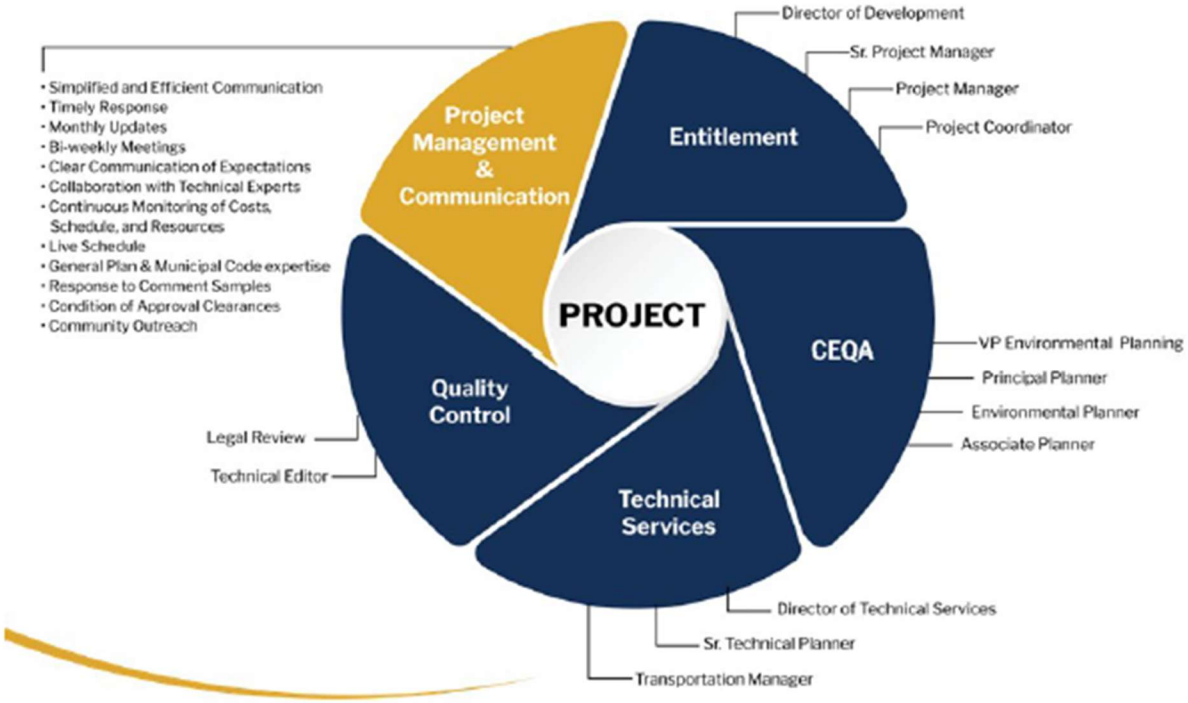
OUR PROJECT QUALITY AND EFFICIENCY

E | P | D SOLUTIONS, INC

Each project receives specialized attention and senior-level expertise, ensuring the highest quality and efficiency.

Senior Leadership personally oversees the progress, providing strategic guidance and leveraging years of industry experience to deliver exceptional results.

Our commitment to excellence ensures that every project meets our rigorous standards and exceeds client expectations.



Drawing on extensive experience preparing and peer-reviewing CEQA and NEPA documents and technical studies on behalf of agency clientele, EPD has developed a management approach that facilitates, expedites, and simplifies the environmental compliance process.

Key elements of our approach include:

- Establishing clear roles, responsibilities, and open lines of communication to ensure high-quality deliverables and adherence to schedule and budget.
- Providing clear, responsive communication and proactive project management.
- Maintaining a single senior point of contact for coordination and assigning staff who remain with each project from start to finish.
- Holding regular team meetings to provide updates, identify and resolve data gaps, and keep projects moving efficiently toward approval and construction.
- Developing technical strategies and outlining multiple "what-if" paths to anticipate challenges and minimize surprises.
- Assigning seasoned practitioners who are recognized experts in their fields—individuals familiar to agency staff, respected by decision makers, and current on the latest regulations and legal precedents.
- Delivering well-vetted, thoroughly reviewed work products that undergo senior-level quality control prior to submittal.
- Resolving inconsistencies proactively and collaboratively to avoid delays and maintain project momentum.
- Maintaining flexibility to adjust course as needed at the client's direction while communicating the implications, alternatives, and potential outcomes of any change.
- Identifying potential environmental impacts early in the process to enable development of innovative design, mitigation, and environmental solutions.
- Sustaining strong working relationships with City, County, and State agencies with jurisdiction over resources of concern.

EPD's on-call clients value project managers who are responsive, resourceful, and proactive—able to adapt quickly to changing circumstances and deliver creative, effective solutions under pressure. Our commitment to responsiveness and efficiency drives repeat success and long-term client partnerships. We rely on proven methods and templates that have demonstrated success, allowing us to deliver consistent, high-quality results. EPD also maintains a deep bench of in-house and external expertise, cultivated through long-standing partnerships with trusted specialists who share our commitment to excellence and our ability to manage multiple complex projects simultaneously.

APPROACH TO POLICY PLANNING AND DEVELOPMENT

EPD's versatile team of planners routinely supports municipal clients with a wide range of traditional planning services, functioning seamlessly as an extension of City staff. The broad experience of EPD's staff members enables EPD to prepare interdepartmental memos and staff reports, develop Conditions of Approval, draft resolutions and ordinances, Findings, and Resolutions, and present before decision-making bodies on behalf of the cities we serve. Our team assists decision-makers at every level of the planning organization—from Associate to Principal Planners in both Current and Advanced Planning. This includes advising on the appropriate level of environmental documentation, supporting cities in adopting standards that reflect up-to-date State legislation, and pivoting to more traditional, comprehensive documentation for complex or controversial projects where a robust administrative record is essential. EPD's planning staff also has expertise to assist with planning-related tasks such as, but not limited to,

conducting research on various land use and planning issues, assisting City staff in reviewing applications and/or the review of applications and plans for completeness and adequacy.

APPROACH TO THIRD PARTY PEER REVIEWS

EPD's team provides peer review services for any type of CEQA/NEPA document, as well as related technical studies including, but not limited to, those addressing biological resources, air quality, energy, GHG emissions, noise and vibration, traffic and transportation, cultural resources, geology, and hazardous materials. Typical timelines for completing peer review are between 1-3 weeks, depending on document complexity. Projects with a substantial number of technical studies to peer review, or complex EIRs, may take up to 4 weeks to peer review. Simpler environmental documents such as exemptions and justification documents/memorandums can sometimes be turned around in 48 hours. EPD can always work with the City to provide services in instances where an accelerated/expedited timeline is essential.

APPROACH TO PROJECTS

EPD's overall approach to project management, public participation, and quality control is described below. We apply these principles to all of our projects, appropriately tailoring the specific services we provide to the varying needs of each project to meet the project objectives and achieve the desired outcomes for our public agency clientele.

PROJECT MANAGEMENT, SUPPORT, AND STAFF MEETINGS

EPD recognizes that availability and responsiveness are a top priority for on-call municipal clients. EPD's Project Manager oversees the flow of project information and assures that the quality of all work products meets EPD, client, and regulatory standards. This includes notifying agency staff of issues as they are encountered and forming collaborative partnerships with agency staff to expeditiously to resolve them. EPD's Project Manager maintains agendas and meeting minutes for scheduled meetings, establishes and maintains the project delivery schedule, oversees the budget using cutting edge technology that enables real-time evaluation of hours spent by staff type and by task, and coordinates with agency staff, subconsultants, and stakeholders throughout the performance period for each project, with the overall goal of delivering projects on time and within budget. Projects are typically managed by principal- and senior-level staff with more than 10 years of project management experience, which helps ensure the smooth and timely exchange of project information and the resolution of issues as they arise.

Realizing that face-to-face interaction is often necessary to achieve project goals and facilitate team collaboration on more complicated tasks, EPD facilitates in person meetings as needed to support City and project goals and objectives. We also provide video conference links that enable agency staff and project team members to discuss project performance at appropriate milestones in the project process. EPD's team is available for evening or weekend public meetings and can help facilitate community outreach programs for more complex planning and development efforts. We have a flexible approach to collaborating with our clients, and we adjust staffing on a project-specific basis to align with City needs, to assist in expediting delivery timelines to meet funding deadlines, and to align with City Council meeting schedules.

PUBLIC PARTICIPATION AND COMMUNITY OUTREACH

The EPD team has significant expertise in public participation and community outreach activities. Beyond the public participation required by law (such as CEQA noticing and required circulation and review timelines for draft CEQA documents), EPD regularly leads public workshops, charrettes, scoping meetings, and other community outreach efforts to maximize public involvement and maintain project alignment

with a community's desired development outcomes. EPD coordinates and participates in public scoping meetings, public workshops, and/or public hearings as necessary for projects, with our level of participation tailored to the needs of each project. We can facilitate the preparation and mailing of notices and the development of detailed summaries of comments received to inform decision makers, and we regularly attend and present at Planning Commission and City Council workshops and hearings on behalf of our clients.

AGENCY CONSULTATION SERVICES

EPD's team includes experts who are qualified to lead consultation processes with applicable federal, State, and local agencies. We have recent applicable expertise in coordinating with local and regional Flood Control and Utilities Districts, the Regional Water Quality Control Boards (RWQCBs), the California Department of Fish and Wildlife (CDFW), the Division of the State Architect (DSA), and Water Districts throughout California, as well as experience in coordinating with federal agencies including the United States Army Corps of Engineers (USACE), United States Environmental Protection Agency (USEPA), US Fish and Wildlife Service (USFWS), United States Department of Housing and Urban Development (HUD), the Federal Aviation Administration (FAA), and the Federal Emergency Management Agency (FEMA). EPD also has extensive experience in conducting tribal consultations and can assist the City with organizing and facilitating required tribal consultations under Senate Bill (SB) 18 and Assembly Bill (AB) 52.

PROJECT CONTROLS

Cost Controls

EPD maintains rigorous internal controls and management systems to ensure that projects are completed within approved budgets, schedules, and scopes. Our approach provides real-time visibility into project performance, enabling our team to maintain strict cost control, immediately address misalignments, and deliver accurate, timely invoices. EPD utilizes Deltek Vantagepoint, an enterprise resource planning system tailored for professional services firms that enables budget management, expenditure tracking, and cost forecasting, boosting visibility and efficiency. This platform allows Project Managers and senior leadership to instantly review project budgets, labor utilization, subconsultant costs, and contract balances daily, ensuring that all work aligns with authorized task orders and client expectations. Project invoices are generated directly from Deltek Vantagepoint and undergo a three-step internal review: first by the Project Manager to verify scope and task completion, then by the senior director overseeing the program of services, and finally by the Controller to confirm accuracy and consistency with approved budget and contract terms. This tiered review process ensures that all invoices are clear, compliant, and submitted promptly to the appropriate reviewing authorities.

Schedule Controls

Using Deltek's dashboard and reporting tools, EPD monitors project performance in real time, comparing actual versus budgeted hours, direct expenses, and schedule milestones. Regular internal progress reviews reinforce accountability and provide opportunities for early corrective actions, when appropriate. At-a-glance monitoring also gives visibility to EPD's managers and leaders to enable accurate workload forecasting and balancing, which is particularly useful when managing multiple simultaneous project deliveries for our municipal on-call clients. EPD's team employs a combination of strategies to meet all scheduled commitments, including detailed work plans with defined milestones, deliverables, and review periods; weekly project status meetings to track progress and coordinate with City staff; real-time task tracking and forecasting in Deltek Vantagepoint to monitor upcoming deadlines and staff workloads; and proactive communication and issue resolution to prevent delays and maintain schedule integrity. By

combining the capabilities of Deltek Vantagepoint with disciplined management practices and transparent client communication, EPD ensures all projects are delivered within approved budgets, schedules, and scopes.

QUALITY CONTROL/QUALITY ASSURANCE

Quality control and assurance is deeply integrated into EPD's project delivery processes. EPD conducts weekly team meetings to share project updates and ensure that support is deployed where needed. As project documentation is finalized for internal review, it undergoes a robust technical, peer, and Project Manager review to ensure accuracy, completion, and organization of information prior to sending to clients. EPD's standard QA/QC process is also supported by in-house editorial and management-level legal review to ensure that EPD's environmental and planning documents are legally defensible and can be easily understood by the average lay person.

TYPICAL ENVIRONMENTAL REVIEW PROCESS

EPD's approach to environmental analysis and regulatory compliance is to assess projects early and often against environmental requirements and be an active participant with the City as projects are proposed, considered, and implemented. Our goal is to help you streamline the environmental review process by guiding and informing the design, approval, and construction processes to avoid significant environmental effects to extent feasible, limit project delays, reduce costs, and prevent unforeseen issues from arising related to environmental compliance. In the following sections, we outline a typical environmental review process from start to finish.

Task 1. Project Initiation. EPD will respond to requests for services with a project-specific Scope of Work and Cost Estimate. When assigned a project pursuant to this RFQ, EPD will develop a project environmental compliance strategy in close coordination with the City. This will come from an early and thorough assessment of the environmental and regulatory conditions in which the project will be considered. EPD will review project plans and site conditions for CEQA streamlining opportunities and exemption options and coordinate with City staff to establish roles and protocols to guide communication between staff and EPD. In addition, EPD has extensive experience in conducting tribal consultations and can assist the City with organizing and facilitating required tribal consultations under SB 18 and AB 52.

Task 1 Sample Deliverables		
Quantity	Format	Description
1	Conference Call/In-Person	Kick-off Meeting
1	PDF	Refined CEQA Schedule
1	PDF/Word	Project Description
TBD	PDF/Word	Tribal Consultation Notifications (if requested)

Task 2. Preparation and Peer Review of Technical Studies. EPD provides in-house services and contracts with technical consultants to provide regulatory compliance support and prepare supporting documents or peer reviews to meet compensatory mitigation requirements as required. These technical studies and reviews will be provided to complete the environmental review for City and development projects as needed, including but not limited to:

- Air Quality, Energy, and GHG Analyses
- Biological Assessments and Species Survey Reports
- Geological/Soil Studies
- Health Risk Assessments
- Hydrology/Water Quality Studies
- Jurisdictional Delineations
- Paleontological Resource Studies
- Utilities and Water Supply Assessments

- Cultural, Archaeological, and Historical Resource Assessments
- Environmental Site Assessments
- Fire Risk Analyses and Evacuation Plans
- Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analyses
- Noise and Vibration Impact Analyses
- Traffic Studies including Parking, Safety, Queueing, LOS, and VMT Analyses
- Visual Impact Analyses

Task 2 Sample Deliverables		
Quantity	Format	Description
1	PDF/Word	Draft Technical Studies
1	PDF/Word	Final Technical Studies

Task 3. Initial Study. Concurrent with the preparation of necessary environmental studies, EPD may prepare (or peer review) an Initial Study checklist to determine the appropriate level of CEQA documentation for the project. Our research conducted as part of this task, in close collaboration with our technical team, will assure a comprehensive Draft Initial Study is conducted and potential issues are identified upfront, as well as opportunities to avoid such issues through project design refinements. EPD will advise the City early on if the project involves a federal nexus requiring NEPA documentation, in which case, an Environmental Assessment (or appropriate NEPA document) will be prepared in compliance with the federal Lead Agency's NEPA Implementing Regulations.

Task 3 Sample Deliverables		
Quantity	Format	Description
1	PDF/Word	Admin Draft Initial Study (for EIR)
1	PDF/Word	Revised Admin Draft Initial Study (for EIR)
1	PDF/Word	Public Draft Initial Study (for EIR)

Task 4. Administrative and Public Review Draft ND, MND, or EIR. EPD will initiate preparation of the draft CEQA documentation upon completion of the Draft Initial Study. EPD will prescribe avoidance, minimization, and mitigation measures as needed that are effective and feasible. To expedite the process, we prepare a complete administrative draft document for review and comment, which tends to be more efficient than the submittal of selected sections on an incremental basis. Adequate time will be provided in the project schedule for the City's review of the administrative and public review drafts of the documents. If the City desires, EPD will prepare and distribute all required public notices and mailings including, but not limited to, the Notice of Completion (NOC), Notice of Availability (NOA) (for EIRs), and the Notice of Intent (NOI) to Adopt a Negative Declaration or MND. EPD will also upload the CEQA documents and notices to the State Clearinghouse on behalf of the City. If the project requires NEPA clearance, EPD will prepare the CE, FONSI, or EIS, if/as needed, to support the federal Lead Agency's process, as previously described.

Task 4 Sample Deliverables		
Quantity	Format	Description
1	PDF/Word	Admin Draft Environmental Document
1	PDF/Word	Revised Admin Draft Environmental Document
1	PDF/Word	Public Review Environmental Document
TBD	Print	Public Review Environmental Document

Task 5. Response to Comments, Final MND or EIR, and MMRP. Following the close of a public comment period, EPD will review comments regarding the contents of the environmental document. A strategy meeting will be held with the City to discuss the comments, the City's preferred format for responses, and

to identify data needs. If necessary, the draft environmental document will be revised to reflect any substantial changes made in Response to Comments. If the project requires an EIS, Response to Comments/Final EIS will be prepared. A Record of Decision will be filed as well. EPD can coordinate all required EPA filings, Federal Register notices, and agency and public review processes. An MMRP will be prepared identifying any significant impacts, mitigation measures, the time at which each measure will need to be conducted, the entity responsible for implementing the mitigation, and the department/agency responsible for monitoring the mitigation effort and ensuring its success.

Task 5 Sample Deliverables		
Quantity	Format	Description
1	Conference Call	Response to Comments Meeting (if requested)
1	PDF/Word	Draft Final Environmental Document
1	PDF/Word	Final Environmental Document
TBD	Print	Final Environmental Document (if requested)

Task 6. Findings and Statement of Overriding Consideration. For adoption of CEQA documentation, EPD will prepare all necessary CEQA Findings of Fact and as necessary, Statement of Overriding Considerations.

Task 6 Sample Deliverables		
Quantity	Format	Description
1	PDF/Word	Draft Findings and Statement of Overriding Consideration
1	PDF/Word	Final Findings and Statement of Overriding Consideration

Task 7. Noticing. EPD will initiate preparation of all appropriate and required notices such as public notices of Scoping Meetings, Notice of Preparation (NOP), NOC, NOI, Notice of Determination (NOD), and Notice of Exemption (NOE). EPD will also upload files to the State Clearinghouse on behalf of the City.

Task 7 Sample Deliverables		
Quantity	Format	Description
1	PDF/Word	Draft NOP
TBD	Print	Radius NOP Mailings
TBD	Print	Agency NOP Mailings
1	Print	County NOP Filing
1	PDF	NOP Submittal to State Clearinghouse
1	In-Person	Scoping Meeting
1	PDF	NOC Submittal to State Clearinghouse
1	Print	Newspaper NOA/NOI
TBD	Print	Radius NOA/NOI Mailings
TBD	Print	Agency NOA/NOI Mailings
1	Print	County Clerk NOA/NOI Filing
1	PDF/Word	NOD/NOE
1	Print	County Clerk NOD/NOE Filing
1	PDF/Word	State Clearinghouse NOD/NOE Filing

Timelines. Timelines vary from project to project based on available information, necessary studies, noticing requirements, project design changes, and agency schedules. EPD will work with the City up front to develop a detailed and efficient timeline, create and maintain a live schedule, and maintain regular communication with the City. EPD will regularly communicate circumstances that may result in modified schedules. The following table gives examples of estimated timelines for some types of CEQA documents.

CEQA/NEPA Documentation Examples	Timeline*
Exemptions	4-8 weeks
Streamlining documents (15183 checklists, addendums, etc.)	2-6 months
Initial Studies, (Mitigated) Negative Declarations, Environmental Assessments	4-8 months
EIR/EIS (focused, full, project/program-level, etc.)	8-18 months

**Timelines given are approximate estimates and will vary depending on project complexity.*

Task Order Modifications. Should changes to the agreed upon scope of work arise, such as from a change in the project design or scope, schedule, or regulatory requirements, EPD's Project Manager will communicate with the City on how these changes impact the scope of work, including budget and schedule impacts. Based on coordination with the City, EPD will issue a Change Order for the new scope of work.

RESOURCE EXPECTATIONS FROM THE CITY

As an active on-call consultant to more than 50 southern California agencies, EPD understands how to function effectively under on-call contracts, working as an extension of City staff to produce legally defensible CEQA and NEPA compliance documentation. The following section describes EPD's assumptions of the roles and responsibilities of EPD's team and City staff in accomplishing project goals, based on the scope of work outlined in the RFP. This division of responsibility is designed to protect the City's role as Lead Agency, ensure CEQA legal defensibility, minimize burden on City staff, and keep projects moving efficiently through the entitlement process. We understand that roles and responsibilities may vary depending based on project and City needs, and we remain flexible in coordinating with the City to establish an effective system.

City Staff Responsibilities

City staff will provide project oversight and timely access to project information, operating within their approval authority as the Lead Agency. Throughout the performance of work pursuant to this on-call contract, the City would be expected to provide the following:

- **Project assignment and scoping direction.** Upon receipt of a project, City staff will provide EPD with the project application materials, project description, site plans, and any relevant entitlement history. A designated City project manager or planner will be available during the proposal period to answer questions and help develop a tailored and thorough scope of work.
- **Project kickoff.** EPD and City staff will participate in the kick-off meeting to confirm project objectives, key issues, and schedule expectations.
- **Access to applicable City records, GIS, and background data.** City staff will provide access to existing General Plan, Zoning Code, relevant specific plans, prior environmental documents, and/or available GIS layers (land use, infrastructure, hazards mapping, etc.) to inform baseline conditions analysis.
- **Review and approval of administrative drafts.** City staff will review and provide consolidated written comments on administrative draft documents within mutually agreed-upon timeframes.

- **Lead Agency determinations and independent judgment.** Consistent with CEQA requirements, City staff will exercise the City's independent judgment in adopting findings, approving the environmental document, and making mandatory findings of significance. While our firm will prepare all supporting analysis and draft findings, the City retains full decision-making authority as Lead Agency.
- **Public noticing coordination.** City staff will post and distribute required legal notices through the City's established channels (City Clerk, website, bulletin boards). Our firm will prepare all notice documents and submit them to City staff in final form ready for distribution, unless directed otherwise by City staff.
- **Scheduling of public meetings and hearings.** City staff will coordinate and schedule scoping meetings, Planning Commission hearings, and City Council meetings. Our firm will attend, present, and respond to questions at up to two scoping meetings and two public hearings per project, as specified in the RFP, or as otherwise specified on an individual project basis.
- **Applicant/developer coordination.** For private development projects, City staff will serve as the primary point of contact with the applicant and will facilitate our firm's requests for additional project information, revised project descriptions, or technical data from the applicant's team.
- **Mitigation monitoring oversight.** For adopted MMRPs, City staff will conduct field-level monitoring consistent with their role under Public Resources Code Section 21081.6. Our firm will design the monitoring program and provide City staff with clear, task-specific monitoring checklists and reporting templates to support this function.

EPD's Responsibilities

EPD staff will take primary responsibility for all technical work, document preparation, and procedural compliance. This includes preliminary review and CEQA pathway determination; preparation of all environmental documents and technical studies; agency consultation and tribal notification support under AB 52; preparation of all notices and filings including submittal to CEQAnet; attendance at and support for all public meetings; response to comment letters; and preparation of Findings of Fact, Statements of Overriding Consideration, and final certified documents. We maintain our own project management systems, scheduling tools, and production resources and will not rely on City staff for document production, printing, or clerical functions. EPD staff operate from EPD's headquarters in Irvine, California, where we have sufficient staffing and resources to complete the scope of work. Thus, EPD does not need to utilize City-owned facilities or property to complete the services described herein.

EXHIBIT “B”
CERTIFICATES OF INSURANCE

EXHIBIT C
SCHEDULE OF COMPENSATION

Job Title	Hourly Rate
Environmental Planning and Compliance	
Vice President	$370
Principal Planner / Sr. Manager	$300
Director of Biological Resources	$265
Biologist	$145
Senior Project Manager / Environmental Planner	$250
Associate Project Manager / Environmental Planner II/III	$200
Associate Project Manager / Environmental Planner I	$190
Assistant Planner	$165
Project Coordinator II	$150
Project Coordinator I	$135
Development and Construction	
Vice President	$390
Director of Construction Management / Sr. Director Project Services	$350
Director of Development	$275
Senior Project Manager	$250
Project Manager II	$225
Junior Project Manager / Project Manager I	$210
Assistant Project Manager II	$165
Project Coordinator III	$165
Project Coordinator II	$155
Project Coordinator I	$135
Technical Services	
Director of Technical Services	$325
Technical Manager / Transportation Manager	$265
Transportation Engineer / Planner	$200
Assistant Transportation Planner II	$165
Assistant Transportation Planner I	$150
Technical Specialist II	$175
Technical Specialist I	$135
Administrative Support / Corporate	
President / Principal / Expert Witness	$400
Graphics and GIS Support	$195
Technical Editor	$165
Executive Coordinator / Administrative Support (Office, Clerical, Reprographics, Accounting)	$195 (max)

Notes: Reimbursable project/task order-related expenses, including appropriate out-of-pocket costs such as travel expenses for in-person meetings and site visits, permit fees payable to resource agencies, governmental fees, blueprinting costs, delivery charges, etc., are generally invoiced at cost plus 15%. These fees and costs are not included in our rate sheet or within any estimates, quotations, or contracts. Charges invoiced to the City for travel, lodging, and subsistence shall not exceed the current IRS rates.

Unless otherwise negotiated, EPD's hourly billing rates shall be subject to an annual escalation of 3%, applied on each anniversary of the Notice to Proceed.

SUBCONSULTANT – BFSA ENVIRONMENTAL SERVICES

2026 Schedule of Hourly Rates

BFSA Environmental Services

BFSA Environmental Services (BFSA), a Perennial Environmental company, is located at 14010 Poway Road, Suite A, Poway, CA 92064. Our schedule of hourly rates listed below represents our standard charges for consulting services associated with archaeology, history, paleontology, Native American consultation, and biology.

Consulting Services	**Hourly Rate/Overtime**
Principal Consultant	$ 235.00/$ 352.50
Project Manager III	$ 180.00/$ 270.00
Project Manager II	$ 155.00/ $232.50
Project Manager I	$ 130.00/$ 195.00
Project Coordinator	$ 125.00/ $ 187.50
Senior Historian	$ 155.00/$ 232.50
Historian	$ 115.00/$ 172.50
Research Assistant	$ 98.00/ $147.00
Senior Archaeologist	$ 155.00/$ 232.50
Project Archaeologist	$ 115.00/$ 232.50
Archaeological Field Technician II	$ 105.00/$ 157.50
Archaeological Field Technician I	$ 90.50/$ 135.75
Laboratory Supervisor	$ 125.00/$ 187.50
Laboratory Technician II	$ 100.00/$ 150.00
Laboratory Technician I	$ 90.50/$ 135.75
Senior Paleontologist	$ 145.00/ $ 217.50
Paleontologist II	$ 115.00/$ 232.50
Paleontologist I	$ 100.00/$ 150.00
Biological Consultant	$ 155.00/$ 232.50
Field Biologist	$ 155.00/$ 232.50
Field Biological Technician	$ 155.00/$ 232.50
Field Supervisor	$ 125.00/$ 187.50
Archaeological/Paleontological Field Monitor II	$ 100.00/$150.00
Archaeological/Paleontological Field Monitor I	$ 90.50/$ 135.75
Native American Monitor	Varies

Support Services

GIS/GPS Mapping Services, Production/Implementation	$ 120.00/$ 180.00
Graphics Artist/Draftsperson	$ 85.00/$127.50
Word Processor/Editor	$ 67.50/$ 101.25
Senior Editor	$ 100.50/$ 150.75

Reimbursable Items: Copy Charges (B/W- $0.08/copy; Color $0.90/copy); mileage (IRS Rate); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate. Other approved expenses will be billed with receipt and a 10% markup.

Per Diem: Per diem charges will coincide with federal allowances for the specific projects engaged.

AGREEMENT FOR PROFESSIONAL SERVICES (C01281)
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of the _____ by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and **KIMLEY-HORN AND ASSOCIATES, INC.,** a North Carolina corporation whose address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to award agreements to five (5) consultants pursuant to RFP 26-129 for providing the following services: creating an on-call list working with CEQA and NEPA regulations for projects within the City; and

B. Contractor has made a proposal ("Proposal") to the City to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by one of two optional one-year extension by the parties with the approval of the City Council.

2. Services to be Performed. Contractor agrees to provide the services ("Services") as follows: California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) compliance assessments for both private and public projects in accordance with Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Kevin Thomas, CEP as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City. Contractor shall ensure that all subcontractors comply with the requirements of this Agreement, including, but not limited to, insurance, indemnification, and licensing requirements.

4. Compensation.

4.01 Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as Exhibit C and incorporated herein by this reference. This Agreement does not establish a not-to-exceed Contract Sum for Consultant; instead, compensation shall be limited only by (i) the hourly rates in Exhibit C, (ii) the availability of funds within the City's annual budget allocated for all contractors awarded under RFP 26-129, and (iii) written task orders or authorizations issued by the City. All Services must be authorized in advance in writing by the City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

4.01.1 City's Annual Budget Limitation and Budget-Exhaustion Notice.

A. Annual Budget Limitation. The Parties acknowledge and agree that the Consultant is one of five (5) firms awarded a contract pursuant to RFP 26-129 for On-Call CEQA/NEPA Services. The City established a general fund that collects deposits from developers that are assigned to a project, so no City funds are used to pay for these services. These funds will

be used as payments to the Consultant for services under this Agreement and is subject to the availability of funds within this shared general budget. Payment to Consultant for services under this Agreement is subject to the availability of funds within this annual shared budget.

B. No Guarantee of Work or Allocation. Consultant understands and agrees that the City does not guarantee the Consultant any minimum amount of work or compensation under this Agreement. The City has sole discretion to distribute work among the five awarded firms, and the total compensation shall not exceed the total annual budget identified above.

C. Notice of Budget Exhaustion. The City shall provide written notice to Consultant in the event the annual Citywide budget for On-Call CEQA/NEPA Services is exhausted. Upon the Consultant's receipt of such notice, the City shall have no obligation to issue new task orders, authorize additional services, or make payment for any services performed after the date of such notice, unless and until additional funds are appropriated by the City in accordance with applicable law.

D. For clarity, nothing in this Agreement shall be construed as an appropriation or commitment by the City to expend the entire annual budget described in Section 4.01.1, nor as a guarantee that any portion of such budget will be used for Services under this Agreement.

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall

either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein.

In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (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 conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; Contractor agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its

officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required __; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A-VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs to the extent arising out of or in any way related to the negligent performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, to the extent arising out of, to the negligent performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original

documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any

other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

12.04 Contractor acknowledges that the City is a California municipal corporation and is subject to the California Public Records Act, Government Code § 7920.000 et seq. ("CPRA"), and other applicable laws requiring public access to records. Contractor further acknowledges and agrees that any and all documents, records, data, writings, communications, materials, and other information of any kind, in any format (including electronic format), that Contractor (or any associate, subcontractor, consultant, or agent of Contractor) prepares, develops, obtains, provides, transmits, or submits to the City, or that are otherwise received or maintained by the City, in connection with this Agreement or the Services may constitute public records and may be subject to disclosure to third parties in response to a CPRA request, unless the City determines that all or a portion of the Submitted Materials are exempt from disclosure under the CPRA or other applicable law.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be

entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1773.5, and 1773.9", for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1771 - Requirement to Pay Prevailing Wages
2. Section 1773.1 – Per Diem Wages; Travel and Subsistence Pay.
3. Section 1774 – Payment of Prevailing Wage Rates.
4. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
5. Section 1776 – Payroll Records and Certified Payroll Reports.
6. Section 1777.5 - Apprenticeship Requirements.
7. Sections 1810 and 1811 - Working Hour Restrictions.
8. Section 1813 - Penalty for Failure to Pay Overtime.

13.11 Covenant Against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 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 work or Services by Contractor 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.

13.13 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.

13.14 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 purpose of this Agreement.

13.15 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.

13.16 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, fires, floods, epidemics, pandemics, earthquakes, strikes, labor disputes, governmental orders, or failure of utilities. The affected party shall promptly notify the other party in writing of the occurrence of such event and shall use reasonable efforts to resume performance as soon as practicable. Force majeure shall not excuse the obligation to make payments when due. In no event shall force majeure entitle Contractor to additional compensation, but only to a reasonable extension of time.

13.17 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.18 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The parties expressly adopt and confirm each electronic signature made by a party to this Agreement, regardless of whether delivered in person, by mail, courier, facsimile, email, or in portable document format (PDF), as if the same were manually signed and delivered in person. Each party agrees not to assert that any electronic signature is inadequate to bind such party to the same extent as if signed manually and delivered in person.

13.19 The provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Without limiting the foregoing, the provisions relating to indemnification, ownership of documents and intellectual property, audit and records retention, insurance obligations, confidentiality, and payment obligations shall survive the termination or expiration of this Agreement.

13.20 Notice. Any notice, demand, request, consent, approval, or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, sent by certified or registered mail (return receipt requested), or sent by electronic mail, addressed as follows:

To City:
City of Banning
Attn: City Manager
99 East Ramsey Street
Banning, California 92220
Email: eclifford@banningca.gov

To Contractor:
Kimley-Horn and Associates, Inc.
Attn: Kevin Thomas, CEP
3801 University Avenue, Suite 300
Riverside, California 92501
Email: kevin.thomas@kimley-horn.com

Notices shall be deemed received as follows: (i) on the date of delivery if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight courier; (iii) three (3) business days after deposit in the United States mail, postage prepaid; or (iv) on the date transmitted if sent by electronic mail during normal business hours of the receiving party, or on the next business day if sent after normal business hours. Either party may change its address for Notice by providing written Notice of such change to the other party in accordance with this Section.

13.21 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument for all purposes of this Agreement.

13.22 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BANNING

By:_____
Elizabeth Gibbs, City Manager

Date: _____

CONTRACTOR:

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____
Print
Name: _____

Date: _____

ATTEST:

By: _____
Sandra Calderon, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

EXHIBIT “A”
PROPOSAL

A. Statement of Understanding and Approach

We understand the City intends to select qualified firms to provide preliminary reviews, environmental impact analysis, Negative Declaration (ND)/Mitigated Negative Declaration (MND)/ Environmental Assessment (EA), Finding of No Significant Impact (FONSI), and Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) services. We have three decades of success working with local agencies and we are confident we can provide the City with a unique experience for implementing its projects and achieving its goals.

Implementation Plan

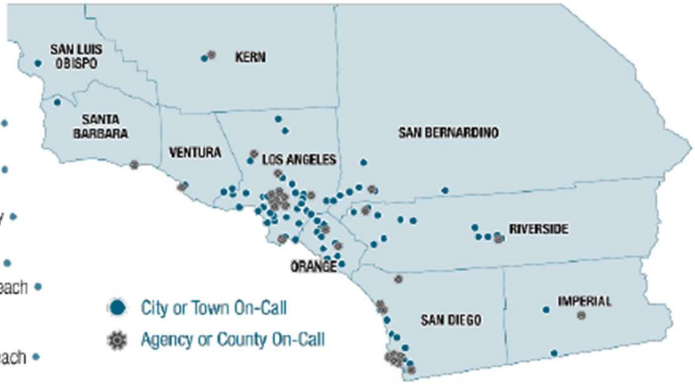
Methods for Managing On-Call CEQA/NEPA Services

We Know What It Means to be "On-Call"

Kimley-Horn knows how to partner with a city as a trusted advisor. We have an extensive history of completing on-call projects successfully by quickly mobilizing and committing necessary resources, taking ownership of the project, maintaining the project schedule, obtaining team consensus, developing accurate cost estimates, and delivering quality technical submittals. The City needs a consultant with the experience and commitment to deliver highly responsive service—Kimley-Horn has been doing just that for our on-call clients for 59 years.

Kimley-Horn has provided on-call services to many Southern California agencies through environmental, planning, transportation, traffic, aviation, and general engineering on-call contracts. A comprehensive map listing our current on-call contracts is provided below.

Current Southern California On-Call Contracts



Caltrans (D11) • City of Agoura Hills • City of Anaheim • City of Artesia • City of Bakersfield • City of Banning • City of Beaumont • City of Beverly Hills • City of Brawley • City of Calabasas • City of Calexico • City of Carlsbad • City of Chino Hills • City of Chula Vista • City of Coachella • City of Colton • City of Costa Mesa • City of Culver City • City of Diamond Bar • City of Downey • City of Eastvale • City of Encinitas • City of Fontana • City of Fullerton • City of Garden Grove • City of Gardena • City of Glendale • City of Hawthorne • City of Hermosa Beach • City of Indian Wells • City of Indio • City of Inglewood • City of Irvine • City of La Mesa • City of Laguna Niguel • City of Lake Elsinore • City of Lancaster • City of Long Beach • City of Los Angeles • City of Malibu • City of Menifee • City of Mission Viejo • City of Montclair • City of Moreno Valley • City of National City • City of Newport Beach • City of Norwalk • City of Oceanside • City of Ontario • City of Orange • City of Palm Desert • City of Palm Springs • City of Palmdale • City of Pasadena • City of Pico Rivera • City of Placentia • City of Pomona • City of Poway • City of Rancho Cucamonga • City of Riverside • City of Rosemead • City of San Diego • City of San Luis Obispo • City of San Marcos • City of Santa Ana • City of Santa Clarita • City of Santa Maria • City of Santa Monica • City of Seal Beach • City of Simi Valley • City of South Gate • City of Thousand Oaks • City of Ventura • City of West Hollywood • City of Yorba Linda • City/County/Port of San Diego • Coachella Valley Association of Governments (CVAG) • County of Los Angeles • County of Orange • County of Riverside • County of San Bernardino • County of San Diego • County of Ventura • Eastern Municipal Water District (EMWD) • Kern County Department of Airports • Los Angeles Community College District • Los Angeles County Metropolitan Transportation Authority (LA Metro) • Los Angeles Unified School District • Metrolink (SCRRA) • Oceanside Unified School District • Pala Band of Mission Indians • Port of Long Beach • Rose Bowl Operating Company • San Diego Association of Governments (SANDAG) • San Gabriel Valley Council of Governments (SGVCOG) • Santa Barbara County Association of Governments (SBCAG) • Santa Clarita Valley Water Agency • Southern California Association of Governments (SCAG) • Sweetwater Union High School District • Town of Apple Valley • Town of Yucca Valley • University of California, Irvine

Environmental On-Call Approach

Kimley-Horn understands that the environmental setting in which CEQA and NEPA documents are prepared is dynamic and subject to frequent changes in practice, policy, legislation, and case law. This is not to say that every project is complicated or will be litigated. However, we work very hard to make sure that every environmental document and technical report that we prepare or peer review reflects all applicable rules and regulations and appropriate legal interpretations. Our technical approach for CEQA/NEPA includes:

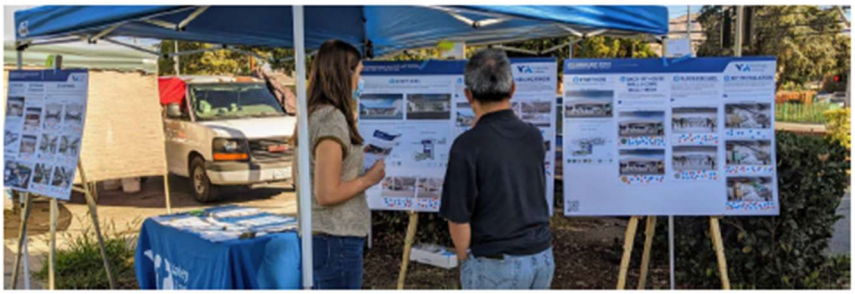
- Evaluation of projects in light of case law, regulations, and proposed revisions to the State CEQA Guidelines
- Working with City staff to review and update the standard CEQA templates to reflect these recent changes, if necessary
- Categorical exemption review in light of case law regarding factors including "unusual circumstances"
- Consistent project description throughout the CEQA/NEPA document and technical studies
- Consideration of project design features
- Carefully citing support for reliance upon existing regulatory programs or prior CEQA documentation
- Consideration of off-site improvements, if required
- Evaluation of potential impacts of mitigation measures
- Brief discussion of reasons for not pursuing certain mitigation measures or alternatives considered or proposed by others
- Submission of initial sample work products to streamline City staff review
- Provide full service administrative support, including staff reports, meeting graphics, PowerPoints, distribution of notices, etc.

Methodologies for Communicating with Stakeholders

Kimley-Horn prides itself on being a successful consultant for local government. We have served local municipalities for many years and are currently serving numerous cities and counties throughout Southern California. We consider ourselves to be an extension of our client's staff and are committed to the success of a city's projects as if they are our own projects. We are accessible for staff meetings and work sessions on short notice, and as a local team, we can offer valuable knowledge of local conditions. Additionally, we are just 32 miles away from Banning City Hall. Our team's combined experience in design, environmental, and construction phase services gives us the specific understanding of how to work with local governments and other regulatory agencies, elected officials, various stakeholders, and the local community to negotiate support and buy-in and also effectively achieve your objectives.

Effective and Proactive Communication

Kick-off meetings held internally with the entire project team and externally with the client are a valuable way to get started on the right foot. Kimley-Horn's clients expect a high level of responsiveness, communication, and quality. These high standards have been ingrained in Kimley-Horn's staff through our continued service to clients that must adhere to demanding schedules, a strict quality assurance program, and open lines of communication.



Our experience has shown that there really is no such thing as "over-communication." Effective communication begins with listening to our client's ideas and goals for each project. Making certain that our team and our client's staff are on the same page throughout the course of the project will help mitigate potential issues that may arise. To do this, we will:

- Keep the City informed through progress meetings and progress reports.
- Hold meetings in-person or virtually through teleconferencing/videoconferencing applications. Whether it is through virtual video meetings, calls, messages, and/or in-person meetings, we will not only be able to keep a project moving forward, but we will also be available to meet with City staff at a moment's notice if something critical needs to be discussed.
- Schedule regular conference calls with the City to provide updates regarding critical issues as they arise and solicit the City's continued input throughout the process.
- Encourage ongoing electronic communications among members of the project team, including email and a SharePoint site. This will allow team members convenient access to information and serve as a tool to keep everyone up to speed with the progress of the project and upcoming meetings and activities.

Public Outreach

Kimley-Horn is sensitive to the pivotal role of meaningful public involvement programs that enable area residents to establish their priorities. Our experience in providing a broad range of services allows successful implementation of the City's goals while addressing the specific challenges the project entails. Kimley-Horn is known for developing innovative approaches to projects that involve neighborhood participation. We understand that some projects require community involvement and acceptance, and we have developed effective methods of including the community in the process. We are strongly committed to conducting public participation programs that educate, inform, and build consensus for a particular solution, and we have professionals on staff who are native Spanish speakers experienced in conducting bilingual outreach services. Some of our public involvement services include interactive websites, graphic design, newsletters, town hall meetings, stakeholder meetings, press releases, brochures, and educational seminars.



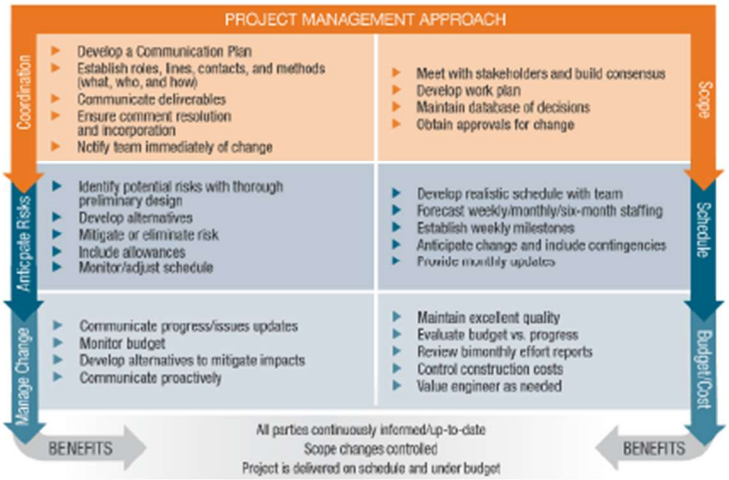
Project Management Strategies

Kimley-Horn has a client-centered management style oriented toward maintaining the high levels of quality and communication that our clients expect. Our approach to project management includes the following components:

1. **Collaboration** – We engage with clients to clearly understand goals, constraints, and key project considerations.
2. **Comprehensive Work Planning** – We understand the importance of developing a living document that details the steps/efforts needed to reach project milestones and exceed our clients' expectations.
3. **Quality** – We recognize that quality is more than words, and we are committed to providing quality service from design through construction through implementation of a specific quality control/quality assurance (QC/QA) program.
4. **Lessons Learned Culture** – We reinforce a practical approach to quality, which we define as "doing something better today than you did yesterday and then sharing that success with others to raise performance and fuel improvement." You can be confident that the lessons we have learned from our previous work have helped us become stronger planners, designers, engineers, and consultants.
5. **Risk Management** – Kimley-Horn incorporates risk management strategies to identify and mitigate potential project risks that could impact timelines and budgets. This involves conducting risk assessments, developing contingency plans, and proactively addressing issues as they arise.

Before developing a project approach, we spend time with our client to listen so that we understand program goals, constraints, and key considerations. We build a project-specific approach to deliver the program in line with these program-specific measures of success. We deliver our work in a highly responsive manner with high-quality deliverables.

Kimley-Horn work plans every project and can share those plans with our clients. Ou r work plan is a dynamic document that shows specific steps and associated effort needed to reach each milestone. Every Kimley-Horn work plan contains QC/QA components.

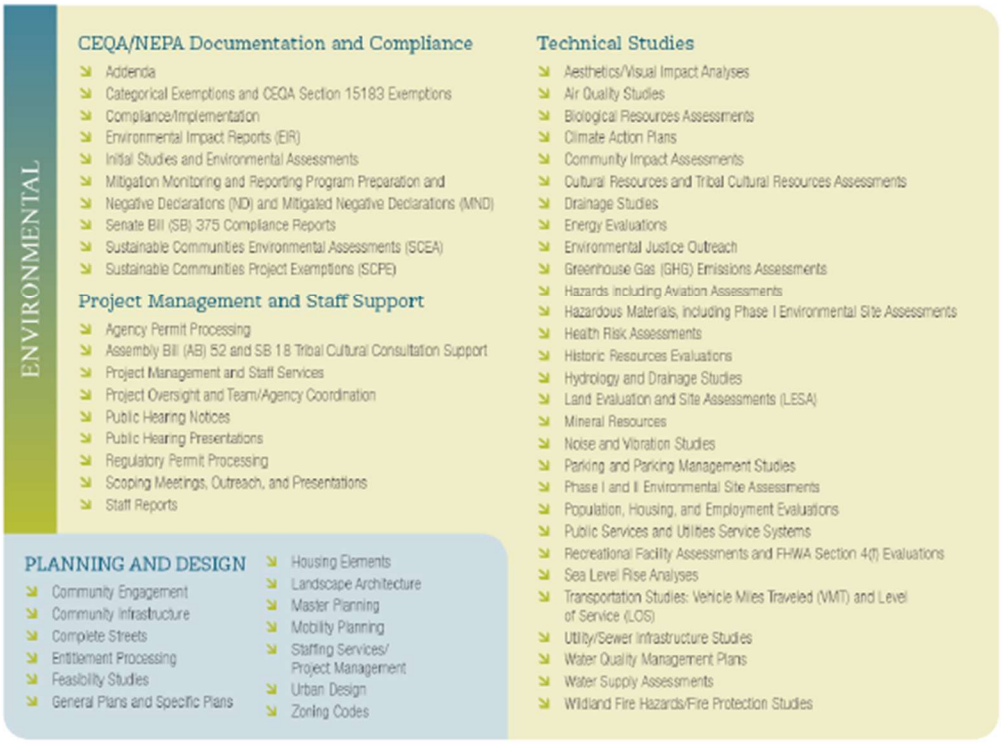


Approach to Client Satisfaction

We value our long-term partnerships with local municipalities and responsiveness is the cornerstone of our success in developing these relationships. We will pay attention to and approach your projects with sound judgment based on your needs. We are here to serve you, and we will listen to your concerns and act independently while partnering with you to deliver your projects. Our clients can attest to our ability to exceed your expectations and deliver your project on time and within budget.

Project Approach

Our capabilities within the City's preliminary scope of services for which our team is qualified to perform include:



Environmental Analysis

Kimley-Horn has a proven record of success in preparing environmental documents that comply with CEQA and NEPA. Our environmental staff has provided CEQA and NEPA documentation and environmental technical studies for land development, transportation, public works, and federal aid projects, and environmental clearances for regulatory and policy documents such as general plans, including housing element updates, and specific plans. In addition, our staff has provided public agencies with on-call planning and environmental assistance, environmental justice, public outreach and public involvement support, and review of development proposals. Our client-focused approach results in the clear presentation of potential impacts and key findings to decision-makers for project determination and certification. For a successful CEQA/NEPA review process and the preparation of a high-quality environmental document, our approach includes:

- Facilitating open communication and developing an understanding of project needs with our client to guide the overall approach and successful issue resolution
- Conducting a critical initial project screening to enable project modifications, identify potentially significant issues, and assist with document preparation (scope, level of review, and type)
- Using adopted thresholds, standards, and planning resources, as well as the most current CEQA guidelines and statutes or specific NEPA lead agency guidelines
- Identifying the project's direct and indirect, short- and long-term, cumulative, growth-inducing, and unavoidable impacts as well as the extent/magnitude of such impacts

- Carefully scoping and pricing commensurate with the level of review and technical evaluation
- Using the latest and most defensible industry standards, technology, and models
- Including substantial evidence to support assumptions and conclusions
- Developing mitigation that includes key elements (who, what, when, where) and is effective and enforceable
- Assigning a project manager committed to continuously monitor the status of project costs, cost-control effectiveness, and schedule

Environmental Documentation

Kimley-Horn provides a full range of environmental services for public works and land development projects throughout California. Our environmental compliance managers have worked on numerous complex multidisciplinary projects requiring technical expertise, creative solutions for design modifications or mitigation, and a thorough understanding of local, state, and federal regulations.

Kimley-Horn produces environmental documents that are sensitive to the public's concern for resource protection and community impacts as well as to the real-world issues associated with the cost and feasibility of implementing mitigation programs. Our team draws on years of experience with private developments and public works improvements to produce understandable documents and assess project designs that minimize impacts to the natural environment and community.

Whether our role is to prepare CEQA or NEPA documents and technical studies, or to peer review this information, we understand the inherent complexities of processing projects through the environmental review process. Our staff has an excellent track record of preparing thorough CEQA documents capable of withstanding stakeholder scrutiny and legal challenge.

Our environmental professionals not only have years of experience in developing CEQA and NEPA documents for public works and private development projects but also receive regular training on changes in CEQA and NEPA, and applicable case law affecting the interpretation of current statutes. Kimley-Horn staff members have been responsible for preparing all types of documents from Initial Studies (IS), MNDs, and Categorical Exemptions through comprehensive EIRs. Our team has also prepared Mitigation Monitoring Implementation Schedules (MMIS) and Mitigation Monitoring and Reporting Programs (MMRP).

Our team has experience preparing NEPA EISs and the California Department of Transportation (Caltrans) Preliminary Environmental Analysis Report (PEAR) reports and Preliminary Environmental Study (PES) forms.

Kimley-Horn's environmental documents are supported by in-house professionals with experience in civil engineering, land development, hydrology, water quality, water and wastewater, traffic analysis, transportation planning, aviation, landscape architecture, air quality, greenhouse gas emissions, noise and vibration, and Geographic Information Systems (GIS) and Computer-Aided Design and Drafting (CADD). Our environmental services also include Phase 1 Environmental Site Assessments (ESAs) to address areas of potential environmental concern based on applicable protocols, including a site visit, staff interviews, the property's current and historical uses, literature/ records review, and aerial photo review. Additionally, Kimley-Horn prepares Air Quality, GHG Emissions, Cultural Resources (Historic, Archaeological, Paleontological, and Tribal), Noise, and Health Risk Assessments in-house to support the CEQA documents.

Techniques to Simplify and Expedite the Environmental Review Process

Through our experience in CEQA and NEPA documentation and compliance, we have developed various techniques to simplify and expedite the compliance process. These include:

- Designation of a project manager to establish Kimley-Horn as an extension of your staff; maintain continuous, responsive, and open communication; and provide a high level of document quality and schedule/budget compliance
- Development of analytical methodologies and thresholds of significance that clearly articulate conclusions
- Documentation of site visits and field reconnaissance to maximize data recordation and identification, minimizing potential data errors
- Early disclosure of the nature and degree of potential environmental impacts, allowing for early development of environmental solutions
- Online participation in monthly case law updates as provided by our CEQA-recognized legal community and partners
- Retention of strong and ongoing relationships with state and regulatory agencies with jurisdiction over natural resources

Staying Informed of CEQA Issues and Legal Decisions

CEQA is a dynamic legislative requirement that is constantly changing. Interpretation of intent and process are regularly challenged in the courts. Maintaining legal adequacy and technical accuracy requires diligence and professional collaboration on many fronts. Kimley-Horn staff are active in the California Chapter of the American Planning Association (APA) and the Association of Environmental Professionals (AEP). Our engagement through board participation, CEQA Advanced Workshops, and monitoring legal and technical reviews helps to keep our environmental team current in all things CEQA.

Project Schedule

As our client references will confirm, Kimley-Horn has an excellent record of completing projects on schedule and within budget. We have a sophisticated Management Information System (MIS)—including software such as the CostPoint Engineering Accounting System and Microsoft Power BI—that allows our project managers to monitor budgets closely. Using the Project Effort Reports generated twice monthly by our MIS, project managers gain a clear understanding of the project scope early in the process to develop a realistic, well thought-out work plan. After the work plan is developed with the stakeholders, the project manager communicates the key milestones and submittal dates to the project team—including time for QC reviews—as well as the importance of maintaining the established schedule and budget. This communication, along with teamwork and organization, results in successful projects and satisfied clients.

The best approach to keeping a project on schedule is to create a risk register whereby we:

1. Track each potential issue
2. Define the criticality of each potential issue
3. Identify the steps and dates for resolution of each potential issue

This approach holds the team accountable and forms the basis for the sequence of steps each team member needs to take to reach resolution and keep the project moving forward. Kimley-Horn's method to addressing price adjustments and fluctuations in service needs is addressed in the Alternative Approaches section in the next section.

As this proposal is for an on-call contract, there is no specific schedule. Each project is unique and presents different challenges and timelines. Kimley-Horn is committed to developing project-specific schedules which fit the City's priorities. Early in the project life cycle, Kimley-Horn works with its clients in developing a mutually agreed upon project schedule to keep the project on track.

Description of Tasks Required from City Staff

Kimley-Horn would require that the City provide detailed reviews of all work products created by Kimley-Horn to verify that we have prepared them in accordance with the City's priorities, policies, and goals. Review should be completed by City staff, including the City attorney or City manager as appropriate.

Alternative Approaches

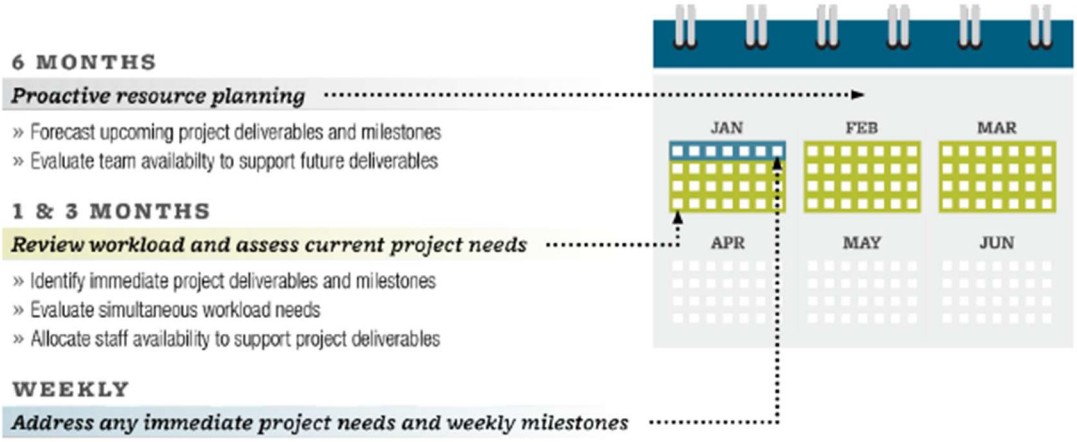
Schedule Control

Kimley-Horn has a proven record of performing on time and within budget. The key to our success is managing the right resources at the right time. We emphasize project management using bi-monthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule. In addition, Kimley-Horn often schedules bi-monthly telephone progress meetings with our clients to communicate progress to date and the next steps to be taken. Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track. To monitor our staff workload, Kimley-Horn employs an intensive forecasting technique known as our "castaheads" process. This effort involves assessing our project milestones and staff loading on a weekly, monthly, and six-month basis, drilling down to the project team level. Individual staff member loading is assessed to the person level in the one-week and one-month time frames and the operating unit level in the six-month time frame. A database is used to track all project commitments/milestones and staff commitments firmwide. Using this intensive process, we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. By having a clear picture of staff workload at all times, Kimley-Horn will be optimally positioned to meet the City's expectations for all projects stemming from this on-call contract.

Staff Availability

Kimley-Horn is available to dedicate time, personnel, and resources to this effort. We understand that the basis of a successful project is founded on responsiveness and adequate staffing. Our single-profit center structure enables us to share and balance our workload as well as shift personnel to various projects successfully across multiple offices nationwide. This structure means you get the same responsive and timely service you deserve for the project—no matter which Kimley-Horn office is supporting you. Our team has the capacity to meet yours and the project's needs. Kimley-Horn utilizes a weekly, monthly, and six-month internal workload forecast system on a firmwide basis to determine workloads and availability of staff as well as identify key resources required for a project's successful delivery. Our castaheads system tracks all project commitments/milestones and staff commitments, giving us the ability to manage workload peaks and valleys, and allowing us to take proactive steps to keep a project on track. We have effectively utilized this tool in the delivery of local projects over the past several years, and we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. Based on a review of our castaheads, we know that our team for this project is available immediately to serve you and are in an excellent position to handle the workload required to deliver this project.

Once an individual project gets underway, our program director Kevin Thomas, CEP, and/or deputy project managers Miles Eaton, PE and Sabrina Wallace, and our proposed task leads will meet on a regular basis to establish task lists for staff and to check that staff resources are properly allocated for the upcoming week. In addition, Miles and Sabrina have the authority to mobilize Kimley-Horn's 8,400+ professionals at any given time to meet the City's needs on the project.



City-Owned Resources

Kimley-Horn would expect that the City provides a meeting space for any public hearings, including scoping meetings, which may be required during any project, such as the City Council Chambers. Kimley-Horn does not anticipate the leasing, purchasing, or rent of any City-owned resource to fulfill this contract.

EXHIBIT “B”
CERTIFICATES OF INSURANCE

EXHIBIT C
SCHEDULE OF COMPENSATION

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	$145 - $185
Analyst II	$185 - $230
Professional	$235 - $260
Senior Professional I	$265 - $360
Senior Professional II	$360 - $450
Senior Technical Support	$190 - $320
Technical Support	$105 - $190
Support Staff	$95 - $160

BR00PUSTD.A.001

Effective through June 30, 2027. Subject to annual adjustment thereafter

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Sub-Consultants will be billed at 10% mark-up, or per the Contract

For each Task Order under the On-Call, personnel will be billed within the applicable category range based on their classification at the time work is performed.

The use of category ranges allows the City to benefit from a deep bench of qualified professionals, ensuring that tasks are performed by the right level of expertise for the work at hand. This approach supports efficient delivery, thoughtful problem-solving, and high-quality results—while maintaining appropriate cost alignment across varying task needs.

AGREEMENT FOR PROFESSIONAL SERVICES (C01282)
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of the _____ by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and **MICHAEL BAKER INTERNATIONAL, INC.,** a Pennsylvania corporation whose address is 100 Airside Drive, Moon Township, Pennsylvania, 15108 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to award agreements to five (5) consultants pursuant to RFP 26-129 for providing the following services: creating an on-call list working with CEQA and NEPA regulations for projects within the City; and

B. Contractor has made a proposal ("Proposal") to the City to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by one of two optional one-year extension by the parties with the approval of the City Council.

2. Services to be Performed. Contractor agrees to provide the services ("Services") as follows: California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) compliance assessments for both private and public projects in accordance with Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Elizabeth Meyerhoff as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City. Contractor shall ensure that all subcontractors comply with the requirements of this Agreement, including, but not limited to, insurance, indemnification, and licensing requirements.

4. Compensation.

4.01 Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as Exhibit C and incorporated herein by this reference. This Agreement does not establish a not-to-exceed Contract Sum for Consultant; instead, compensation shall be limited only by (i) the hourly rates in Exhibit C, (ii) the availability of funds within the City's annual budget allocated for all contractors awarded under RFP 26-129, and (iii) written task orders or authorizations issued by the City. All Services must be authorized in advance in writing by the City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

4.01.1 City's Annual Budget Limitation and Budget-Exhaustion Notice.

A. Annual Budget Limitation. The Parties acknowledge and agree that the Consultant is one of five (5) firms awarded a contract pursuant to RFP 26-129 for On-Call CEQA/NEPA Services. The City established a general fund that collects deposits from developers that are assigned to a project, so no City funds are used to pay for these services. These funds will

be used as payments to the Consultant for services under this Agreement and is subject to the availability of funds within this shared general budget. Payment to Consultant for services under this Agreement is subject to the availability of funds within this annual shared budget.

B. No Guarantee of Work or Allocation. Consultant understands and agrees that the City does not guarantee the Consultant any minimum amount of work or compensation under this Agreement. The City has sole discretion to distribute work among the five awarded firms, and the total compensation shall not exceed the total annual budget identified above.

C. Notice of Budget Exhaustion. The City shall provide written notice to Consultant in the event the annual Citywide budget for On-Call CEQA/NEPA Services is exhausted. Upon the Consultant's receipt of such notice, the City shall have no obligation to issue new task orders, authorize additional services, or make payment for any services performed after the date of such notice, unless and until additional funds are appropriated by the City in accordance with applicable law.

D. For clarity, nothing in this Agreement shall be construed as an appropriation or commitment by the City to expend the entire annual budget described in Section 4.01.1, nor as a guarantee that any portion of such budget will be used for Services under this Agreement.

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall

either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein.

In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (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 conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; Contractor agrees to have its insurer

endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required __; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A-VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City

as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

12.04 Contractor acknowledges that the City is a California municipal corporation and is subject to the California Public Records Act, Government Code § 7920.000 et seq. ("CPRA"), and other applicable laws requiring public access to records. Contractor further acknowledges and agrees that any and all documents, records, data, writings, communications, materials, and other information of any kind, in any format (including electronic format), that Contractor (or any associate, subcontractor, consultant, or agent of Contractor) prepares, develops, obtains, provides, transmits, or submits to the City, or that are otherwise received or maintained by the City, in connection with this Agreement or the Services may constitute public records and may be subject to disclosure to third parties in response to a CPRA request, unless the City determines that all or a portion of the Submitted Materials are exempt from disclosure under the CPRA or other applicable law.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1773.5, and 1773.9", for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1771 - Requirement to Pay Prevailing Wages
2. Section 1773.1 – Per Diem Wages; Travel and Subsistence Pay.
3. Section 1774 – Payment of Prevailing Wage Rates.
4. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
5. Section 1776 – Payroll Records and Certified Payroll Reports.
6. Section 1777.5 - Apprenticeship Requirements.
7. Sections 1810 and 1811 - Working Hour Restrictions.
8. Section 1813 - Penalty for Failure to Pay Overtime.

13.11 Covenant Against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 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 work or Services by Contractor 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.

13.13 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.

13.14 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 purpose of this Agreement.

13.15 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.

13.16 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, fires, floods, epidemics, pandemics, earthquakes, strikes, labor disputes, governmental orders, or failure of utilities. The affected party shall promptly notify the other party in writing of the occurrence of such event and shall use reasonable efforts to resume performance as soon as practicable. Force majeure shall not excuse the obligation to make payments when due. In no event shall force majeure entitle Contractor to additional compensation, but only to a reasonable extension of time.

13.17 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.18 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The parties expressly adopt and confirm each electronic signature made by a party to this Agreement, regardless of whether delivered in person, by mail, courier, facsimile, email, or in portable document format (PDF), as if the same

were manually signed and delivered in person. Each party agrees not to assert that any electronic signature is inadequate to bind such party to the same extent as if signed manually and delivered in person.

13.19 The provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Without limiting the foregoing, the provisions relating to indemnification, ownership of documents and intellectual property, audit and records retention, insurance obligations, confidentiality, and payment obligations shall survive the termination or expiration of this Agreement.

13.20 Notice. Any notice, demand, request, consent, approval, or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, sent by certified or registered mail (return receipt requested), or sent by electronic mail, addressed as follows:

To City:
City of Banning
Attn: City Manager
99 East Ramsey Street
Banning, California 92220
Email: eclifford@banningca.gov

To Contractor:
Michael Baker International Inc.
Attn: Elizabeth Meyerhoff
75-410 Gerald Ford Drive, Suite 100
Palm Desert, California 92211
Email: elizabeth.meyerhoff@mbakerintl.com

Notices shall be deemed received as follows: (i) on the date of delivery if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight courier; (iii) three (3) business days after deposit in the United States mail, postage prepaid; or (iv) on the date transmitted if sent by electronic mail during normal business hours of the receiving party, or on the next business day if sent after normal business hours. Either party may change its address for Notice by providing written Notice of such change to the other party in accordance with this Section.

13.21 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument for all purposes of this Agreement.

13.22 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BANNING

By:_____
Elizabeth Gibbs, City Manager

Date: _____

CONTRACTOR:

MICHAEL BAKER INTERNATIONAL, INC.

By:_____
Print
Name: _____

Date: _____

ATTEST:

By: _____
Sandra Calderon, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

EXHIBIT “A”
PROPOSAL

A. Statement of Understanding and Approach

Michael Baker understands the City of Banning's need for on-call environmental consulting services to ensure compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for private development applications, as well as City-initiated projects. Michael Baker will deliver on-call environmental services through a task order-driven, City-integrated, approach that emphasizes early coordination, right-sized staffing, and disciplined quality control.

Our firm recognizes that the scope of services outlined in RFP 26-129 requires a comprehensive, efficient, and legally defensible approach to environmental review and documentation. We acknowledge that our responsibilities under this contract may include conducting **preliminary review** to determine the appropriate level of CEQA/NEPA review for a proposed project; identifying the efficient **path forward** to determine whether a project qualifies for a CEQA Exemption, NEPA Exclusion, Mitigated Negative Declaration (MND), Environmental Assessment (EA), or requires an Environmental Impact Report (EIR) or Environmental Impact Statement (EIS); and preparing supporting technical studies while utilizing the applicable local, state and federal **thresholds of significance** to make **findings of significance.**

We offer full-service, in-house CEQA and NEPA services that includes conducting kickoff meetings, scoping and/or public outreach meetings, peer review services of Applicant-provided documents, preparation of mitigation monitoring and reporting programs, preparation of Staff Report packages and attendance at public hearings to support City staff address questions from Planning Commissioners and City Council members. We routinely prepare technical studies for noise, air quality, GHG emissions, energy, cultural, paleontological, historic resources, hazards/hazardous materials, traffic and VMT, and comprehensive biological resource services, including MSHCP Habitat Assessments, DBESP reports, and regulatory permitting coordination.

A full listing of our qualifications is provided under Section B. Company Information.

THE MICHAEL BAKER IMPLEMENTATION PLAN

Upon receiving a task order from the City, we will initiate the project by conducting a comprehensive review of relevant background information provided by the City and/or the Applicant. This initial review ensures a thorough understanding of the project scope, environmental setting, and regulatory requirements.

Each task order will be managed using these core principles:

- ✓ Immediate Readiness – Minimal onboarding and swift mobilization
- ✓ Scalable Expertise – Identify the appropriate staff and level of effort needed for compliance
- ✓ Consistent Requirement Application – Results consistent with CEQA/NEPA requirements, as well as the City's General Plan, Zoning Code, and Municipal Code
- ✓ Clear Accountability – Single point-of-contact, defined deliverables, review cycles, and communication protocols
- ✓ Defensible Outcomes – Planning and CEQA/NEPA work aligned with City, state, and federal standards
- ✓ Predictable Timelines – Realistic schedules coordinated with City review cycles

Below we present a sample scope of work for both an IS/MND and EIR. Each table includes a description of specific tasks including requirements of City staff (as requested in the RFP). Deliverables and duration for each task is identified. In collaboration with City staff, timelines can be adjusted. If fluctuation or modification to service scope or staffing is needed, the project manager would communicate with City staff immediately for resolution to the satisfaction of both parties. We maintain a deep bench of environmental professionals which allows us to transition seamlessly for project advancement.

Table 1 – IS/MND Scope of Work and Schedule (sample)

Task Description / Deliverable	Timeline	Responsible Party
Notice to Proceed / Project Initiation		
Kickoff Meeting (Agenda and Meeting Notes)	Week 1	Michael Baker
Prepare Draft CEQA Project Description, submit data needs request, and project schedule	Week 2	Michael Baker
City/Applicant Review	Week 3	City
Prepare Final CEQA Project Description	Week 4	Michael Baker
Technical Studies		
Prepare Draft Technical Studies	Weeks 4-12	Michael Baker
City/Applicant Review	Weeks 13-14	City
Prepare Final Technical Studies	Week 15	Michael Baker
CEQA Documentation		
Prepare Administrative Draft IS/MND	Weeks 2-17	Michael Baker
City/Applicant Review	Weeks 18-19	City
Prepare Screencheck Draft IS/MND and Notices	Weeks 20-21	Michael Baker
City/Applicant Review	Weeks 22-23	City
Public Review Draft IS/MND Period (30-day review)	Weeks 24-28	Michael Baker
Prepare Final IS/MND including Response to Comments, MMRP, and changes to Draft, if applicable	Weeks 28-30	Michael Baker
City/Applicant Review of Final IS/MND	Weeks 31-32	City
Finalize the Final IS/MND	Week 33	Michael Baker
Project Management and Coordination	On-going	Michael Baker
Public Hearing(s)	TBD	City
File Notice of Determination	Within 5 days of project approval	Michael Baker

Table 2 – EIR Scope of Work and Schedule (sample)

Task Description / Deliverable	Timeline	Responsible Party
Notice to Proceed / Project Initiation		
Kickoff Meeting (Agenda and Meeting Notes)	Week 1	Michael Baker
Prepare Draft CEQA Project Description, submit data needs request, and project schedule	Week 2	Michael Baker
City/Applicant Review	Week 3	City
Prepare Final CEQA Project Description	Week 4	Michael Baker
Prepare Notice of Preparation	Week 5	Michael Baker
City/Applicant Review	Week 6	City
Publish Notice of Preparation (30-day review)	Weeks 7-11	Michael Baker
Scoping Meeting (1-day)	Week 8	City & Michael Baker
Technical Studies		
Prepare Draft Technical Studies	Weeks 4-12	Michael Baker
City/Applicant Review	Weeks 13-14	City
Prepare Final Technical Studies	Week 15-16	Michael Baker
CEQA Documentation		
Prepare Administrative Draft EIR	Weeks 4-20	Michael Baker
City/Applicant Review	Weeks 21-24	City
Prepare Screencheck Draft EIR	Weeks 25-27	Michael Baker
City/Applicant Review	Weeks 28-30	City
Prepare Public Draft EIR and Notices	Weeks 31-33	Michael Baker
Public Review Period (45-day review)	Weeks 34-36	Michael Baker
Prepare Final EIR including Response to Comments, MMRP, and changes to Draft, Findings of Fact, Statement of Overriding Consideration if applicable	Weeks 37-40	Michael Baker
City Review of Final EIR	Weeks 41-43	City
Finalize the Final EIR	Weeks 44-46	Michael Baker
Project Management and Coordination	On-going	Michael Baker
Public Hearing(s)	TBD	City
File Notice of Determination	Within 5 days of project approval	Michael Baker

CEQA / NEPA PREPARATION

When preparing CEQA/NEPA documents, our team will:

- Confirm appropriate level of environmental review early,
- Leverage prior studies and program-level documents where applicable,
- Prepare the Mitigation Monitoring and Reporting Plan,
- Coordinate and distribute environmental Notices,
- Support City staff during public hearings and community meetings,
- Coordinate technical disciplines internally to avoid gaps, and
- Prepare clear, well-organized documents suitable for public review and hearings.

CEQA / NEPA PEER REVIEW

For Applicant-prepared CEQA/NEPA documents, our team will:

- Conduct focused, objective, and defensible peer review focused on CEQA/NEPA compliance, methodological accuracy, and clarity for decision-makers,
- Verify assumptions, methodologies, and technical conclusions
- Provide clear, actionable comments that facilitate timely revisions.

This approach protects the City's interests while keeping projects moving forward efficiently.

TIMELINE MANAGEMENT & RESPONSIVENESS

Michael Baker understands that on-call services must align with City review cycles, public hearing schedules, internal timelines, and Applicant expectations. For each task order, we will confirm scope, schedule, and deliverables upfront, coordinate staffing to meet requested turnaround times, and provide status updates as needed.

The following scheduling approach allows the City to maintain momentum on planning initiatives without overextending internal resources:

- Realistic task-specific timelines confirmed at initiation,
- Coordination with City review cycles and public hearing dates,
- Flexibility to adjust staffing in response to workload fluctuations, and
- Commitment to responsiveness for short-turnaround requests.



PROJECT MANAGEMENT

Michael Baker brings a proven project management approach tailored to the City of Banning. Our approach is designed to integrate seamlessly with the Planning Division and other departments, as requested —functioning as an extension of City staff—while respecting City policy direction, established procedures, and decision-making authority.

Each task order is led by a designated Project Manager who serves as the primary point-of-contact for the City and is responsible for scope definition, schedule coordination, budget oversight, quality control, and communication. This structure ensures accountability, continuity, and clear lines of responsibility across all assignments, regardless of size or complexity.

DISCIPLINED ON-CALL PROJECT MANAGEMENT

Michael Baker delivers on-call planning services through a disciplined project management framework that provides the City with:

- *Clear Accountability:* Dedicated project managers coordinate scope, schedule, quality control, and communication—functioning as extension of staff.
- *Built-In Quality & Consistency:* Firm-wide QA/QC procedures applied to every task to ensure accurate, defensible, and decision-ready work products.
- *Predictable Budget Control:* Real-time tracking of task order budgets and scopes, with proactive communication and transparent reporting.
- *Efficient Coordination:* Streamlined interaction with City staff, Applicants, and stakeholders to maintain momentum and reduce staff burden.

QUALITY ASSURANCE AND COMMUNICATION

Quality assurance and quality control are embedded into every task order through ***The Michael Baker Way*** our firm-wide QA/QC program. This program establishes standardized review protocols, documentation requirements, and accountability measures that are consistently applied across all planning and environmental assignments.



Each deliverable is subject to a two-level review process:

1. Technical Review: Conducted by a senior professional with subject-matter expertise to confirm regulatory compliance, technical accuracy, completeness, and consistency with City standards, adopted plans, and applicable State and local requirements.
2. Editorial and Readiness Review: Focused on clarity, organization, formatting, and overall completeness to ensure deliverables are ready for internal staff review, public distribution, and decision-maker consideration.

Quality control is further reinforced through early coordination with City staff, internal peer review by experienced planners, environmental specialists, landscape architects, and public finance professionals independent of the day-to-day task team, and proactive identification of key policy or procedural issues. This layered approach minimizes rework, reduces review cycles, and ensures that all work products are clear, defensible, and aligned with the City's objectives.

BUDGET & SCOPE TRACKING

Michael Baker utilizes an enterprise-level project management and accounting system to track task order budgets, schedules, and scopes in real time. For each task order, we establish a clearly defined scope, level of effort, schedule, and not-to-exceed budget at initiation, coordinated closely with City staff.

Project Managers monitor labor charges and direct costs against approved budgets on a weekly basis, reviewing expenditures relative to progress and percent complete. Earned value tracking allows early identification of potential scope or budget variances, enabling proactive communication and corrective action before issues arise.

Invoices are submitted monthly in the City's preferred format and include detailed, task-level summaries that support transparency, auditability, and efficient internal review. This disciplined tracking and reporting approach has consistently resulted in on-call task orders being delivered on time and within authorized budgets, with no surprises for City staff.

CLIENT & STAKEHOLDER INTERACTION

Michael Baker understands that effective interaction with City staff, Applicants, and stakeholders is essential to the successful delivery of on-call planning services. Our approach to communication is collaborative, professional, and task-specific which is designed to support the City's review processes while maintaining consistent application of City policies and procedures.

Our team provides clear, factual guidance to Applicants and interested parties, responds promptly to inquiries, and ensures that recommendations and communications are aligned with City standards, adopted plans, and staff direction. Throughout each assignment, we emphasize professionalism, responsiveness, and respect, recognizing that consultants often represent the City in day-to-day interactions.

Our goal is to support City staff by facilitating efficient project processing, minimizing misunderstandings, and maintaining credibility with Applicants, decision-makers, and the public—without over-complicating communication beyond what is appropriate for each task.

PUBLIC OUTREACH – COMMUNITIES FIRST

Michael Baker utilizes creative, inclusive outreach—from interactive workshops to digital platforms—to ensure that residents and stakeholders have a direct hand in shaping the identity of their city. Our engagement typically begins with developing a stakeholder engagement and outreach plan that will guide engagement activities. We recommend conducting a stakeholder analysis with each project to identify individuals, organizations, and groups with an interest in or connection to the project and the appropriate methods for reaching different audiences, including underserved and historically underrepresented communities.

We regularly organize and lead online and in-person workshops, pop-up events, and open house-style meetings, each tailored to the project and stakeholders. Communication through specific channels will maximize reach and accessibility, including digital and in-person methods, and to ensure information is delivered in a timely and consistent manner.

CEQA TRAINING

One of the many advantages of choosing Michael Baker for On-Call Environmental Services is our extensive supply of CEQA training options delivered by our seasoned environmental planning practitioners. These training courses are particularly valuable for clients who have experienced staff turnover and may be facing gaps in institutional knowledge and CEQA best practices. Michael Baker is proud to offer both in-person and virtual CEQA trainings designed to equip our clients with the tools they need to make informed decisions on the scope of CEQA documents, confidently review technical reports, and effectively manage consultant workflows. **If selected for this On-Call, Michael Baker would be delighted to provide a CEQA training free of charge to City staff.**

General CEQA Topics:

- CEQA 101 (1-hour or 2-hour version)
- CEQA 201 (1-hour or 2-hour version)
- CEQA Caselaw Update
- EIR Project Management for Public Agencies
- Program EIRs and Tiering

Specialty CEQA Topics:

- CEQA Project Descriptions
- Mitigation Measures
- Cumulative Impacts
- CEQA Streamlining / CEQA Exemptions / CEQA Document Accessibility 101
- Addressing Historic Resources under CEQA
- Western Riverside County/Coachella Valley MSHCP

Although the trainings mentioned above are considered "off-the-shelf," each one can be customized to address the unique environmental considerations of our clients.

EXHIBIT “B”
CERTIFICATES OF INSURANCE

EXHIBIT C
SCHEDULE OF COMPENSATION

Price Proposal / Fee Schedule

We note that the RFP states: *Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.* Pricing is based on a project specific task order proposal and invoicing would be submitted to the City on a per task/per project basis and typically on monthly intervals. Consultant shall be reimbursed for 'Other Direct Costs' such as mileage, printing, postage, etc., provided the City approves of said item in advance. Any travel cost, lodging and mileage shall not exceed the current IRS rates.

2026-2028 Hourly Rate Schedule

Classification	Hourly Rate
Principal-in-Charge/ QAQC	$325.00 - $375.00
Technical Director	$260.00 - $355.00
Project Manager/Task Lead/Contract Manager	$220.00 - $350.00
Technical/Task Manager	$185.00 - $250.00
Senior Planner/Technical Specialist	$185.00 - $245.00
Planner/Technical Specialist IV	$160.00 - $185.00
Planner/Technical Specialist III	$140.00 - $160.00
Planner/Technical Specialist II	$125.00 - $140.00
Planner/Technical Specialist I	$110.00 - $125.00
GIS/Graphics Specialist	$120.00 - $185.00
Administrative Support	$95.00 - $130.00
Technical Editor	$125.00 - $155.00

As requested in the RFP, estimated bid amounts for services outlined in the Scope of Services are provided below. Please note that a project specific not-to-exceed, itemized task order fee would be developed on a project-by-project basis. Costs will vary depending on variables such as the size (acreage), nature, and scope of a project; level of complexity; specific technical reports and/or review needs; and level of effort, scope, and schedule desired by the City and Applicant.

The fee ranges listed below for an Initial Study and an Environmental Impact Report may include a kickoff meeting; scoping meeting (if applicable); re-occurring coordination meetings (if applicable); project management; up to two (2) public hearings; and the filing of required CEQA/NEPA notices with the Riverside County Clerk and State Clearinghouse. County/CDFW filing fees are not included unless agreed to in a project specific task order agreement.

Scope Of Services - Estimated Bid Amounts

Scope of Services / Deliverable	Bid Range
Preparation of a Technical Study (range is dependent on technical specialty, project location/acreage, complexity, modeling software costs, and schedule)	$5,000 – $30,000
Lead Agency CEQA/NEPA Adequacy Review of Applicant Technical Study (peer review)	$2,200 and up
CEQA Exemption Determination Memo and Notice of Exemption (scope is dependent on exemption classification)	$5,000 and up
NEPA Exclusion Determination Memo (scope is dependent on federal agency and/or grant funding requirements)	$6,000 and up
Initial Study / Mitigated Negative Declaration (technical reports are separate)	$35,000 and up
Environmental Impact Report or Environmental Impact Assessment (technical reports are separate)	$55,000 and up

AGREEMENT FOR PROFESSIONAL SERVICES (C01283)
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of the _____ by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and **PLACEWORKS, INC.**, a California corporation whose address is 3 MacArthur Place, Suite 1100, Santa Ana, California 92707 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to award agreements to five (5) consultants pursuant to RFP 26-129 for providing the following services: creating an on-call list working with CEQA and NEPA regulations for projects within the City; and

B. Contractor has made a proposal ("Proposal") to the City to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by one of two optional one-year extension by the parties with the approval of the City Council.

2. Services to be Performed. Contractor agrees to provide the services ("Services") as follows: California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) compliance assessments for both private and public projects in accordance with Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Nicole Vermilion as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City. Contractor shall ensure that all subcontractors comply with the requirements of this Agreement, including, but not limited to, insurance, indemnification, and licensing requirements.

4. Compensation.

4.01 Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as Exhibit C and incorporated herein by this reference. This Agreement does not establish a not-to-exceed Contract Sum for Consultant; instead, compensation shall be limited only by (i) the hourly rates in Exhibit C, (ii) the availability of funds within the City's annual budget allocated for all contractors awarded under RFP 26-129, and (iii) written task orders or authorizations issued by the City. All Services must be authorized in advance in writing by the City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

4.01.1 City's Annual Budget Limitation and Budget-Exhaustion Notice.

A. Annual Budget Limitation. The Parties acknowledge and agree that the Consultant is one of five (5) firms awarded a contract pursuant to RFP 26-129 for On-Call CEQA/NEPA Services. The City established a general fund that collects deposits from developers that are assigned to a project, so no City funds are used to pay for these services. These funds will be used as payments to the Consultant for services under this Agreement and is subject to the

availability of funds within this shared general budget. Payment to Consultant for services under this Agreement is subject to the availability of funds within this annual shared budget.

B. No Guarantee of Work or Allocation. Consultant understands and agrees that the City does not guarantee the Consultant any minimum amount of work or compensation under this Agreement. The City has sole discretion to distribute work among the five awarded firms, and the total compensation shall not exceed the total annual budget identified above.

C. Notice of Budget Exhaustion. The City shall provide written notice to Consultant in the event the annual Citywide budget for On-Call CEQA/NEPA Services is exhausted. Upon the Consultant's receipt of such notice, the City shall have no obligation to issue new task orders, authorize additional services, or make payment for any services performed after the date of such notice, unless and until additional funds are appropriated by the City in accordance with applicable law.

D. For clarity, nothing in this Agreement shall be construed as an appropriation or commitment by the City to expend the entire annual budget described in Section 4.01.1, nor as a guarantee that any portion of such budget will be used for Services under this Agreement.

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (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 conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided

by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; Contractor agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required __; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A-VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes

no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs to the extent arising out of or in any way related to the willful misconduct or negligent performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or to the extent arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the willful misconduct or negligent performance of this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original

documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any

other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

12.04 Contractor acknowledges that the City is a California municipal corporation and is subject to the California Public Records Act, Government Code § 7920.000 et seq. ("CPRA"), and other applicable laws requiring public access to records. Contractor further acknowledges and agrees that any and all documents, records, data, writings, communications, materials, and other information of any kind, in any format (including electronic format), that Contractor (or any associate, subcontractor, consultant, or agent of Contractor) prepares, develops, obtains, provides, transmits, or submits to the City, or that are otherwise received or maintained by the City, in connection with this Agreement or the Services may constitute public records and may be subject to disclosure to third parties in response to a CPRA request, unless the City determines that all or a portion of the Submitted Materials are exempt from disclosure under the CPRA or other applicable law.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be

entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1773.5, and 1773.9", for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1771 - Requirement to Pay Prevailing Wages
2. Section 1773.1 – Per Diem Wages; Travel and Subsistence Pay.
3. Section 1774 – Payment of Prevailing Wage Rates.
4. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
5. Section 1776 – Payroll Records and Certified Payroll Reports.
6. Section 1777.5 - Apprenticeship Requirements.
7. Sections 1810 and 1811 - Working Hour Restrictions.
8. Section 1813 - Penalty for Failure to Pay Overtime.

13.11 Covenant Against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 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 work or Services by Contractor 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.

13.13 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.

13.14 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 purpose of this Agreement.

13.15 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.

13.16 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, fires, floods, epidemics, pandemics, earthquakes, strikes, labor disputes, governmental orders, or failure of utilities. The affected party shall promptly notify the other party in writing of the occurrence of such event and shall use reasonable efforts to resume performance as soon as practicable. Force majeure shall not excuse the obligation to make payments when due. In no event shall force majeure entitle Contractor to additional compensation, but only to a reasonable extension of time.

13.17 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.18 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The parties expressly adopt and confirm each electronic signature made by a party to this Agreement, regardless of whether delivered in person, by mail, courier, facsimile, email, or in portable document format (PDF), as if the same were manually signed and delivered in person. Each party agrees not to assert that any electronic signature is inadequate to bind such party to the same extent as if signed manually and delivered in person.

13.19 The provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Without limiting the foregoing, the provisions relating to indemnification, ownership of documents and intellectual property, audit and records retention, insurance obligations, confidentiality, and payment obligations shall survive the termination or expiration of this Agreement.

13.20 Notice. Any notice, demand, request, consent, approval, or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, sent by certified or registered mail (return receipt requested), or sent by electronic mail, addressed as follows:

To City:
City of Banning
Attn: City Manager
99 East Ramsey Street
Banning, California 92220
Email: eclifford@banningca.gov

To Contractor:
PlaceWorks, Inc.
Attn: Kara Kosel
3 MacArthur Place, Suite 1100
Santa Ana, California 92707
Email: kkosel@placeworks.com

Notices shall be deemed received as follows: (i) on the date of delivery if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight courier; (iii) three (3) business days after deposit in the United States mail, postage prepaid; or (iv) on the date transmitted if sent by electronic mail during normal business hours of the receiving party, or on the next business day if sent after normal business hours. Either party may change its address for Notice by providing written Notice of such change to the other party in accordance with this Section.

13.21 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument for all purposes of this Agreement.

13.22 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BANNING

By:_____
Elizabeth Gibbs, City Manager

Date: _____

City Council Approval: _____

ATTEST:

By: _____
Sandra Calderon, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

CONTRACTOR:

PLACEWORKS, INC.

By:_____
Print
Name: _____

Date: _____

EXHIBIT “A”
PROPOSAL

A. STATEMENT OF UNDERSTANDING AND APPROACH

PlaceWorks

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. We bring together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work on is distinctly different, so is our thinking about it.

Our broad experience and technical proficiency have enabled us to develop a keen understanding of the complexities of both public policies and project designs for sustainable development. In addition to providing the requisite technical support for wide-ranging tasks, we often serve as a sounding board for clients to explore design strategies and their environmental and regulatory implications.

A summary of PlaceWorks' overall services is provided below.

Environmental Services
- CEQA/NEPA Documentation
- Third-Party Review
- Program, project, streamlined, and tiered CEQA analyses
- Technical Studies, including
  –Air Quality, GHG, Energy
  –Noise, Vibration, Acoustics
  –Hydrology & Water Quality/Supply
  –Health Risk Assessment
  –Wildfire Safety
  –Visual Impact Analyses
- Regulatory Compliance

Design
- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans

Economics
- Economic, Market & Fiscal Analysis
- Site Selection & Development
- Feasibility Studies
- Transfer of Development Rights

Community Planning
- Comprehensive Planning, including General Plans and Specific Plans
- Community Engagement
- Housing Research and Analysis
- Climate Adaptation and Resiliency Planning
- Zoning and Form-Based Code
- Infill Planning and Design
- Corridor Planning
- Environmental Justice/Healthy Community
- Transit-Oriented Development Planning
- Municipal Services
- Geographic Information Systems
- Creative Media
- Transfer of Development Rights

Landscape Architecture
- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture, Urban Forestry
- Storm Water Management Planning
- Evidence-Based Design

*"I can't speak highly enough about our experience with **Nicole Vermilion.** Certainly her professional expertise on air quality issues was outstanding, but the manner in which she managed the project was truly appreciated.*

***Nicole** has the skill set needed to take a very complicated, scientific, and, sometimes dry subject matter and put things into terms the layperson can understand and appreciate. Her communication skills are exceptional.*

The City of Brea will absolutely be looking to Nicole for its future air quality analysis needs."

—David M. Crabtree, AICP
Former Deputy Community Development Director, City of Brea

Scope of Work

The City of Banning is seeking assistance with environmental review of public and private projects and has requested assistance with tasks required by a lead agency. PlaceWorks will be responsible for environmental documentation under CEQA/NEPA and will act as the in-house environmental task manager for these requested tasks. It is assumed that the City would be responsible for posting notices and environmental documents to the City website and posting notices in a newspaper of public distribution.

The anticipated types of environmental documents that the City may require assistance with could include:

- Initial Study/Notice of Preparation (IS/NOP)
- Environmental Assessments/Findings of No Significant Impact
- Initial Study/Mitigated Negative Declaration (IS/MND)
- Preliminary Environmental Study (PES)/Preliminary Environmental Analysis Report (PEAR)
- Project-Level and Program-Level Environmental Impact Reports (EIR)
- Subsequent or Supplemental Environmental Impact Reports (SEIR)
- Environmental Impact Statements (EIS)
- Addendums
- Mitigation Monitoring Compliance
- Peer Reviews

PlaceWorks anticipates that assistance with environmental processing would involve assistance with:

- Preliminary review.
- Kickoff meeting attendance.
- Scoping meetings/public meetings/outreach (e.g., stakeholder meetings). PlaceWorks will plan to attend up to two EIR scoping meetings. PlaceWorks will be prepared to respond to questions, make presentations and/or participate in an advisory capacity during these meetings.
- Notices (NOP, NOC, NOD).
- Tribal consultation assistance for AB 52/SB 18 (NAHC coordination, consultation letters).
- GIS mapping/visual presentations to support environmental documents and outreach.
- Preparing all or chapters of the environmental documents (Addendum, MND, EIR).
- Establishing thresholds of significance.
- Identifying potentially significant, and insignificant associated with direct impacts, indirect impacts, and cumulative impacts of a proposed project pursuant to the established significance criteria.
- Identifying mitigation measures for direct, indirect, and cumulative impacts associated with the proposed project that are reasonable, enforceable, identify party responsible for implementation, and set a timeline or milestone for completion.
- Preparing technical reports (biological resources, jurisdictional resources, cultural resources, air quality/GHG studies, noise and vibration, ESAs, VMT/Traffic studies, hydrology/water quality).
- Identifying and evaluating alternatives to the proposed project.
- Regulatory permitting agency requirements (biological and cultural resource mitigation plans, habitat assessments, focused surveys, wetlands delineations, Section 401/404 and Section 1600 permitting).
- Responses to comments (Final EIR).
- Preparation of mitigation monitoring and reporting plans. The monitoring program will incorporate both monitoring by the City and reporting by the developer, with subsequent report verification by on-site inspection, if necessary.

- Ongoing monitoring to meet agency/mitigation requirements (construction monitoring for tribal/ archeological/paleontological resources, historic resources evaluations, Soils Management Plan/Phase II ESA testing).
- Findings of Fact/ Statements of Overriding Considerations (FOC/SOC).
- Hearing attendance and hearing presentations.

Quality Assurances

As part of PlaceWorks' quality control process, a PlaceWorks principal reviews all products before they are submitted to a client. PlaceWorks would ensure that the EIRs/EIS would meet all the requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, section 15000 et seq.), NEPA Guidelines, and the requirements of the City of Banning. We are committed to high-level principal and senior associate involvement in all aspects of project management, document development, and product delivery. We work collaboratively with our technical subconsultants and allow significant review time by in-house and outside technical experts to ensure the accuracy of our products. These quality control procedures have resulted in numerous commendations for the clarity and usability of PlaceWorks' documents. In addition, all products submitted to our clients are proofread by an independent reviewer to ensure accuracy and internal consistency.

Implementation Plan

Schedule and Budget Adherence

After decades of managing large and small environmental review projects, PlaceWorks has adopted a number of strategies to manage unexpected issues in order to keep the review process on schedule and within budget, such as maintaining regular contact with our clients and subconsultants and documenting every decision in writing to make certain it is clearly understood by all team members. PlaceWorks has a proven ability to work with its clients and team of technical experts when unforeseen factors arise and to develop forward-thinking solutions that keep the environmental review process on track.

Based on PlaceWorks' experience on a broad range of environmental clearance documents, we have developed the following effective strategies for guaranteeing that our work products are of the utmost quality, are completed within the agreed upon time frame, and align with the established budget. Our proven track record in efficient project management is especially valuable for projects with critical timelines, and we frequently accommodate clients' requests for meeting CEQA/NEPA requirements on aggressive timelines.

MS Project Schedules. Project schedules will be prepared for each task order at the level of detail deemed necessary for project tracking and schedule adherence. We will work with staff to meet individual project objectives. We can prepare MS Project Gantt schedules for each project that clearly highlight the critical path for a project and facilitate easy sharing and updating by individual task. Additionally, detailed subtasks can be "collapsed" to generate less-detailed project schedules for personnel or decision makers who may not need or be interested in the minutiae of the project schedule and management.

Communication. At the outset of each project, PlaceWorks project managers establish communication protocols with the client. The protocol includes an agreed-upon approach to methods of communication, frequency of check-ins, and review and submission of interim deliverables. We work with our clients to develop complete critical path schedules in the initial project stages and establish meeting and workshop dates as early as possible to allow everyone involved to monitor the project's progress. PlaceWorks holds

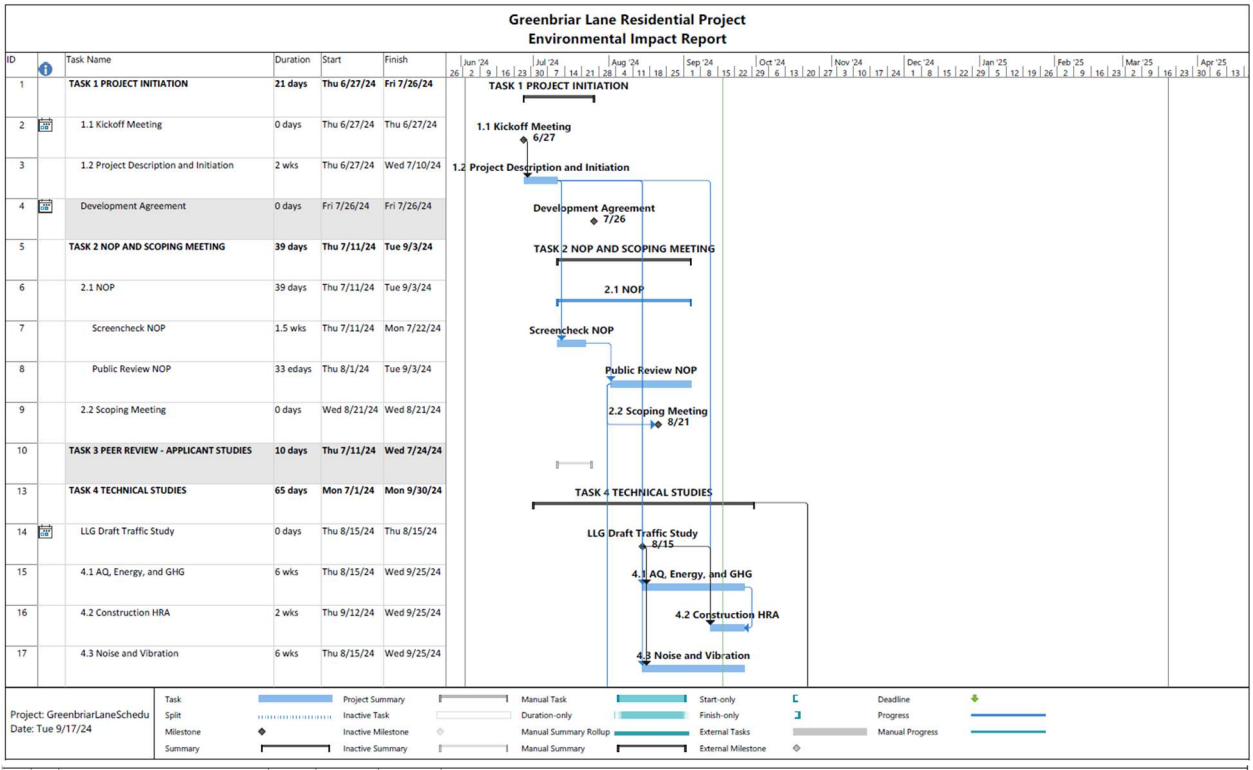
regular team meetings in order to discuss progress, questions, and any issues that may arise during the development of products. PlaceWorks maintains constant communication with our clients and subconsultants, and documents decisions in writing to make certain they are clearly understood by all team members. During critical deadlines submittals, PlaceWorks staff will schedule review meeting(s) in order to meet target deliverable deadlines. A sample EIR and MND schedule has been provided at the end of this section.

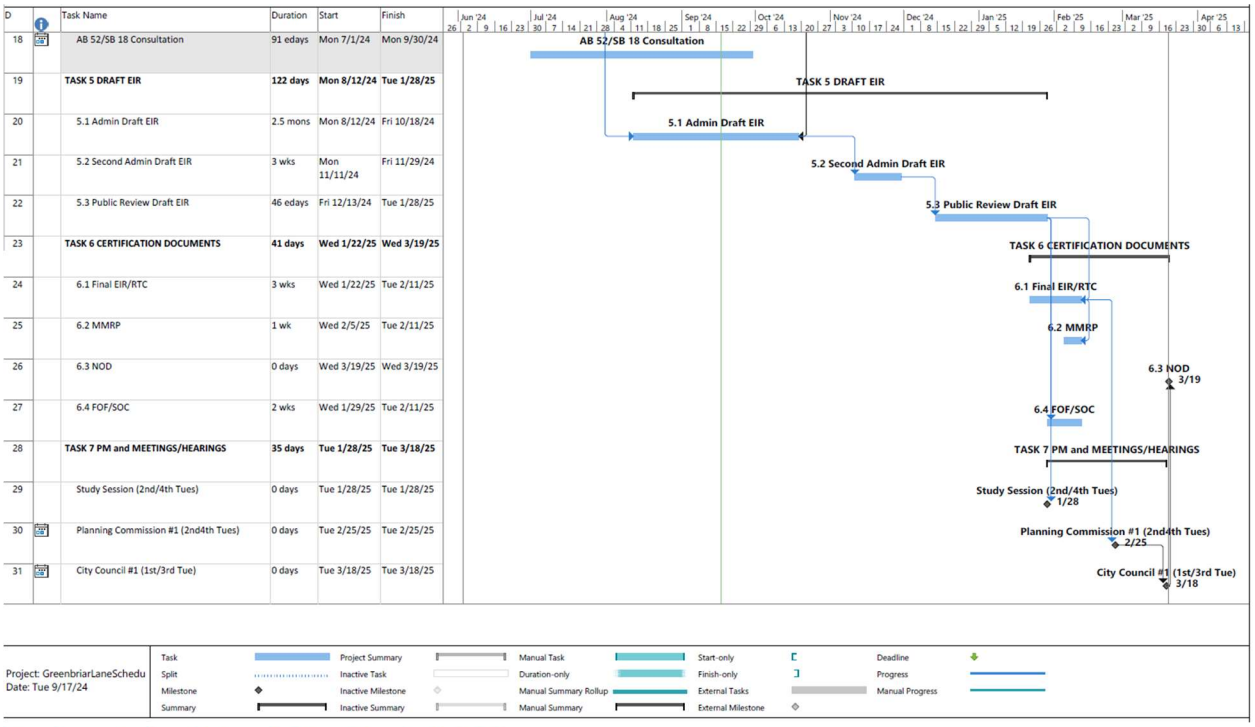
Budget and Contract Administration. PlaceWorks' project managers closely monitor project costs using a variety of tools, including task-by-task "real-time" information on daily billed hours. Cost reports are also reviewed by project managers on a monthly basis. Similarly, project managers review subconsultant expenses and labor costs monthly to ensure that they are in line with the project schedule and to ensure that the amount does not exceed the budgeted amount. Through our regular monitoring techniques, we are able to keep our costs in check and alert our project managers and clients to any potential budget concerns During the course of any project, there may be new information that comes to light that requires fluctuations in service needs and associated price adjustments. Should modifications to our original contract be necessary, we would notify the City as soon as possible and work with City Staff to identify any out of scope tasks and the associated timeline for completion of these additional out-of-scope tasks.

Innovative Approaches for Cost-Effective Operations. As requested in the RFQ, all hard copy administrative drafts, drafts, and final documents will be printed on two-sided, black ink, on white or light recycled stock paper. However, given the that Office of Land Use and Climate Innovation (LCI) has transitioned away from hardcopy submittal and the CEQA Guidelines has been amended to allow for electronic communication, we would recommend that as a cost-saving measure that the vast majority of the distribution for the required CEQA documentation be electronic (except for City and libraries repositories). In addition, we would recommend that internal meetings be virtual to reduce time and travel costs.

City Owned Facilities

PlaceWorks does not anticipate leasing property within the City in connection to the services requested in this RFP.


Greenbriar Lane Residential Project
Environmental Impact Report
ID
Task Name
Duration
Start
Finish
1 TASK 1 PROJECT INITIATION 21 days Thu 6/27/24 Fri 7/26/24
2 1.1 Kickoff Meeting 0 days Thu 6/27/24 Thu 6/27/24
3 1.2 Project Description and Initiation 2 wks Thu 6/27/24 Wed 7/10/24
4 Development Agreement 0 days Fri 7/26/24 Fri 7/26/24
5 TASK 2 NOP AND SCOPING MEETING 39 days Thu 7/11/24 Tue 9/3/24
6 2.1 NOP 39 days Thu 7/11/24 Tue 9/3/24
7 Screencheck NOP 1.5 wks Thu 7/11/24 Mon 7/22/24
8 Public Review NOP 33 edays Thu 8/1/24 Tue 9/3/24
9 2.2 Scoping Meeting 0 days Wed 8/21/24 Wed 8/21/24
10 TASK 3 PEER REVIEW - APPLICANT STUDIES 10 days Thu 7/11/24 Wed 7/24/24
13 TASK 4 TECHNICAL STUDIES 65 days Mon 7/1/24 Mon 9/30/24
14 LLG Draft Traffic Study 0 days Thu 8/15/24 Thu 8/15/24
15 4.1 AQ, Energy, and GHG 6 wks Thu 8/15/24 Wed 9/25/24
16 4.2 Construction HRA 2 wks Thu 9/12/24 Wed 9/25/24
17 4.3 Noise and Vibration 6 wks Thu 8/15/24 Wed 9/25/24
Jun '24 Jul '24 Aug '24 Sep '24 Oct '24 Nov '24 Dec '24 Jan '25 Feb '25 Mar '25 Apr '25
TASK 1 PROJECT INITIATION
1.1 Kickoff Meeting 6/27
1.2 Project Description and Initiation
Development Agreement 7/26
TASK 2 NOP AND SCOPING MEETING
2.1 NOP
Screencheck NOP
Public Review NOP
2.2 Scoping Meeting 8/21
TASK 4 TECHNICAL STUDIES
LLG Draft Traffic Study 8/15
4.1 AQ, Energy, and GHG
4.2 Construction HRA
4.3 Noise and Vibration
Project: GreenbriarLaneSchedu
Date: Tue 9/17/24
Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress


ID
Task Name
Duration
Start
Finish
18 AB 52/SB 18 Consultation 91 edays Mon 7/1/24 Mon 9/30/24
19 TASK 5 DRAFT EIR 122 days Mon 8/12/24 Tue 1/28/25
20 5.1 Admin Draft EIR 2.5 mons Mon 8/12/24 Fri 10/18/24
21 5.2 Second Admin Draft EIR 3 wks Mon 11/11/24 Fri 11/29/24
22 5.3 Public Review Draft EIR 46 edays Fri 12/13/24 Tue 1/28/25
23 TASK 6 CERTIFICATION DOCUMENTS 41 days Wed 1/22/25 Wed 3/19/25
24 6.1 Final EIR/RTC 3 wks Wed 1/22/25 Tue 2/11/25
25 6.2 MMRP 1 wk Wed 2/5/25 Tue 2/11/25
26 6.3 NOD 0 days Wed 3/19/25 Wed 3/19/25
27 6.4 FOF/SOC 2 wks Wed 1/29/25 Tue 2/11/25
28 TASK 7 PM and MEETINGS/HEARINGS 35 days Tue 1/28/25 Tue 3/18/25
29 Study Session (2nd/4th Tues) 0 days Tue 1/28/25 Tue 1/28/25
30 Planning Commission #1 (2nd4th Tues) 0 days Tue 2/25/25 Tue 2/25/25
31 City Council #1 (1st/3rd Tue) 0 days Tue 3/18/25 Tue 3/18/25
Jun '24 Jul '24 Aug '24 Sep '24 Oct '24 Nov '24 Dec '24 Jan '25 Feb '25 Mar '25 Apr '25
AB 52/SB 18 Consultation
TASK 5 DRAFT EIR
5.1 Admin Draft EIR
5.2 Second Admin Draft EIR
5.3 Public Review Draft EIR
TASK 6 CERTIFICATION DOCUMENTS
6.1 Final EIR/RTC
6.2 MMRP
6.3 NOD 3/19
6.4 FOF/SOC
TASK 7 PM and MEETINGS/HEARINGS
Study Session (2nd/4th Tues) 1/28
Planning Commission #1 (2nd4th Tues) 2/25
City Council #1 (1st/3rd Tue) 3/18
Project: GreenbriarLaneSchedu
Date: Tue 9/17/24
Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

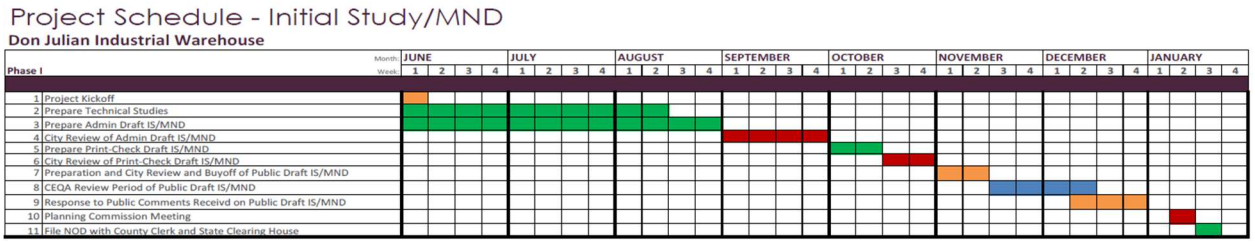

Project Schedule - Initial Study/MND
Don Julian Industrial Warehouse
Phase I
Month:
Week:
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
1 Project Kickoff
2 Prepare Technical Studies
3 Prepare Admin Draft IS/MND
4 City Review of Admin Draft IS/MND
5 Prepare Print-Check Draft IS/MND
6 City Review of Print-Check Draft IS/MND
7 Preparation and City Review and Buyoff of Public Draft IS/MND
8 CEQA Review Period of Public Draft IS/MND
9 Response to Public Comments Receivd on Public Draft IS/MND
10 Planning Commission Meeting
11 File NOD with County Clerk and State Clearing House

EXHIBIT “B”
CERTIFICATES OF INSURANCE

EXHIBIT C
SCHEDULE OF COMPENSATION

PlaceWorks – 2026 Standard Fee Schedule

Staff Level	Hourly Bill Rate
Principal	$210–$345
Associate Principal	$220–$295
Senior Associate II	$200–$280
Senior Associate I	$160–$240
Associate II	$165–$210
Associate I	$150–$195
Project Planner	$125–$185
Planner	$90–$165
Graphics Specialist	$90–$175
Administrator	$145–$250
Clerical/Word Processing/Technical Editor	$75–$175
Intern	$80–$135

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate. Possible yearly increase of 5% on bill rates.

Charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates. 2026_StdFeeSch_2026_01-20

Fehr & Peers

Hourly Billing Rates

Classification	Hourly Rate
Principal	$280.00 - $460.00
Senior Associate	$240.00 - $335.00
Associate	$215.00 - $290.00
Senior Engineer/Planner	$165.00 - $240.00
Engineer/Planner	$140.00 - $200.00
Senior Engineering Technician	$160.00 - $255.00
Senior Project Accountant	$125.00 - $190.00
Senior Project Coordinator	$135.00 - $225.00
Project Coordinator	$120.00 - $190.00
Technician	$155.00 - $195.00
Intern	$100.00 - $160.00

- *Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the current IRS approved rate (70 cents per mile as of Jan 2025).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.*
- *The charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.*

FEE SCHEDULE

Effective January 1, 2026

TITLE	PER HOUR
Principal Engineer	$ 316.00
Associate Principal Engineer	$ 284.00
Director	$ 259.00
Manager	$ 247.00
Transportation Engineers	
Senior Transportation Engineer	$ 235.00
Transportation Engineer III	$ 208.00
Transportation Engineer II	$ 178.00
Transportation Engineer I	$ 153.00
Transportation Planners	
Senior Transportation Planner	$ 208.00
Transportation Planner III	$ 178.00
Transportation Planner II	$ 153.00
Transportation Planner I	$ 135.00
Signal System Specialist	
Senior Signal System Specialist	$ 235.00
Signal System Specialist III	$ 208.00
Signal System Specialist II	$ 178.00
Signal System Specialist I	$ 153.00
Technical Support	
Engineering Associate III	$ 156.00
Engineering Associate II	$ 151.00
Engineering Associate I	$ 146.00
Engineering Computer Analyst II	$ 144.00
Engineering Computer Analyst I	$ 113.00
Senior CADD Drafter	$ 146.00
CADD Drafter III	$ 135.00
CADD Drafter II	$ 120.00
CADD Drafter I	$ 103.00
Senior Engineering Technician	$ 146.00
Engineering Technician II	$ 135.00
Engineering Technician I	$ 103.00
Word Processor/Secretary	$ 96.00
Engineering Aide I	$ 80.00

Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.

Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.

The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates.

Interim and/or monthly statements will be presented for completed work.

Payment is due within 45 days of the invoice date. Any unpaid balance more than six (6) months past due is subject to a late payment charge of 1.5% per month, in accordance with our standard billing policy and subject to applicable law/contract.

DJ&A Billing Rates

Staff Classification	Billing Rate
Senior Project Manager	$268.00
Project Engineer I	$166.00
Senior Transportation Planner	$178.00
Transportation Planner II	$142.00
Transportation Planner I	$124.00
Graphic Designer	$124.00
Project Administrator	$104.00

All charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates

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the transportation solutions company...

HOURLY BILLING RATES BY CLASSIFICATION

January 1 to December 31, 2026

NAME/JOB CLASSIFICATION	HOURLY RATE
Sandipan Bhattacharjee, Principal	$335
Deepali Chausalkar, Principal	$265
Robert Aguirre, Senior Transportation Planner	$265
Ravi Palakurthy, Lead Transportation Modeler	$265
Transportation Intern	$150
GIS/Graphics Specialist	$165
Word Processer	$165

Travel Charges: At Cost

Translutions billing rates are same for regular business hours and outside

Billing rates for attendance at public meetings, and administrative tasks related to this contract will remain the same as the standard billing rate. If expert witness testimony is required, the billing rate is $500 per hour for Principals.

All submittals are generally submitted in PDF format. If mailing, postage, printing, binding, etc. are required, they will be billed at cost.

Translutions uses the standard IRS mileage rates.

Notes

1) Rates shown are subject to an annual increase on January 1 of each year. The rate of increase is anticipated to be 8% per annum.

2) Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services.

HOURLY BILLING RATES BY CLASSIFICATION

January 1 to December 31, 2027

NAME/JOB CLASSIFICATION	HOURLY RATE
Sandipan Bhattacharjee, Principal	$360
Deepali Chausalkar, Principal	$280
Robert Aguirre, Senior Transportation Planner	$280
Ravi Palakurthy, Lead Transportation Modeler	$280
Transportation Intern	$160
GIS/Graphics Specialist	$170
Word Processer	$170

Travel Charges: At Cost

Translutions billing rates are same for regular business hours and outside

Billing rates for attendance at public meetings, and administrative tasks related to this contract will remain the same as the standard billing rate. If expert witness testimony is required, the billing rate is $500 per hour for Principals.

All submittals are generally submitted in PDF format. If mailing, postage, printing, binding, etc. are required, they will be billed at cost.

Translutions uses the standard IRS mileage rates.

Notes

1) Rates shown are subject to an annual increase on January 1 of each year. The rate of increase is anticipated to be 8% per annum.

2) Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services.

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HOURLY BILLING RATES BY CLASSIFICATION

January 1 to December 31, 2028

NAME/JOB CLASSIFICATION	HOURLY RATE
Sandipan Bhattacharjee, Principal	$380
Deepali Chausalkar, Principal	$300
Robert Aguirre, Senior Transportation Planner	$300
Ravi Palakurthy, Lead Transportation Modeler	$300
Transportation Intern	$170
GIS/Graphics Specialist	$180
Word Processer	$180

Travel Charges: At Cost

Translutions billing rates are same for regular business hours and outside

Billing rates for attendance at public meetings, and administrative tasks related to this contract will remain the same as the standard billing rate. If expert witness testimony is required, the billing rate is $500 per hour for Principals.

All submittals are generally submitted in PDF format. If mailing, postage, printing, binding, etc. are required, they will be billed at cost.

Translutions uses the standard IRS mileage rates.

Notes

1) Rates shown are subject to an annual increase on January 1 of each year. The rate of increase is anticipated to be 8% per annum.

2) Project direct costs are invoiced at actual cost and backup is provided. Direct costs include project-related costs such as transportation, mileage at IRS standard auto mileage rate, subsistence, reproduction, plotting and subcontractor services.

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ECORP Consulting, Inc. – 2026 Rates*

Principal V	$450
Principal IV	$370
Principal III	$315
Principal II	$270
Principal I	$250
Professional XI	$270
Professional X	$245
Professional IX	$225
Professional VIII	$210
Professional VII	$195
Professional VI	$185
Professional V	$175
Professional IV	$160
Professional III	$145
Professional II	$135
Professional I	$125
Technician IV	$120
Technician III	$115
Technician II	$105
Technician I	$95
Project Admin III	$135
Project Admin II	$115
Project Admin I	$105

*Technical and Professional classifications include biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computers, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 12% administrative handling charge.
4. Mileage will be billed at the current IRS rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.
8. Hourly rates will escalate at a rate of 3% per annum.

2026 Schedule of Hourly Rates

BFSA Environmental Services

BFSA Environmental Services (BFSA), a Perennial Environmental company, is located at 14010 Poway Road, Suite A, Poway, CA 92064. Our schedule of hourly rates listed below represents our standard charges for consulting services associated with archaeology, history, paleontology, Native American consultation, and biology.

Consulting Services	Hourly Rate
Principal Consultant	$ 235.00
Project Manager III	$ 180.00
Project Manager II	$ 155.00
Project Manager I	$ 130.00
Project Coordinator	$ 125.00
Senior Historian	$ 155.00
Historian	$ 115.00
Research Assistant	$ 98.00
Senior Archaeologist	$ 155.00
Project Archaeologist	$ 115.00
Archaeological Field Technician II	$ 105.00
Archaeological Field Technician I	$ 90.50
Laboratory Supervisor	$ 125.00
Laboratory Technician II	$ 100.00
Laboratory Technician I	$ 90.50
Senior Paleontologist	$ 145.00
Paleontologist II	$ 115.00
Paleontologist I	$ 100.00
Biological Consultant	$ 155.00
Field Biologist	$ 155.00
Field Biological Technician	$ 155.00
Field Supervisor	$ 125.00
Archaeological/Paleontological Field Monitor II	$ 100.00
Archaeological/Paleontological Field Monitor I	$ 90.50
Native American Monitor	Varies

Support Services

GIS/GPS Mapping Services, Production/Implementation	$ 120.00
Graphics Artist/Draftsperson	$ 85.00
Word Processor/Editor	$ 67.50
Senior Editor	$ 100.50

Reimbursable Items: Copy Charges (B/W- $0.08/copy; Color $0.90/copy); mileage (IRS Rate); postage/delivery charges; and any scanning/binding of documents will be charged at the clerical support rate. Other approved expenses will be billed with receipt and a 10% markup.

Per Diem: Per diem charges will coincide and not exceed federal allowances for the specific projects engaged.

BLACKHAWK
Environmental

2026 BLACKHAWK ENVIRONMENTAL RATE SHEET

Job Title	Hourly Rate
Principal Biologist	$135
Senior Biologist	$123
GIS Analyst	$123
Project Manager	$111
Staff Biologist	$105
Associate Biologist	$92

Rates are effective for the 2026 calendar year. All rates are shown as all-inclusive for the greater San Diego region, which is defined as the coastal slope of San Diego County.

Blackhawk Environmental does not bill vehicle charges, phone charges, office fees, insurance costs, administrative costs, equipment charges, or other direct costs for projects in the greater San Diego region. Mileage reimbursements are also included in these rates, unless projects specify otherwise.

For projects beyond the greater San Diego area, lodging, travel costs, per diems, mileage reimbursements and other direct costs may be charged in addition per current IRS rates.

COGSTONE
PALEONTOLOGY | ARCHAEOLOGY | HISTORY

COGSTONE 2026 FULL FEE SCHEDULE

LABOR CLASSIFICATION	HOURLY RATE	OT*	DT*
Technician/Monitor I	$93.00	$139.50	$186.00
Technician/Monitor II	$105.00	$157.50	$210.00
Administrative Assistant	$100.00	$150.00	$200.00
Night Monitor	$135.00	$202.50	$270.00
SOI Monitor**	$115.00	$172.50	$230.00
SOI Night Monitor**	$145.00	$217.50	$290.00
Supervisor I	$115.00	$172.50	$230.00
Supervisor II	$125.00	$187.50	$250.00
GIS Manager	$150.00	$225.00	$300.00
Field Director	$150.00	$225.00	$300.00
Senior Archaeologist/ Paleontologist	$150.00	$225.00	$300.00
Technical Editor	$135.00	Exempt	Exempt
Senior Administrator	$185.00	Exempt	Exempt
Architectural Historian	$145.00	$217.50	$290.00
Principal Investigator I/ Task Manager I	$145.00	$217.50	$290.00
Principal Investigator II/ Task Manager II	$160.00	$240.00	$320.00
Principal Investigator III/ Task Manager III	$185.00	Exempt	Exempt
Program Director	$220.00	Exempt	Exempt

OTHER DIRECT COSTS	UNIT
Mileage	Current IRS Rate
Expendable Supplies	Actual Cost
Outside Services	Actual Cost

* Hours 9-12 per day are Overtime (x1.5), Hours over 12 per day are Double Time (x2)
** SOI monitor meets the guidelines set forth by the Secretary of the Interior's (SOI) *Standards and Guidelines for Archaeology and Historic Preservation* (36 CFR Part 61).

Any charges invoiced to the City for travel, lodging, and subsistence shall not exceed the current IRS/GSA rates.

Cogstone's rates will be reviewed and escalated annually and are subject to change.

2026 FEE SCHEDULE

2026 STANDARD FEE SCHEDULE*

PROFESSIONAL SERVICES

Principal Professional II	$	250/hr.
Principal Professional	$	200/hr.
Senior Professional II	$	180/hr.
Senior Professional	$	175/hr.
Project Professional II	$	150/hr.
Project Professional	$	135/hr.
Staff Professional II	$	125/hr.
Staff Professional	$	115/hr.
Senior Technician (Non-Prevailing Wage)	$	100/hr.
Senior Technician (Prevailing Wage)	$	125/hr.
Technician (Non-Prevailing Wage)	$	95/hr.
Technician (Prevailing Wage)	$	120/hr.
Senior GIS/CAD Specialist	$	125/hr.
GIS/CAD Specialist	$	110/hr.
Drafting	$	110/hr.
Word Processing/Technical Editor	$	90/hr.

+Overtime rates for Technicians and Office Staff is 1.5 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $450 per hour.

OTHER DIRECT CHARGES

Subcontracted Services		Cost Plus 15%
Outside Reproduction		Cost Plus 15%
Travel, Subsistence, and Expenses		Cost Plus 15%
Company Vehicle	$	100/day
Per Diem (overnight stay)	$	220/day
Arrow GPS Unit	$	120/day
Automobile Mileage (2026 IRS Rate)	$	0.73/mile

*8% Bi-Annual Escalation

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Art Vela, Director of Public Works**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Consideration of Resolution 2026-02UA, Approving a Professional Services Agreement with Water Resources Economics, LLC, in the Amount of $108,805 for Preparation of the City's 2027 Water and Wastewater Rate Study**

STAFF RECOMMENDATION:

Adopt Resolution 2026-02UA

BACKGROUND:

On November 8, 2022, the City Council held a public hearing in accordance with Proposition 218 and adopted Ordinance No. 1587, establishing new water and wastewater rates based on the approved 2022 Water and Wastewater Rate Study. The adopted rate schedule included annual adjustments beginning January 1, 2023, with the final adjustment taking effect January 1, 2027.

Periodic comprehensive rate reviews are a utility-industry best practice. These reviews allow the City to evaluate the current financial condition of each utility and update financial forecasts for current and anticipated costs. The objective is to ensure rate revenues are sufficient to support operations and maintenance, water purchases, wastewater treatment, debt service, capital improvements, regulatory compliance, reserves, and other utility obligations.

This practice is also reflected in the City's proposed updated Budgetary and Fiscal Policies, which will require a comprehensive review of utility rates at least once every five years.

On June 17, 2026, Public Works and Purchasing staff issued a Request for Proposals (RFP) through the City's OpenGov procurement platform. Proposals were due July 20, 2026, and the City received five proposals.

An evaluation committee reviewed and scored the proposals based on qualifications, pricing, experience, professional references, and approach/methodology. The final rankings were as follows:

1. Water Resources Economics, LLC
2. Black and Veatch Corporation
3. Willdan Financial Services
4. Robert D. Niehaus, Inc.
5. Tangibl Group

Based on the committee's evaluation, WRE was ranked as the most qualified firm for the project. WRE

proposed to complete the required scope of work for $108,805.

Scope of Work

- Project management and data review, including budgets, audited financial statements, existing rates, customer billing data, reserve and debt policies, capital improvement plans, master plans, and operating assumptions.
- Development of a financial model with a minimum five-year rate implementation period, a minimum ten-year forecast, alternative rate and capital-funding scenarios.
- Preparation of water and wastewater cost-of-service analyses and legally defensible rate designs that comply with Proposition 218, recover the cost of service, support financial stability, and evaluate customer bill impacts and affordability.
- Evaluation of major utility cost drivers, including Chromium 6 compliance, water conservation and drought conditions, aging infrastructure, wastewater treatment plant improvements, debt financing and reserve requirements.

JUSTIFICATION:

Approval of the proposed agreement is recommended because the current five-year rate schedule concludes with the January 1, 2027 adjustment, and sufficient lead time is needed to complete the financial and cost-of-service analyses, evaluate significant capital and regulatory requirements, conduct public outreach, and complete the Proposition 218 process.

The study will provide a transparent and legally defensible basis for setting rates and a long-term financial plan to help ensure the Water and Wastewater enterprises can fund ongoing operations, maintain appropriate reserves and debt coverage, and address infrastructure and regulatory obligations.

WRE received the highest overall ranking through the City's competitive RFP process; therefore, the proposed agreement represents the best value to the City based on the combined evaluation of qualifications, experience, approach, references, and price.

Staff's recommendation to approve Resolution 2026-02UA, supports the City Strategic Plan, Strategic Initiative 2c. Complete Wastewater Treatment Plan & Recycled Water Upgrades which recognizes the need to address the project's budget shortfalls by evaluating the utility rate structure.

FISCAL IMPACT:

The proposed agreement will be funded by the Water and Wastewater Operations Funds (Funds 660 and 680), allocated as follows:

Water Operations Fund Account 660-6300-471.33-11:	$65,283
Wastewater Operations Fund Account 680-8000-454.33-11:	$43,522
	$108,805

The required appropriations will be included in the Proposed Fiscal Year 2026/2027 Operating Budget.

There is no impact on the General Fund for this item.

ATTACHMENTS:

1. Resolution 2026-02 UA.docx
2. WRE_Proposal_for_Banning_FINAL.pdf
3. WRE_Price_Proposal_for_Banning_FINAL.pdf
4. Contract No. C01285 - Water Resource Economics LLC - Waster & WW Rate Study.docx

RESOLUTION 2026-02 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WATER RESOURCES ECONOMICS, LLC, IN THE AMOUNT OF $108,805 FOR PREPARATION OF THE CITY'S 2027 WATER AND WASTEWATER RATE STUDY

WHEREAS, the Banning Utility Authority is responsible for establishing water and wastewater rates sufficient to fund utility operations, maintenance, debt service, capital improvements, regulatory compliance, reserves, and other utility obligations; and

WHEREAS, the rate schedule established by Ordinance No. 1587 includes a final annual adjustment effective January 1, 2027, and a comprehensive rate study is needed to support rates proposed to take effect thereafter; and

WHEREAS, on June 17, 2026, the City issued a Request for Proposals for preparation of the City's 2027 Water and Wastewater Rate Study, and five proposals were received by the July 20, 2026 deadline; and

WHEREAS, an evaluation committee reviewed and scored the proposals based on qualifications, pricing, experience, professional references, and approach and methodology, and Water Resources Economics, LLC, received the highest overall ranking; and

WHEREAS, Water Resources Economics, LLC, has proposed to perform the required services for an amount not to exceed $108,805, with $65,283 funded by the Water Operations Fund and $43,522 funded by the Wastewater Operations Fund.

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

SECTION 1. The Banning Utility Authority approves the Professional Services Agreement with Water Resources Economics, LLC, in an amount not to exceed $108,805 for preparation of the City's 2027 Water and Wastewater Rate Study, and authorizes the City Manager to execute the agreement and any related documents and to approve necessary non-substantive changes consistent with the intent of this resolution.

SECTION 2. The Utility Authority authorizes the City Manager, or designee, to make any necessary budget adjustments, appropriations, and transfers consistent with 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 25th day of August 2026.

Richard Royce, Chairperson
Banning Utility Authority

ATTEST:

Sandra Calderon, Secretary
Banning Utility Authority

APPROVED AS TO FORM:

Phaedra Norton, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2026-02 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 25th day of August 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Secretary
Banning Utility Authority

Exhibit A
Agreement

Proposal for City of Banning

Water and Wastewater Rate Study

Comprehensive Water and Wastewater Rate Study and Recycled Water Rate Implementation Strategy

July 20, 2026



Water Resources Economics

PROMOTING THE VALUE AND PRICE OF WATER SERVICE

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STATEMENT OF UNDERSTANDING & APPROACH

WRE staff members have advised and developed rates for more than 150 water agencies in California. ***We are known for our thoroughness, technical expertise, and ability to communicate the complexities of rate studies to agency staff, boards and city councils, and the public.*** Our ultimate priority is to develop rate studies that are understandable, equitable, transparent, and legally defensible. We work diligently to make the adoption process as smooth as possible. To achieve that goal, we maintain clear and frequent communication with our client over the project's lifetime, ensuring agreement on data inputs and study methodologies. This includes the Proposition 218 approval process, during which we ensure compliance with all procedural requirements. In our meetings with staff and city council/board members leading up to Proposition 218 adoption, we set aside time to articulate and agree upon communication points that will support a smooth rate-adoption process.

We manage our contracts and control costs by developing a detailed scope of work, sending monthly invoices, and continually checking in with client staff to review progress and deadlines. Our scope of work sets reasonable limits on the number of webinars we conduct and meetings we attend; these limits are reflected in the not-to-exceed cost in our Price Proposal. Should the needs of a project result in more meetings or other services than anticipated, WRE would communicate that possibility to client staff as early as possible and work to amend the contract.

Scope of Work

WRE has organized the tasks outlined in the RFP's Scope of Work based on our experience conducting similar studies for other agencies. The deliverables listed in Section IV.I of the RFP are distributed across the project tasks. These tasks, outlined below, describe WRE's proposed study approach and will help ensure a successful rate study outcome.

Note that although the tasks are listed in numerical order, some may be performed concurrently to ensure that project work is completed efficiently and on schedule.

TASK 1: PROJECT MANAGEMENT, DATA COLLECTION, AND INITIAL REVIEW

Project Kick-off

A successful project starts with an organized kick-off meeting. WRE will conduct a virtual kick-off to review the financial, legal, and political landscape of adopting water, wastewater, and potential recycled rates and to define the City's goals and challenges. Prior to the meeting, WRE will provide a data request list describing the information needed to conduct the study, including audited financial statements and budgets, capital improvement plans, the City's 2018 Integrated Master Plan for the three enterprises, debt and reserve policies, customer billing and usage data, and existing rate structures, ordinances, and resolutions. Following the kick-off meeting, WRE will

prepare a project management plan, project schedule, meeting calendar, and deliverable review schedule to guide the study through completion. The schedule will indicate that new rates will become effective on July 1, 2027. Topics to be discussed during the kick-off meeting include the scope of work, the project schedule, the City's current rate structures, project roles and responsibilities, data gaps, and other concerns that City staff may have.

Once WRE has received and reviewed the requested data and fiscal policies, we will prepare a technical memorandum that outlines our findings and recommendations. These findings will help form the foundation of the financial model that we develop in Task 2.

Project Management

WRE's project team has extensive experience guiding the rate study process successfully from start to finish. As Project Manager, Charles Diamond will be accountable for the successful execution of the scope of work. Our project management approach stresses the importance of clearly defining project roles, expectations, and responsibilities at or before the kick-off meeting. Additionally, we believe that establishing frequent and open communication between City staff and the WRE project team via phone, email, and/or meetings is critical. Throughout the study, WRE will coordinate with representatives from the appropriate City departments to review assumptions, discuss key issues, and obtain input on technical analyses and recommendations. To adhere to the project schedule, the WRE team will work to schedule meetings with City staff well in advance of the target meeting date. We will provide monthly project updates and monthly project invoices that detail the tasks completed and the remaining budget for each task.

Quality Assurance Process

We pride ourselves on accurate, high-quality work, and we achieve this through a rigorous quality assurance process. Each project has multiple checkpoints to ensure the accuracy and validity of the data, technical analyses, and methodologies we use to develop the City’s project deliverables. Our process includes rate revenue reconciliations to validate customer data, input summaries for City staff, and independent reviews of the financial plan, cost-of-service analysis, rate calculations, and reports.

We pride ourselves on accurate, high-quality work, and we achieve this through a rigorous quality assurance process. Each project has multiple checkpoints to ensure the accuracy and validity of the data, technical analyses, and methodologies we use to develop the City's project deliverables. Our process includes rate revenue reconciliations to validate customer data, input summaries for City staff, and independent reviews of the financial plan, cost-of-service analysis, rate calculations, and reports.

Meetings:

- One virtual kick-off meeting with City staff

Deliverables:

- Data request list in Microsoft Word

- Detailed project management plan and schedule with all deadlines, deliverables, and review meetings
- Technical memorandum outlining fiscal policy refinements and reserve recommendations in Microsoft Word and PDF formats
- Kick-off meeting presentation in Microsoft PowerPoint
- Kick-off meeting minutes in Microsoft Word
- Monthly progress reports and project updates (as requested)
- Monthly invoices and cost billings (as requested)

TASK 2: COMPREHENSIVE FINANCIAL MODEL DEVELOPMENT

At the outset of the study, WRE will review the financial and operational information, financial policies, and planning documents for the City's water, wastewater, and recycled water enterprises, including the 2018 Integrated Master Plan and other planning documents, to establish the assumptions and planning horizons that will form the basis of the financial plan and rate analysis.

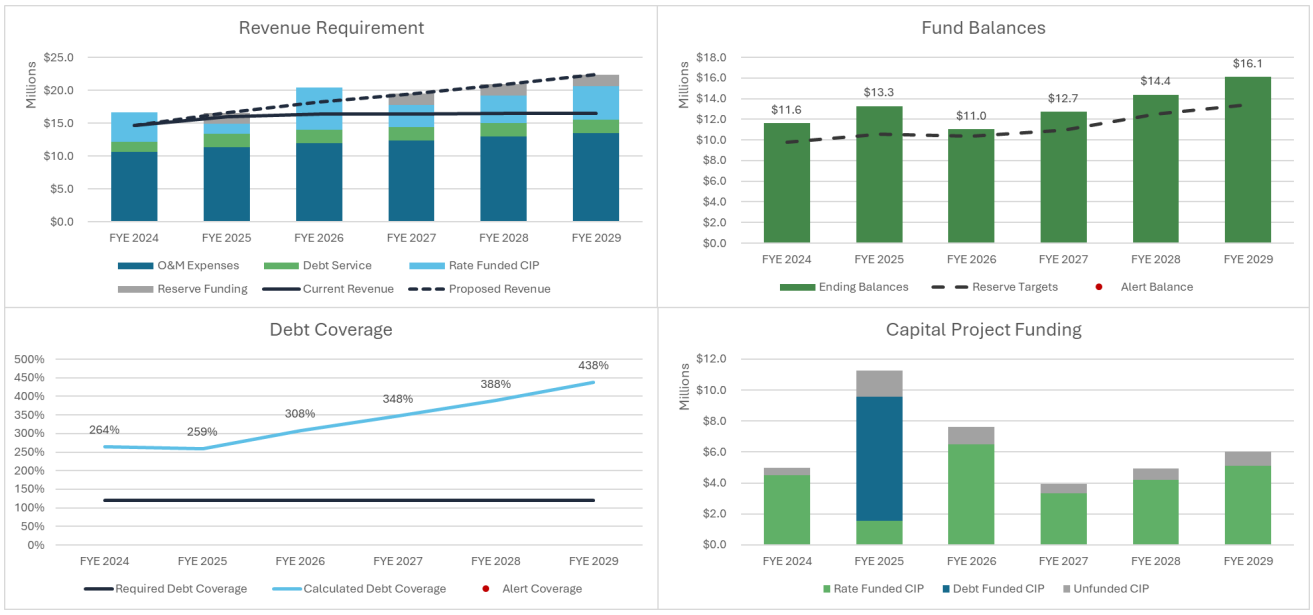
As part of the review, WRE will evaluate capital funding needs, debt service requirements, and reserve funding levels and policies. We will work closely with City staff to identify the most accurate assumptions for projecting future costs. We understand that in conducting this financial review, the City aims to maintain financial stability while meeting the enterprises' capital investment needs and legal and policy obligations.

WRE will develop a long-range financial plan model in Microsoft Excel to 1) assess the financial health of the City's water, wastewater, and recycled water enterprises and 2) evaluate the level of revenue adjustments required to ensure long-term fiscal sustainability. The model will support a minimum five-year rate implementation period and a minimum ten-year financial forecast, with the flexibility to evaluate longer planning horizons as needed. Projecting revenue adjustments over a multi-year planning horizon illustrates future rate impacts and potential challenges to the enterprises' financial health. This information allows the City to plan expenses, monitor reserve balances, and schedule capital improvements to smooth rate impacts. We strive for smooth revenue adjustments and minimal rate impacts while achieving financial sufficiency and resiliency. For example, strategic timing of capital expenditures and the use of reserve funds can help mitigate rate fluctuations and avoid steep increases.

Also described in Task 3, WRE will develop a non-proprietary Excel-based rate model to calculate proposed water, wastewater collection, and potential recycled water rates based on the revenue requirements determined in the financial review. The model will be able to show outcomes under both the current and proposed rate structures, evaluate at least three alternative rate adjustment scenarios over the five-year implementation period, evaluate rate impacts by customer class and usage level, and include functionality for analyzing affordability, equity, and revenue stability.

WRE understands the importance of developing a user-friendly, transparent, and flexible Excel-based model that City staff can use for future financial planning. Our financial model will be custom-built for the City's needs and will include a financial plan dashboard. The dashboard is an effective tool to visually assess how each assumption or scenario impacts the financial plan and is instrumental in the decision-making process. The dashboard can:

- Change various assumptions such as capital improvement spending, projected changes in water usage, magnitude and timing of revenue adjustments, inflation factors, etc.
- Flag errors and problematic results such as failure to meet debt coverage and coming in below reserve targets.
- Perform sensitivity analyses and various "what-if" scenarios, so that impacts can be viewed instantaneously with built-in graphics.



In addition to check-in meetings during the development of the financial model, WRE will hold one virtual model training session with City staff, where we cover updates, scenario testing, and troubleshooting.

Meetings:

- Up to five meetings total
  - Four virtual check-in meetings with City staff
  - One virtual model training session with City staff

Deliverables:

- Meeting presentations in Microsoft PowerPoint
- Comprehensive Financial Model in Microsoft Excel

TASK 3: COST OF SERVICE AND RATE DESIGN

The cost-of-service task provides the defensibility needed to meet Proposition 218's proportionality requirement. By allocating revenue requirements to customer classes based on cost components, the analysis articulates a rationale for the charges assigned to each customer class.

Water Cost of Service

WRE will conduct a water cost-of-service analysis (COSA) in accordance with industry standards and methodologies outlined in the *M1: Principles of Water Rates, Fees, and Charges, Eighth Edition* manual published by the American Water Works Association (AWWA). The COSA will utilize the AWWA-approved Base-Extra Capacity method, which focuses on different water usage patterns. The COSA is necessary to ensure a defensible nexus between the costs incurred by the City for providing water service and the rates charged to customers for that service. The COSA will allocate the water rate revenue requirements to cost causation components and then to the associated rates and charges, taking into account the demand characteristics of different customer classes. This ensures that customer charges are commensurate with the costs incurred by the City to provide water services, as required by Proposition 218. WRE will clearly distinguish between fixed and variable costs and work with City staff to determine the appropriate level of fixed cost recovery, recognizing the advantages and disadvantages of a higher fixed charge while balancing revenue stability, affordability, and customer bill impacts.

Wastewater Cost of Service

WRE will conduct a wastewater COSA in accordance with industry standards and methodologies outlined in the *Manual of Practice No. 27: Financing and Charges for Wastewater Systems, 5th Edition* published by the Water Environment Federation (WEF). The COSA is necessary to ensure a defensible nexus between the costs incurred by the City's wastewater enterprise and the rates charged to customers for wastewater service. The analysis will evaluate fixed, volumetric, and strength-based cost components, along with treatment, collection, and administrative costs to develop equitable cost allocations among customer classes. As above, the wastewater COSA will allocate the wastewater rate revenue requirements to cost causation components and then to the associated rates and charges. This ensures that wastewater system costs are distributed equitably and proportionately in compliance with Proposition 218.

Water and Wastewater Rate Design

This task includes a detailed review of the City's existing water and wastewater rate structures and the development of proposed rates. The overall goal is to design proposed water and wastewater rates that are equitable, legally defensible, and financially sustainable, and minimize the financial burden on customers while considering the appropriate balance between fixed and volumetric revenue recovery.

As described in Task 2, an Excel-based rate model will be developed to calculate proposed water and wastewater rates based on the rate revenue requirement determination under both the

current and alternative rate structures selected for consideration. Proposed rates will be calculated for a five-year period. The rate model will include sample customer bill comparisons to evaluate the impact of the proposed rate changes on various types of customers. These calculations will illustrate the impacts on customers due to changes in the financial plan, cost of service allocations, and rate structure, aiming to design rates that avoid rate shock.

In coordination with the COSA, the rate study will evaluate opportunities to refine the City's existing water and wastewater rate structures to improve equity, cost recovery, and compliance with Proposition 218, all in accordance with cost causation principles.

WRE will also evaluate the effects of conservation and drought conditions on potable water demand, utility revenues, and long-term financial stability. Consistent with the City's Water Shortage Contingency Plan, we will review and recommend updates to the City's drought surcharge methodology. We will also review the City's existing Tertiary Charge and recommend revisions based on the cost of providing tertiary-treated water and the City's long-term recycled water objectives (see Recycled Water Rate Implementation Strategy below).

Finally, WRE will compare the City's rate structures, calculation methodologies, customer charges, and representative customer bills with neighboring agencies and utilities of similar size and service characteristics to provide additional context for the proposed rates.

Recycled Water Rate Implementation Strategy

Recognizing that the City does not currently have adopted recycled water rates, WRE will develop an initial recycled water rate implementation strategy to support future recycled water deliveries. The strategy will evaluate alternative approaches, including phased implementation, a discount from potable water rates where supportable, and other rate structures that encourage recycled water use. We will also evaluate how recycled water supplied from wells and water reclamation facilities may affect potable water consumption and potable water revenues during the rate implementation period. WRE will present the implementation strategy in a technical memo and incorporate it into the financial model and rate model to the extent desired by the City.

Meetings:

- Up to two virtual meetings with City staff

Deliverables:

- Meeting presentations in Microsoft PowerPoint
- Cost-of-service analysis in Microsoft Excel
- Technical memo outlining cost-of-service analysis results in Microsoft Word and PDF formats
- Water, wastewater, and recycled water rate model in Excel
- Technical memo presenting the Recycled Water Rate Implementation Strategy

TASK 4: UTILITY-SPECIFIC ANALYSIS REQUIREMENTS

As WRE develops the financial model described in Task 2, we will evaluate the financial condition and long-term sustainability of the City's water, wastewater, and recycled water enterprises. The financial model will provide the framework for assessing the adequacy of existing and projected revenues, evaluating capital and operating needs, and testing alternative funding strategies to ensure that each enterprise remains financially resilient while meeting its service obligations.

Water Utility
Using the financial model, WRE will evaluate whether current and projected water revenues can sufficiently fund the operation and improvement of the City's water infrastructure, from reservoirs to water lines. The analysis will incorporate operations, maintenance, capital, and compliance costs associated with California's Chromium 6 Maximum Contaminant Level requirements, including treatment, monitoring, engineering, permitting, and financing assumptions. We will also evaluate the effects of conservation and recycled water implementation on potable water demand, system operations, and long-term revenue recovery to help ensure the financial sustainability of the water enterprise.

Wastewater Utility
Also using the financial model, WRE will evaluate whether current and projected wastewater revenues are sufficient to operate and improve the City's wastewater infrastructure, including collection lines and treatment facilities. Consistent with the financial planning scenarios developed in Task 2, WRE will evaluate funding alternatives for an upgraded wastewater treatment plant capable of producing recycled water. The analysis will consider one- and two-phase implementation approaches, project timing, debt financing, grant funding opportunities, pay-as-you-go funding, and the resulting customer bill impacts to help identify a financially sustainable implementation strategy.

Recycled Water/Non-Potable Water Utility
Recognizing that the City's recycled water system will likely evolve during the planning period, WRE will evaluate the existing and planned recycled water system, anticipated water sources, potential customer base, timing of initial deliveries, operating and maintenance costs, replacement needs, and capital funding requirements. The evaluation will identify costs that should be recovered directly from recycled water customers and those that may be defensibly allocated to other utility customers based on system-wide benefits. As actual operating costs, customer demand, and system usage become known, the financial model will provide a practical framework for updating recycled water rates and refining the long-term financial strategy for the enterprise.

Meetings:

- Up to three virtual meetings with City staff

Deliverables:

- Meeting presentations in Microsoft PowerPoint

- As-needed technical memos for each utility-specific analysis

TASK 5: LEGAL, POLICY, AND IMPLEMENTATION SUPPORT

For each enterprise, the COSA leads to unit charges that comply with Article XIII D (Proposition 218) of the California Constitution. Because they are based on the COSA, the proposed rate structures and adjustments from Task 3 are likewise defensible. To demonstrate this compliance, however, WRE and the City must produce a thorough and digestible administrative record that justifies all charges and projected revenues.

Administrative Record

Covering all three enterprises, the rate study report will serve as the foundation of the City's administrative record to meet Proposition 218 (Article XIII D of the California Constitution) requirements. The report will describe the assumptions, methodologies, results, cost allocations, and calculations used to develop the proposed water, wastewater, and (if applicable) recycled water rates. Thorough, detailed, and digestible, WRE's reports demonstrate a clear nexus between the costs of providing services and the rates charged to customers for those services. City staff and legal counsel will review and provide input on a draft report, which WRE will incorporate into a final report for City Council consideration and adoption.

Proposition 218 Support

In the lead-up to the Proposition 218 hearing, WRE will work closely with City staff to prepare all materials needed to support the rate adoption process, such as public notices, rate schedules, and ordinances. Please see Attachment A at the end of this document for sample Proposition 218 notices created by WRE's Strategic Communications lead Stephanie Guida.

Meetings:

- One virtual meeting with City staff

Deliverables:

- Meeting presentations in Microsoft PowerPoint
- Draft and final Rate Study Reports
- Materials to assist with the Proposition 218 process, such as notices, rate schedules, and ordinances.

TASK 6: PUBLIC OUTREACH, COMMUNICATION, AND MEETING SUPPORT

WRE will work closely with City staff to develop a public outreach and communication strategy that explains the need for the proposed rates. The outreach strategy will emphasize transparency and help the City communicate the value of its water and wastewater services.

Public Outreach Materials

As we work on the tasks above, WRE will prepare presentation materials to support meetings with City staff, the City Council, and other stakeholders. Presentation materials will communicate technical information in a clear and accessible manner through graphics, charts, bill impact examples, rate scenario comparisons, and other visual aids that help explain the proposed rate adjustments. WRE will also assist with the development of frequently asked questions, website content, public notices, press releases, social media content, talking points, and other outreach materials.

In addition to the Proposition 218 notice described in Task 5, WRE will develop a one-page, double-sided flyer that explains the need for rate adjustments and describes the Proposition 218 process. It will use clear language, visual aids, and the proposed rate schedules.

Meeting Support

WRE will provide meeting facilitation and technical support throughout the rate study process. Members of our project team will attend public meetings, committee meetings, workshops, and City Council meetings to present technical findings and assist City staff in communicating the proposed rate adjustments.

As reflected in our Price Proposal, we have budgeted one in-person meeting and four virtual meetings/workshops for this task, but can adjust as necessary to attend additional in-person meetings.

Meetings:

- Two virtual workshops with the Budget and Finance Committee
- Two virtual workshops with the City Council
- One in-person Proposition 218 hearing

Deliverables:

- Meeting/workshop presentations in Microsoft PowerPoint
- All public outreach materials in Microsoft Word, PDF, and/or online formats

PROJECT SCHEDULE

A proposed project schedule is shown below, assuming a notice to proceed in late August 2026. The proposed timeline outlined below assumes 1) that all requested data items will be provided to WRE in a timely manner, and 2) that City staff will have sufficient availability for WRE to schedule virtual check-in meetings in a timely manner. We will work with City staff to determine the most appropriate schedule to complete the scope of work during the kick-off meeting.

Task	Key Deadlines
TASK 1 **Project Management, Data Collection, and Initial Review**	• **September 2026:** Kick-off meeting • **End of September 2026:** All requested data items received by WRE
TASK 2 **Comprehensive Financial Model Development**	• **September 2026:** Begin developing financial plan • **November 2026:** Finalize financial plan • **November 2026:** City Council workshop #1 (virtual); Budget & Finance Committee workshop #1 (virtual)
TASK 3 **Cost of Service and Rate Design**	• **December 2026:** Finalize cost-of-service analysis and rate design • **December 2026:** City Council workshop #2; Budget & Finance Committee workshop #2 (virtual)
TASK 4 **Utility-Specific Analysis Requirements**	• **November 2026:** In tandem with the financial model, finalize utility-specific analyses
TASK 5 **Legal, Policy, and Implementation Support**	• **February 2027:** Final rate study report received by City Council • **February 2027:** Mail Prop. 218 Notices • **April 2027:** Prop. 218 public hearing (City Council meeting #3; in-person)
TASK 6 **Public Outreach, Communication, and Meeting Support**	• **Ongoing:** Deliver communications materials as needed for the duration of the study

COMPANY INFORMATION

Our proposed project team has extensive experience conducting water and wastewater rate studies in California, including for many agencies in Southern California. We understand the regulatory, political, and financial constraints that most agencies face when adopting new rates.



Rate & Financial Strategy



Financial Planning & Capital Investment



Governance, Communication & Oversight

Sanjay Gaur is an expert in facilitating and presenting at in-person public meetings with elected officials at all stages of the rate-setting process. This includes customer outreach sessions, rate

workshops with elected officials, and public hearings to comply with Proposition 218 requirements. All WRE's consultants have experience distilling complex, technical concepts into easy-to-understand presentations, financial and rate models, and reports. Our approach puts the client first: we prioritize clear and effective communication with staff, elected officials, and the public throughout the rate study process. We take great pride in our high-quality work and in our ability to help agencies navigate a changing utility rate landscape.

Company Overview

Water Resources Economics, LLC (WRE) is a nine-person team that has been in business for five years. We specialize in conducting financial planning, cost-of-service rate studies, and capacity charge studies for water and wastewater utilities in California. ***Our goal as a firm is to communicate and promote the value of water service.*** Over the last 25 years, Sanjay Gaur, the proposed Project Director, has successfully assisted over 100 water and wastewater agencies in California with financial planning and rate-setting consulting engagements. Charles Diamond, who has over nine years of rate-study experience, assisting over 40 agencies, will serve as Project Manager.



Relevant Projects

Below is a partial list of water and sanitation (or wastewater) financial planning and cost-of-service rate studies in which at least one project member served in the role of Project Manager or Project Analyst.

Agency	Study
Amador Water Agency	Water and Wastewater Rate and Connection Fee Study
Beaumont-Cherry Valley Water District	Water Rate Study
Central Contra Costa Sanitation District	Wastewater Cost of Service and Rate Study Update, Capacity Fee Calculation
City of Brentwood	Water and Wastewater Rate Study
City of Calexico	Water and Sewer Rate Study
City of Camarillo	Water and Wastewater Rate Study
City of Carpinteria	Sewer Rate and Fee Study
City of Chowchilla	Water and Wastewater Rate Study

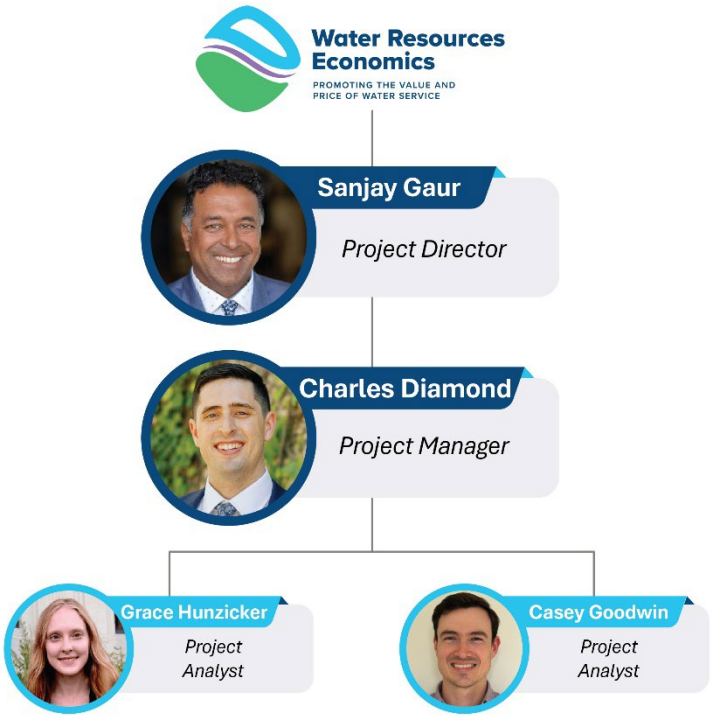
Agency	Study
City of Corona	Water, Reclaimed Water, and Wastewater Rate Study
El Dorado Irrigation District	Water, Recycled Water, and Wastewater Facility Capacity Charge Update Study
City of Escondido	Water and Wastewater Rate Study
City of Hayward	Water and Wastewater Rate Study, Connection Fee Study
City of Hollister	Sewer Rate Study
City of Huntington Beach	Sewer Rate Study
City of La Habra	Water and Wastewater Rate Study
City of Long Beach	Water, Recycled Water, and Wastewater Financial Plan Model
City of Malibu	Wastewater and Recycled Water Rates Updates
City of Merced	Water and Sewer Rate Study
City of Ontario	Water, Wastewater, and Recycled Water Rate Study
City of Pleasanton	Water, Wastewater, and Recycled Water Rate Study
City of Redlands	Wastewater and Non-Potable Water Rate Study
City of Rio Vista	Water and Sewer Rate and Impact Fee Study
City of San Clemente	Water and Wastewater Rate Study
City of Santa Cruz	Water Rate Study, Connection Fee Study
City of Sierra Madre	Water and Sewer Rate Study
City of Simi Valley	Sewer Rate Study
City of Tacoma (Washington)	Wastewater, Stormwater, and Solid Waste Rate Study
City of Thousand Oaks	Water and Wastewater Cost of Service and Financial Plan Studies; Water and Wastewater Connection Fee Study
City of Ventura	Water and Wastewater Rate Study
City of Vista	Sewer Rate and Connection Fee Study
City Watsonville	Water, Sewer, and Solid Waste Rate Study
Crescenta Valley Water District	Water and Wastewater Rate Study
East Bay Municipal Utility District	Water and Wastewater Cost of Service Rate Study
Elsinore Valley Municipal Water District	Water and Recycled Water Rate Study, Capacity Fee Study, and Wastewater Rate Study
Fallbrook Public Utilities District	Water, Wastewater, and Recycled Water Rate Study
Imperial County Gateway County Service Area	Water and Wastewater Rate Study
Jurupa Community Services District	Water Budget Rate Study
Las Virgenes Municipal Water District	Water, Recycled Water, and Wastewater Rate Study

Agency	Study
Los Alamos Community Services District	Water and Wastewater Rate Study
San Bernardino Valley Water District	Water Rate Study
San Francisco Public Utilities Commission	Water and Wastewater Rate Study
San Gorgonio Pass Water Agency	Wholesale Water Rate Study
Scotts Valley Water District	Water and Recycled Water Rate Study
South Mesa Water Company	Water Rate Study
Temescal Valley Water District	Water, Recycled Water, and Wastewater Cost of Service Study
Western Municipal Water District	Financial Plan, Capacity Fees, and Water Budget Rate Studies
Yorba Linda Water District	Sewer and Water Budget Rate Study, Financial Plan Study, and Cost of Service Rate Study

COMPANY PERSONNEL

Project Staffing

Our proposed project team for this engagement consists of four team members. Sanjay Gaur will serve as Project Director, Charles Diamond as Project Manager, and Casey Goodwin and Grace Hunzicker as Project Analysts. As Project Manager, Charles will be the primary point of contact for the City. Stephanie Guida, our Strategic Communications lead, will provide Proposition 218 and public outreach support, while additional staff will provide QA/QC support. Resumes for all core and supporting staff are included in the Additional Information section. ***Our team is small by design: we can work efficiently and provide a high-touch client experience to ensure a successful study.***



Project Team Qualifications

SANJAY GAUR, PROJECT DIRECTOR

Key Tasks:	Lead overall project direction, provide policy guidance, advise on rate-study methodology and Proposition 218 requirements.
Location:	Culver City, California

Statement of Qualifications:
Sanjay has more than 25 years of financial and rate consulting experience with water and wastewater utilities and has served as a consultant to more than 100 agencies in California, Arizona, Nevada, and the Caribbean. He has provided his insight into utility rate and conservation-related matters through articles in *Journal AWWA* and other publications and served as an expert source on rates development, with quotations in the *Los Angeles Times* and *New York Times*. He has co-authored several industry guides, including AWWA's *Manual M1 Principles of Water Rates, Fees and Charges, 7th Edition;* AWWA's *Water Rates, Fees, and the Legal Environment, Second Edition;* and *Water and Wastewater Finance and Pricing: The Changing Landscape*.

He is a member of AWWA's Rates and Charges Committee. Sanjay was a Peace Corps volunteer in Bulgaria. He holds a master's degree in Applied Economics from UC Santa Cruz and a Master in Public Administration - International Development from the Kennedy School of Government, Harvard University.

CHARLES DIAMOND, PROJECT MANAGER

Key Tasks:	Serve as main contact for City staff, manage project schedule and budget, lead project tasks and analyses, review and evaluate project deliverables, ensure successful execution of scope of work
Location:	Monrovia, California

Statement of Qualifications:
Charles has more than nine years of financial and rate consulting experience with water, wastewater, and groundwater agencies and has served as a consultant to more than 35 agencies in California. He has a passion for water management in California and has presented at multiple conferences, including the California Water Policy Conference and the AWWA California-Nevada Section Annual Fall Conference. Before he began his consulting career, Charles worked for The Nature Conservancy in California. He holds a Bachelor of Science degree in Environmental Economics and Policy from UC Berkeley and a Master of Environmental Science and Management degree in Water Resources Management from UC Santa Barbara.

GRACE HUNZICKER, PROJECT ANALYST

Key Tasks:	Perform financial and rate analyses, collect and analyze data, work with Project Manager to complete project tasks.
Location:	Santa Monica, California

Statement of Qualifications:
Grace has one year of financial and rate consulting experience with water and wastewater utilities and has served as a consultant to more than 10 agencies in California. Grace graduated from UC Berkeley in May 2024 with a Bachelor of Science degree in Environmental Economics and Policy.

CASEY GOODWIN, PROJECT ANALYST

Key Tasks:	Perform financial and rate analyses, collect and analyze data, work with Project Manager to complete project tasks.
Location:	San Francisco, California

Statement of Qualifications:
Casey has over three years of financial and rate consulting experience with water and wastewater utilities and has served as a consultant to more than 20 agencies in California and the greater Northeast. He graduated from Pomona College in 2019 with a Bachelor of Arts degree in Politics and Religious Studies (double major). He graduated from Tufts University with a Master of Science in Sustainable Water Management in 2022. He has published an article in the New England AWWA journal *Water Wayfinder* and was the lead author on a major statewide customer assistance feasibility report for the State of Maine.

STEPHANIE GUIDA, STRATEGIC COMMUNICATIONS

Key Tasks:	Design and draft Proposition 218 notices and other materials (please see Attachment A for samples).
Location:	North Carolina

Statement of Qualifications:
Stephanie is a Strategic Communications Consultant with more than 25 years of experience helping public agencies communicate complex financial and technical information with clarity. She specializes in Proposition 218 public outreach, customer communication, and visual storytelling, developing legally compliant, customer-focused notices, presentations, and engagement materials that help agencies build understanding, transparency, and public confidence. Stephanie combines business expertise with award-winning design to translate complex rate studies and financial planning into clear, accessible communications.

DISCLOSURE

No member of WRE has past or current relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee.

EXPERIENCE & REFERENCES

Water Resources Economics, LLC has been in business for more than five years, filing its Articles of Organization on June 8, 2021 and its Statement of Information on June 15, 2021 with the California Secretary of State. Below is a list of three reference clients for whom we have provided rate study services in the last five years.

BEAUMONT-CHERRY VALLEY WATER DISTRICT
560 Magnolia Avenue
Beaumont, CA 92223

Reference(s):
Sylvia Molina, Director of Finance and Administration
sylvia.molina@bcvwd.gov
(951) 845-9581

WRE conducted a comprehensive water rate study for the Beaumont-Cherry Valley Water District, starting the project in April 2024 and completing it in April 2025. The District engaged WRE to 1) develop a five-year water rate schedule for CY 2025 through CY 2029, 2) evaluate a five-year financial plan scenario to meet financial targets and fund operating costs and capital projects for CY 2025 to CY 2029, and 3) conduct a comparative survey of rates charged by other neighboring Riverside and San Bernardino County water agencies.

SOUTH MESA WATER COMPANY
391 West Avenue L
Calimesa, CA 92320

Reference(s):
David Armstrong, General Manager
darmstrong@southmesawater.com
(909) 795-2401

WRE conducted a rate study for the South Mesa Water Company (SMWC) starting in May 2024 and concluding in February 2025. SMWC engaged WRE to establish a new five-year proposed rate schedule spanning from FY 2025 through FY 2029. SMWC's existing connection fees at the time,

which were one-time fees paid by new connections to SMWC's water system, were also updated as part of this rate study.

SAN GORGONIO PASS WATER AGENCY
1210 Beaumont Ave
Beaumont, CA 92223

Reference(s):
Lance Eckhart, General Manager
leckhart@sgpwa.org
(951) 845-2577

WRE has been working with the San Gorgonio Pass Water Agency since 2022 on various financial analyses, including rate model updates, risk analyses, reserve target updates, and the development of a strategic financial plan. Since September 2025, we have been conducting a wholesale water rate study.

ADDITIONAL INFORMATION

Resume – Sanjay Gaur, President

TECHNICAL SPECIALTIES

-Financial analysis
-Cost of service studies
-Conservation rate structure design
-Connection fee studies
-Public outreach
-Proposition 218 rates

PROFESSIONAL HISTORY

- **Water Resources Economics, LLC**, President (2021-present)
- **Raftelis Financial Consultants, Inc.**, Vice President (2015-2021); Senior Manager (2012-2014); Manager (2009-2012)
- **Red Oak Consulting**, Division of Malcolm Pirnie (2007-2009)
- **MuniFinancial** (2005-2006)
- **A & N Technical Services**, (1999–2003)
- **United States Peace Corps**, Bulgaria (1995-1997)

EDUCATION

- Master in Public Administration - International Development, Kennedy School of Government - Harvard University (2003)
- Master of Science, Applied Economics - University of California, Santa Cruz (1994)
- Bachelor of Arts, Economics and Environmental Studies - University of California, Santa Cruz (1992)

PROJECT EXPERIENCE

- **Alameda County Water District** (CA) - Financial Plan Study and Annual Updates, Conservation Tiered Rate Feasibility Analysis, Drought Rate Study, Water Cost of Service and Rate Study, and other Ad-hoc Support
- **Amador Water District** (CA) – Water and Wastewater Rate Study
- **American Water Company** (CA) - Water Rate Study
- **City of Buckeye** (AZ) – Water Rate Study and Capacity fee
- **Borrego Water District** (CA) – Financial Planning Study, Groundwater Sustainability Plan, Water Rate Study, and Basin Management Evaluation
- **City of Calexico** (CA) - Water and Sewer Rate Study
- **City of Camarillo** (CA) – Water and Wastewater Rate Study, Financial Plan Study, and Cost of Service Study,
- **Carpinteria Sanitary District** (CA) – Sewer Rate and Fee Study
- **Castaic Lake Water Agency** (CA) – Wholesale Water Rate Study, Drought Rates, Rate Analysis, and Facility Capacity Fees
- **Central Basin Municipal Water District** (CA) – Financial Plan
- **City of Chino** (CA) – Water Budget Rate Design, Financial Plan Study and Cost of Service and Rate Design

- **City of Chowchilla** (CA) – Water and Wastewater Rate Study
- **Coastside County Water District** (CA) – Water Rate Study
- **Contra Costa Water District** (CA) – Financial Plan Study, Water Rate Study and Drought Rates Study
- **City of Corona** (CA) – Water Budget Rate Study, Wastewater Capacity Fees Study
- **Cucamonga Valley Water District** (CA) – Financial Plan, Water Conservation Rate Study, and Drought Rates
- **East Bay Municipal Utility District** (CA) – Water and Wastewater Cost of Service and Rate Study
- **Eastern Municipal Water District** (CA) – Water Budget Study and Financial Plan Study
- **East Orange County Water District** (CA) - Water Budget Study, Sewer Capacity Fees Study, and Financial Plan Study
- **Elsinore Valley Municipal Water District** (CA) – Financial Model, Drought Rate Analysis, Water and Recycled Water Rate Study, Capacity Fee Study, and Wastewater Rate Study
- **El Toro Water District** (CA) – Water Budget Study and Recycled Water Financial Plan Study
- **City of Escondido** (CA) – Water and Wastewater Rate Study and Capacity Fees Study
- **Fallbrook Public Utilities District** (CA) – Water, Wastewater and Recycled Water Rate Study
- **City of Florence** (AZ) – Water and Wastewater Rate Study
- **City of Gilbert** (AZ) – Fire Financial Plan
- **City of Glendora** (CA) – Water Budget Feasibility Study
- **City of Gridley** (CA) – Water Rate Study
- **Helix Water District** (CA) – Water Rate and Cost of Service Study
- **Hi-Desert Water District** (CA) – Water Rate Study
- **City of Hollister** (CA) - Sewer Rate and Impact Fee Study, Water Rates Study, and Capacity Fee Study
- **City of Huntington Beach** (CA) - Sewer Rate Study, Water Budget Rate Study, and Financial Plan Study
- **Imperial County Gateway County Service Area** (CA) – Water and Wastewater Rate Study
- **Indio Water Authority** (CA) - User Fee Study and Water Rate Study
- **Inland Empire Utilities Agency** (CA) – Conservation Rate Structure Workshop and Financial Plan Study
- **Inyo County Water Department** (CA) – Water Rate Study
- **Irvine Ranch Water District** (CA) - Conservation Study
- **Jurupa Community Services District** (CA) – Water Budget Study
- **La Habra Heights County Water District** (CA) – Wheeling Rate Study and Financial Plan Study
- **La Puente Valley County Water District** (CA) – Water Rate and Fee Study
- **Las Virgenes Municipal Water District** (CA) – Water Budget Rate Study, Water, RW and WW Financial Plan and Rate Studies, Capacity Fees Study
- **City of Livermore** (CA) – Water Cost of Service Study
- **City of Livingston** (CA) - Water Rate Study
- **City of Lomita** (CA) - Water Rate Workshop
- **City of Long Beach** (CA) - Water, Recycled Water and Wastewater Financial Plan and Rate Studies
- **Los Alamos Community Services District** (CA) – Water and Wastewater Rate Study

- **Los Angeles Department of Water and Power** (CA) - Daily Demand Estimates
- **City of Lynwood** (CA) - Cost Allocation Plan
- **City of Malibu** (CA) – Wastewater and Recycled Water Rate Study
- **Mammoth Community Water District** (CA) – Water Rate Study
- **City of Merced** (CA) - Water and Sewer Rate and Impact Fee Study
- **Mesa Consolidated Water District** (CA) – Financial Plan Study, Cost Comparison Study, Water and Recycled Water Cost of Service and Rate Design Study
- **Metropolitan Water District of Southern California** (CA) – Drought Allocation Model, Long Range Financial Plan, and Cost of Service Evaluation
- **Mill Valley - Tamalpais Community Services District** (CA) – Financial Plan Study
- **Mojave Water Agency** (CA) – Financial Plan Study, Financial Impact Analysis for Water Exchange and Leasing Programs and Water Reliability Rate Development
- **Modesto Irrigation District** (CA) – Stormwater Fee Study
- **Monterey Peninsula Water Management District** (CA) - Water Budget Study
- **Municipal Water District of Orange County** (CA) - Conservation Potential Study and Rate Study
- **City of Newport Beach** (CA) – Water Rate Study
- **City of Palo Alto** (CA) – Water Cost of Service and Rate Study
- **Pasadena Water and Power** (CA) - Water Cost of Service and Rate Design Study
- **Placer County Water Agency** (CA) – Cost of Service, Rate, and Financial Plan Study
- **City of Pomona** (CA) – Rate Study
- **City of Port Hueneme** (CA) - Water and Solid Waste Rate Study
- **City of Orange** (CA) – Water and Sanitation Rate Study
- **Rancho California Water District** (CA) – Water Budget Rate Study, Water Demand Offset Fees, Commercial Water Budget Revision Study, Alternative Water Supply Feasibility Analysis
- **City of Reno** (NV) – Wastewater Rate Study
- **City of Rio Vista** (CA) - Water and Sewer Rate and Impact Fee Study
- **Rubidoux Community Services District** (CA) – Rate Advisor
- **Salton Community Services District** (CA) – Sewer Rate Study
- **San Benito County Water District** (CA) – Water Rate Study
- **City of San Clemente** (CA) – Water and Wastewater Rate Study
- **San Diego County Water Authority** (CA) - Indexing Model and Wholesale Water Rate
- **San Gorgonio Pass Water Agency** (CA) – Long Range Strategic Financial Plan
- **City of San Juan Capistrano** (CA) – Water Rate Study
- **Santa Clara Valley Water District** (CA) - Project Evaluation - Water Conservation Project
- **Santa Clarita Water District** (CA) – Retail Water Rate Study
- **City of Santa Cruz** (CA) - Financial Plan, Water Budget Feasibility Analysis, Cost of Service and Rate Study, Drought Rate Study, Capacity Fees Update and Water Demand Offset Fees Analysis, and Alternative Water Supply Feasibility Analysis
- **Scotts Valley Water District** (CA) – Water and Recycled Water Rate Study
- **City of Shasta Lake** (CA) – Water Rate Study and Water and Wastewater Capacity Fee Study

- **City of Sierra Madre** (CA) – Water and Sewer Rate Study
- **City of Signal Hill** (CA) – Water Rate and Cost of Service Study
- **City of Simi Valley** (CA) – Sewer Rate Study
- **Soquel Creek Water District** (CA) – Water Rate Structure Study
- **South Coast Water District** (CA) – Water Budget Assessment
- **South Mesa Water Company** (CA) – Rate Structure and Recycled Water Rate Study
- **City of South Gate** (CA) - Water Impact Fee
- **Sunnyslope County Water District** (CA) – Water Rates and Capacity Fees
- **Temescal Valley Water District** (CA) – Water and Sewer Rate Study and Capacity Fee Study
- **Trabuco Canyon Water District** (CA) – Water Rate Study
- **City of Thousand Oaks** (CA) – Water and Wastewater Cost of Service and Financial Plan Study
- **City of Ventura** (CA) – Water and Wastewater Rate Study
- **City of Vista** (CA) - Sewer Rate and Connection Fee Study
- **Walnut Valley Water District** (CA) - Water Rate Study
- **City of Watsonville** (CA) – Utility Enterprise Rate Study
- **Western Municipal Water District** (CA) - Financial Plan, Capacity Fees, and Water Budget Rate Studies
- **Yorba Linda Water District** (CA) - Sewer and Water Budget Rate Study, Financial Plan Study, and Cost of Service Rate Study
- **Zone 7 Water Agency** (CA) – Cost of Service Study and Water Rate Study Update

PUBLICATIONS

- Wittern, M., Gaur, S., "**Protecting Against Water Rate Challenges with the Equivalent of Bear Spray,**" *Journal – American Water Works Association*, March 2022, Volume 114, Issue 2
- Harmon, K., Mukherjee, M., Gaur, S., Atwater D., "**Evaluating Water Saving from Budget-Based Tiered Rates in Orange County, California,**" *Water Economics and Policy*, 2021, Volume 07, No. 2, 2150007
- Gaur, S., Smith, V., Kostiuk, K., "**Mandates and Messaging: How Californians Responded to the State's Historic Drought,**" *Journal – American Water Works Association*, March 2019, Volume 111, Number 3.
- Gaur, S., Magu, D. "**California Water Rate Trends: Maintaining Affordable Rates in a Volatile Environment,**" *Journal – American Water Works Association*, September 2017, Volume 109, Number 9.
- Contributing Author to "**M1 Principles of Water Rates, Fees and Charges**" 7th Edition, American Water Works Association, 2017.
- Gaur, S., Giardina, R.D., Kiger, M.H., Zieburtz, W., "**Committee Report: Ripples from the San Juan Capistrano Decision**," *Journal – American Water Works Association*, September 2016, Volume 108, Number 9.
- Gaur, S., Alikhan, A., Kostiuk, K. "**The Drought is over – Now is the time to develop drought rates,**" *CSMFO Magazine*, July 1, 2016.

- Gaur, S., Alikhan, A., Crea, J. "**Developing Drought Rates: Why Agencies Should Prepare for a Not-So-Rainy Day,**" January 2016, Volume 108, Number 1.
- Gaur, S., Isaac, Habib "**There's Opportunity in the San Juan Capistrano Rates Decision,**" Source California-Nevada Section AWWA, Fall 2015, Volume 29, Number 4.
- Gaur, S., Atwater, D., "**California Water Rate Trends**," *Journal – American Water Works Association*, January 2015, Volume 107, Number 1.
- Contributing Author to "**Water and Wastewater Finance and Pricing: The Changing Landscape,**" 4th Edition, 2015, CRC Press, Editor: George Raftelis.
- Gaur, S., Atwater, D., Cruz, J., "**Why do Water Agencies need Reserves?**" *Journal – American Water Works Association*, November 2014, Volume 106, Number 11.
- Gaur, S., Atwater, D., Lee, J., "**Conservation Rates Offer Options**," CA/NV Section of American Water Works Association, Spring 2014, Volume 28, Number 2.
- Gaur, S., Lim, B., Phan, K., "**California Water Rate Trends**," *Journal – American Water Works Association*, March 2013, Volume 105, Number 3.
- Contributing Author to "**Water Rates, Fees and the Legal Environment,**" 2nd Edition, American Water Works Association, 2010 Editor: C.(Kees) W. Corssmit.
- Hildebrand, M. Gaur, S. and Salt, K. "**Water Conservation Made Legal: Water Budgets and California Law,**" *Journal of American Water Works*, 101:4 April 2009, p.85-89.
- Gaur, S. "**Policy Objectives in Designing Water Rates,**" *Journal of American Water Works*, 99:5 May 2007, p.112- 116.
- Gaur, S., **"Adelman and Morris Factor Analysis of Developing Countries,"** *The Journal of Policy Modeling*, Vol. 19, Issue 4, pp. 407-415, August 1997.

Resume – Charles Diamond, Principal Consultant

Technical Specialties

-Long-term financial plans
-Cost of service studies
-Rate design
-Capacity fee studies
-Excel-based financial models
-Data analysis

Professional History

- **Water Resources Economics, LLC**, Principal Consultant (2025-present); Senior Consultant (2023-2024)
- **Raftelis Financial Consultants, Inc.**, Manager (2023); Senior Consultant (2021-2022); Consultant (2019-2020); Associate Consultant (2017-2018)
- **The Nature Conservancy**, Science & Stewardship Practitioner (2013-2015)

Education

- Master of Environmental Science and Management – Water Resources Management, Bren School of Environmental Science & Management – University of California, Santa Barbara (2017)
- Bachelor of Science, Environmental Economics and Policy - University of California, Berkeley (2013)

Recent Project Experience

- **Alameda County Water District** (CA) - Financial Plan Study, Conservation Tiered Rate Feasibility Analysis
- **Antelope Valley-East Kern Water Agency** (CA) – Annual Water Rate Update Studies
- **Antelope Valley State Water Contractors Association** (CA) – Replacement Water Assessment Study
- **Borrego Water District** (CA) – Water Rate Affordability Assessment
- **City of Brentwood** (CA) – Water and Wastewater Rate Study
- **City of Burbank** (CA) - Water Rate Study
- **Cucamonga Valley Water District** (CA) – Financial Plan, Water Conservation Rate Study, and Drought Rates
- **City of Dixon** (CA) – Water Rate Study
- **City of El Monte** (CA) – Water Rate Study, Water Cost Allocation Plan Study
- **Goleta Water District** (CA) – Water Rate Study
- **City of Huntington Beach** (CA) – Water Rate Study
- **Inyo County Water Department** (CA) – Water Rate Study
- **Jurupa Community Services District** (CA) – Inland Empire Brine Line Rate Study
- **La Cañada Irrigation District** (CA) – Water Rate Study
- **Las Virgenes Municipal Water District** (CA) –Water, RW, and WW Financial Plan and Rate Studies
- **City of Lincoln** (CA) – Water Rate Study

- **City of Long Beach** (CA) - Water, Recycled Water, and Wastewater Financial Plan, Water and Wastewater Rate Survey
- **Fox Canyon Groundwater Management Agency** (CA) – Fee Study
- **Marin Municipal Water District** (CA) – Miscellaneous Fee Study
- **Mojave Water Agency** (CA) – Financial Impact Analysis for Water Exchange and Leasing Programs
- **Municipal Water District of Orange County** (CA) – Core Service Charge Allocation Study
- **National Water and Sewerage Authority of Grenada** (Eastern Caribbean) – Water and Sewer Rate Study
- **Olivenhain Municipal Water District** (CA) – Water Rate Study, Water Pass-Through Rate Annual Updates
- **Placer County Water Agency** (CA) – Cost of Service, Rate, and Financial Plan Study, Water Connection Charge Study
- **Rancho California Water District** (CA) – Water Capacity Fee Study, Water Rate Study
- **Sacramento Suburban Water District** (CA) – Water Rate Study
- **San Francisco Public Utilities Commission** (CA) – Water and Wastewater Rate Study
- **Santa Ana Watershed Project Authority** (CA) – Inland Empire Brine Line Rate Model, Inland Empire Brine Line Reserve Policy Study
- **Santa Clarita Valley Water Agency** (CA) – Water Capacity Fee Study
- **Santa Rosa Plain, Sonoma Valley, & Petaluma Valley Groundwater Sustainability Agencies** (CA) - Groundwater Sustainability Agency Fee Analysis and Rate Setting Services
- **Scotts Valley Water District** (CA) – Water and Recycled Water Rate Study
- **South Mesa Water Company** (CA) – Water Rate Study and Connection Fee Update
- **City of Simi Valley/Ventura County Waterworks District No. 8** (CA) - Water Rate Study
- **City of Sonoma** (CA) – Water Rate Study
- **City of Thousand Oaks** (CA) – Water and Wastewater Cost of Service and Financial Plan Studies
- **City of Ventura** (CA) – Water and Wastewater Rate Study, Water and Wastewater Annual Financial Plan Updates, Water Net Zero Fee Study
- **Victor Valley Wastewater Reclamation Authority** (CA) - Sewer Rate and Connection Fee Study
- **City of Watsonville** (CA) – Utility Enterprise Rate Study

Resume – Casey Goodwin, Senior Analyst

TECHNICAL SPECIALTIES

-Long-term financial plans
-Cost of service studies
-Regulated rate tariff filings
-Technical report writing
-Excel-based financial models
-Water, Wastewater, and Stormwater Rate Design
-Affordability Analysis
-Data analysis

PROFESSIONAL HISTORY

- **Water Resources Economics, LLC**, Senior Analyst (2026-present)
- **Raftelis Financial Consultants, Inc,** Consultant (2024-2025), Associate Consultant (2023)

EDUCATION

- Bachelor of Arts, Politics and Religious Studies (double major) – Pomona College (2019)
- Master of Sustainable Water Management – Tufts University (2022)

PROJECT EXPERIENCE

- **City of Ontario (CA) –** Water and Wastewater Cost of Service and Rate Study
- **Bear Valley Water District (CA) –** Regionalization Feasibility Study
- **City of San Bernardino (CA) –** Water and Wastewater Cost of Service and Rate Study
- **City of Westminster (CA) –** Water Cost of Service and Rate Study
- **City of Covina (CA) –** Water Cost of Service and Rate Study
- **Riverview Mobile Park (CA) –** Wastewater Rate Study
- **Ironhouse Sanitation District (CA) –** Wastewater Cost of Service and Rate Study
- **City of Palo Alto Regional Water Quality Control Plant (CA) –** Reserves Study
- **City of Berkeley (CA) –** Wastewater Cost of Service and Rate Study
- **Bay Area Clean Water Agencies (CA) –** Capital Planning Financial Analysis
- **City of Somerville (MA) –** Water, Wastewater, and Stormwater Rate Design; Affordability Analysis
- **State of Maine, Office of the Public Advocate (ME) –** Statewide Customer Assistance Program Feasibility Study
- **Pittsburgh Water (PA) –** Water and Wastewater Cost of Service and Rate Design, Tariff Filing Support, Expert Testimony Preparation
- **City of Salem (MA) –** Water and Wastewater Financial Plan and Rate Design
- **City of Middleborough (MA) –** Water and Wastewater Financial Plan and Rate Design
- **City of West Boylston (MA) –** Expert Testimony Financial Analysis Support
- **City of Canton (MA) –** Water Financial Plan and Rate Design
- **Erie County Water Authority (NY) –** Water Financial Plan and Rate Design, Affordability Analysis

- **City of Dover (NH) –** Stormwater Fee Feasibility Analysis
- **Kennebunk, Kennebunkport, and Wells Water District (ME) –** Tariff Filing Support

Resume – Grace Hunzicker, Analyst

TECHNICAL SPECIALTIES

-Long-term financial plans
-Connection fee studies
-Excel-based financial models
-Data analysis

PROFESSIONAL HISTORY

- **Water Resources Economics, LLC,** Analyst (2024-present)

EDUCATION

- Bachelor of Science, Environmental Economics and Policy - UC Berkeley (2024)

PROJECT EXPERIENCE

- **City of Pleasanton (CA)** – Water and Wastewater Cost of Service and Rate Study
- **Beaumont-Cherry Valley Water District (CA)** – Water Financial Plan Rate Study
- **City of Huntington Beach (CA)** – Water and Wastewater Connection Fee Study
- **Cabazon Water District (CA)** – Water Cost of Service and Rate Study
- **City of Cerritos (CA)** – Water and Wastewater Cost of Service and Rate Study
- **Yorba Linda Water District (CA)** – Water and Wastewater Cost of Service and Rate Study
- **City of Rialto (CA)** – Water and Wastewater Financial Plan Rate Study
- **Twentynine Palms Water District (CA)** – Water Cost of Service and Rate Study
- **Amador Water Agency (CA)** – Water and Wastewater Cost of Service and Rate Study
- **Purissima Hills Water District (CA)** – Water Rate Study
- **Scotts Valley Water District (CA)** – Water Rate Study
- **Peninsula Community Services District (CA)** – Water and Sewer Rate Study

Resume – Stephanie Guida, Prop. 218 Support and Public Outreach

TECHNICAL SPECIALTIES

-Adobe Creative Cloud
-Wix website development
-Social media administration
-CivicPlus website administration

EDUCATION

California Baptist University, Riverside, California, 2006
Masters Studies in Business Administration

Group ESC Business School, Marseille, France, 2002

California State University, San Bernardino, California, 2002
B.S. Business Administration, Management Information Systems Concentration, Minor in Finance

STRATEGIC COMMUNICATIONS

Water Resources Economics, LLC, 2025–Present

- Develops strategic communications for Proposition 218 outreach, translating complex rate studies and financial planning into clear, legally compliant public communications.
- Collaborates with financial consultants, District staff, and legal counsel to develop customer-focused notices, Board presentations, FAQs, websites, newsletters, and outreach materials.

East Valley Water District, 2017–Present

- Graphic Design Consultant supporting customer outreach, annual reports, budgets, newsletters, Proposition 218 communications, capital improvement messaging, and educational campaigns.

Valley County Water District, 2017–Present

- Member of the Public Affairs team providing strategic communications, annual reports, customer education, social media, community engagement, Aquacademy educational programs, and centennial campaign materials.

City of Santa Monica, Water Resources Division, 2021–Present

- Develops customer communication materials supporting water supply, conservation, recycled water, construction outreach, facility projects, and community engagement initiatives.

Southern California Water Utilities Association, 2022–Present

- Develops branding, conference materials, presentations, event graphics, and communication resources supporting member agencies and industry education.

San Bernardino Valley Municipal Water District, 2023–Present

- Develops technical reports, educational publications, activity books, visual communication campaigns, and public outreach materials supporting regional water education.

City of Glendora, Water Division, 2023–Present

- Creates conservation outreach campaigns, customer education materials, promotional giveaways, and public engagement resources supporting water efficiency programs.

La Puente Valley County Water District, 2023–Present

- Strategic communications and graphic design consultant supporting customer outreach, annual reports, social media, newsletters, and community education initiatives.

Public Water Agencies Group/Conservation Education Team, 2023–Present

- Develops social media, presentations, graphic design, and regional communications supporting member agencies and conservation initiatives.

Resume – Hannah Phan, Principal Consultant (QA/QC)

TECHNICAL SPECIALTIES

-Excel-based financial models
-Cost of service rate studies
-Long-term financial plan and analysis
-Capacity fee studies
-Rate structure designs
-Proposition 218

PROFESSIONAL HISTORY

- **Water Resources Economics, LLC,** Principal Consultant (2024-present)
- **Raftelis Financial Consultants, Inc.,** Manager (2017-2022); Senior Consultant (2009-2016); Consultant (2007-2009)

EDUCATION

- Master of Business Administration, Finance – California State University, Los Angeles (2007)
- Bachelor of Science, International Business – California State University, Los Angeles (2006)

PROJECT EXPERIENCE

- **City Of Anaheim (CA) –** Water Cost of Service and Rate Study
- **City of Banning (CA) –** Recycled Water Revenue Program
- **Beaumont-Cherry Valley Water District (CA) –** Water Rate and Connection Fee Study
- **City of Beverly Hills (CA) –** Wastewater Cost of Service and Rate Study
- **City of Brentwood (CA) –** Water and Wastewater Rate Study
- **Calleguas Municipal Water District (CA) –** Water Cost of Service and Rate Study
- **Casitas Municipal Water District (CA) –** Water Cost of Service and Rate Study
- **Castaic Lake Water Agency (CA) –** Water Cost of Service and Rate Study
- **Carpinteria Sanitary District (CA) –** Wastewater Cost of Service and Rate Study
- **Central Contra Costa Sanitation District (CA) –** Wastewater Cost of Service and Rate Study
- **City of Chino (CA) –** Water Cost of Service and Rate Study
- **Clark County Water Reclamation District (NV) –** Wastewater Cost of Service and Rate Study
- **Contra Costa Water District (CA) –** Treated and Untreated Water Cost of Service and Rate Study
- **East Bay Municipal Utility District (CA) –** Water and Wastewater Cost of Service and Rate Study & Capacity Fee Study
- **City of Escondido (CA) –** Water Cost of Service and Rate Study, Wastewater Cost of Service and Rate Study
- **Goleta Water District (CA) –** Water and Wastewater Rates and Connection Fee Study
- **Goleta West Sanitary District (CA) -** Wastewater Cost of Service and Rate Study
- **Jurupa Community Services District (CA) –** Water and Wastewater Cost of Service and Rate Study
- **Kinneloa Irrigation District (CA) –** Water Rate Study

- **City of Livermore (CA) –** Water Cost of Service and Rate Study
- **City of Livingston (CA) –** Water, Wastewater and Solid Waste Rate Study
- **Los Angeles Department of Water and Power (CA) –** Water Rate Study and Wheeling Charge Review
- **Marin Municipal Water District (CA) –** Water Cost of Service and Rate Study, Water Financial Plan Update
- **Napa Sanitation District (CA) –** Wastewater Cost of Service and Rate Study
- **City of North Las Vegas (NV) –** Water and Wastewater Rate Study
- **Olivenhain Municipal District (CA) –** Water, Recycled Water, and Wastewater Rate Study
- **City of Ontario (CA) –** Water, Wastewater, and Solid Waste Cost of Service and Rate Study
- **Palmdale Water District (CA) –** Water Budget Rate Study
- **City of Palo Alto (CA) –** Water Cost of Service and Rate Study
- **City of Pleasanton (CA) –** Water, Recycled Water, and Wastewater Cost of Service and Rate Study
- **City of Redlands (CA) –** Water Cost of Service and Rate Study and Impact Fee Study
- **City of San Diego (CA) –** Wastewater Rate Study and Recycled Water Pricing Study
- **City of Santa Barbara (CA) –** Water, Wastewater, and Recycled Water Cost of Service and Rate Study
- **City of South Pasadena (CA) -** Water Cost of Service and Rate Study and Water Budget Rate Study
- **City of Tacoma (WA) –** Water, Wastewater, and Solid Waste Cost of Service and Rate Study
- **Union Sanitary District (CA) –** Wastewater Cost of Service and Rate Study
- **City of Vallejo (CA) –** Water Cost of Service and Rate Study
- **Vallejo Flood and Wastewater District (CA) –** Wastewater Cost of Service and Rate Study, Property Tax Roll Update, Wastewater Cost of Service and Rate Study Update
- **City of Ventura (CA) –** Water, Wastewater, and Recycled Water Cost of Service and Rate Study
- **Ventura County Public Works Agency (CA) –** Water Cost of Service and Rate Study
- **Zone 7 Water Agency (CA) –** Cost of Service Study and Water Rate Study Update

Resume – Nancy Phan, Principal Consultant (QA/QC)

TECHNICAL SPECIALTIES

-Excel-based financial models
-Cost of service studies
-Water and wastewater rate design
-Technical report writing
-Proposition 218 rates
-Data analysis

PROFESSIONAL HISTORY

- **Water Resources Economics, LLC**, Principal (2023-present)
- **Raftelis Financial Consultants, Inc.**, Manager (2022-2023); Senior Consultant (2020-2021); Consultant (2018-2019); Associate Consultant (2016-2017)

EDUCATION

- Bachelor of Arts, Business Economics - University of California, Irvine (2015)

PROJECT EXPERIENCE

- **Amador Water Agency** (CA) – Water and Wastewater Cost of Service and Rate Study, Water Capacity Fees
- **Antelope Valley East Kern Water Agency** (CA) – Water Cost of Service and Rate Study Update
- **Carpinteria Valley Water District** (CA) – Water Cost of Service and Rate Study, Water Cost of Service and Rate Study Update
- **Central Contra Costa Sanitation District** (CA) – Wastewater Cost of Service and Rate Study Update, Capacity Fee Calculation
- **Coastside County Water District** (CA) – Water Cost of Service and Rate Study and Updates, Water Shortage Rate Study and Updates
- **Contra Costa Water District** (CA) – Treated and Untreated Water Cost of Service and Rate Study
- **City of Corona** (CA) – Water Cost of Service and Rate Study
- **City of Covina** (CA) – Water Cost of Service and Rate Study
- **City of Escondido** (CA) – Water Cost of Service and Rate Study, Wastewater Cost of Service and Rate Study
- **City of Hayward** (CA) – Water Rate Study and Update, Wastewater Rate Study, Water and Sewer Connection Fees, Water Drought Rates
- **King County Wastewater Treatment Division** (WA) – Wastewater Financial Model and Rate Design
- **City of La Habra** (CA) – Water Cost of Service and Rate Study, Wastewater Cost of Service and Rate Study
- **City of La Habra Heights** (CA) – Water Cost of Service and Rate Study
- **Madera County** (CA) – Groundwater Sustainability Agency Rate Study, Groundwater Sustainability Agency Rate Study Update
- **Marin Municipal Water District** (CA) – Water Cost of Service and Rate Study, Water Financial Plan Update
- **Montecito Water District** (CA) – Water Cost of Service and Rate Study
- **City of Monterey Park** (CA) – Water Cost of Service and Rate Study

- **City of Ontario** (CA) – Water and Recycled Water Cost of Service and Rate Study and Update, Wastewater Cost of Service and Rate Study and Update
- **City of Oxnard** (CA) – Water Cost of Service and Rate Study
- **City of Palo Alto** (CA) – Drought Rate Study Update, On-Call Financial Services
- **City of Pasadena** (CA) – Water Cost of Service and Rate Study
- **City of Pleasanton** (CA) – Water, Recycled Water, and Wastewater Cost of Service and Rate Study and Update
- **City of Pomona** (CA) – Water Cost of Service and Rate Study
- **City of Port Hueneme** (CA) – Water Cost of Service and Rate Study
- **Rainbow Municipal Water District** (CA) – Wastewater Cost of Service and Rate Study
- **City of Redlands** (CA) – Water, Wastewater, and Non-Potable Water Cost of Service and Rate Study
- **City of Reno** (NV) – Stormwater Financial Plan and Rate Design
- **City of San Gabriel** (CA) – Wastewater Property Tax Roll, Wastewater Property Tax Roll Update
- **City of Santa Cruz** (CA) – Water Cost of Service and Rate Study, Connection Fee Study, Wheeling Charge Calculation
- **City of Santa Fe Springs** (CA) – Water Cost of Service and Rate Study
- **Seattle Public Utilities** (WA) – Drainage and Wastewater Financial Model, Water Financial Model, Solid Waste Financial Model
- **Selma-Kingsburg-Fowler County Sanitation District** (CA) – Wastewater Cost of Service and Rate Study, Wastewater Cost of Service and Rate Study Update
- **Soquel Creek Water District** (CA) – Alternative Water Rate Design Evaluation
- **City of South Pasadena** (CA) – Water Cost of Service and Rate Study
- **Stanford University** (CA) – Water and Sewer Rate Analysis, Comprehensive Benchmarking Study
- **City of Tacoma** (WA) – Wastewater Rate Study, Solid Waste Rate Study, Solid Waste Rate Study
- **City of Torrance** (CA) – Water Cost of Service and Rate Study
- **Vallejo Flood and Wastewater District** (CA) – Wastewater Cost of Service and Rate Study Update, Property Tax Roll Update
- **Valley Water / Santa Clarita Valley Water District** (CA) – Recycled Water Cost Allocation Evaluation
- **County of Ventura** (CA) – Water Rate Studies (for four Waterworks Districts)
- **Walnut Valley Water District** (CA) – Domestic and Recycled Water Cost of Service and Rate Study
- **West Basin Municipal Water District** (CA) – Wholesale Drinking Water Rate Analysis
- **Zone 7 Water Agency** (CA) – Wholesale Treated Rate Study and Updates, Wholesale Untreated Rate Study and Updates

PUBLICATIONS

- Armstrong, J., Harmon, K., Phan, N., "**The Power of Data to Improve Water Use Efficiency and Conservation,**" *Journal AWWA*, June 2017, Volume 109, No. 6.

ATTACHMENT A

How You Can Participate:

The City welcomes your participation and input throughout the process as they consider the changes explained in this notice. If you have questions or comments about the City's proposed rates, you can:

Write. Property owners or account holders may submit written protests or legal objections by mail or in person to the City of Vista, Office of the City Clerk, 200 Civic Center Drive, Vista, CA 92084. Only one written protest per parcel should be submitted and must include the name of the record owner or customer of record, street address or utility account number, and include original signature.

Protests: Protests must be received by mail no later than May 26, 2026, and you may appear at the May 26, 2026 hearing to make comments regarding the proposed rates. Protests may also be delivered in person and must be received until the May 26, 2026, public hearing is closed.

Legal Objections: To be considered sufficient, a legal objection must be submitted in writing and must describe the nature of the objection with sufficient specificity (enough detail) to allow the City to respond in writing. Written legal objections must be received by May 26, 2026. Pursuant to Government Code Section 53759.1, failure to submit a timely and sufficient written objection will bar any right to challenge the proposed rates in a judicial proceeding. Pursuant to Government Code Section 53759, any judicial action or proceeding challenging any new, increased, or extended water fee or charge must be filed within 120 days from the effective date of the resolution adopting the fee or charge. In any legal challenge, judicial review will generally be limited to the administrative record developed by the District, as provided in Government Code Section 53759.2.

Attend the Public Hearing. Members of the public are welcome to attend the public hearing regarding the proposed rate changes. At the hearing, all members of the public will have the opportunity to speak, but verbal comments alone do not qualify as a formal protest.

Public Hearing Process. At the time of the public hearing, the City will hear and consider all written protests and public comments. After the public hearing, if a majority of the property owners or account holders of the impacted parcels submit written protests in opposition to the proposed rate adjustments, then the proposed rate adjustments will not be imposed. If a majority written protest is not received, the City may adopt the proposed changes, though they are not obligated to.

Proposed changes are described in more detail in the City's Rate Study available by scanning this QR code or visiting ***vista.gov/SewerRates***

CITY OF VISTA
CALIFORNIA
200 Civic Center Drive
Vista, CA 92084

Notice of Public Hearing:
Proposed Adjustments to Sewer Rates

This serves as notice that the City of Vista will conduct a public hearing to consider recommended adjustments to the City's sewer service rates. All members of the public are invited to attend a public hearing to review the proposed rate study.

Public Hearing
Tuesday, May 26, 2026 at 5:30pm
Vista City Council Chambers
200 Civic Center Drive, Vista, CA 92084

CITY OF VISTA
CALIFORNIA



Notice of Public Hearing:

Proposed Adjustments to Sewer Rates

This notice is being furnished to you by the City of Vista (City) pursuant to California Constitution Article XIIID (also known as "Proposition 218"). Under the terms of Proposition 218, the City is required to notify the property owners of record of proposed changes to property-related fees, such as sewer services.

If you are currently serviced by a septic system, please disregard this notice.

Important Information About Your Rates:

Rate adjustments are based on the updated Rate Study presented to the City Council on March 24, 2026.

Additional resources, including details on how to participate in the public hearing and a full copy of the Rate Study are available at: **vista.gov/SewerRates**

Members of the Public are Invited to Review the Rate Study and Attend:

Public Hearing
Tuesday, May 26, 2026 at 5:30pm
Vista City Council Chambers
200 Civic Center Drive, Vista, CA 92084

Details about the proposed sewer rate adjustments are included in this notice.

Why Have You Received This Notice:

You have received this information because the City is evaluating rate adjustments that would affect your sewer bill. The City periodically evaluates sewer rates to ensure sufficient revenue is available to maintain an adequate rate structure to provide safe and reliable sewer service, including:

- Fund Vista's Costs of Operating and Maintaining the Sewer and Sewage Treatment System;
- Meet Regulatory Compliance; and
- Rehabilitate and Reconstruct Aging Infrastructure

The proposed changes are based on a rate study conducted by an independent financial consultant. The research, reasoning and analysis behind the proposed adjustments are explained in this document, will be addressed at the public hearing, and are available on the City's website at: **vista.gov/SewerRates**

The public hearing will cover proposed rate increases for sewer services. If approved, the proposed sewer rate adjustments will take effect July 2026, July 2027, and July 2028.

Please refer to the **"How Can You Participate"** section for instructions on submitting a formal written protest against the proposed action. All written protests will be verified. You may also appear at the public hearing to share any comments or concerns.

Why Are Rate Adjustments Necessary?

The updated rates will allow the City to address the long-term needs of the community, including:

Maintenance, Repair and Upgrade of the City Sewer System

City's Share of the Costs (40%) at the Encina Treatment Facility

Si gustaría obtener esta información en español, por favor visite vista.gov/SewerRates o contáctenos a (760) 639-6139.

What Are The Proposed Changes?

If approved, the average household will see an average annual sewer rate increase of 5.1% on their annual bill beginning July 2026.

Residential customers will see the following increases in the first year.

$36 Single-Family Annual Increase Average

$26 Multi-Family Annual Increase Average

Billing Change: Beginning in July 2026, the City will no longer issue direct bills for sewer services. Instead, the service charges will be collected on your property tax bill.

Lifeline Rebate Program: Residential customers meeting low-income limits qualify for a 30% service charge rebate.

Sewer Services Overview

Once water drains from a sink, bathtub, washing machine, or toilet, it becomes wastewater. In the City of Vista, 215 miles of underground pipes from our homes and businesses lead all of our wastewater into one central pipe, which enters the Encina Wastewater Treatment Facility in Carlsbad. At Encina, all wastewater is cleansed of pollutants before it's released into the ocean. As a result of this collection system and treatment process, public health and water quality are preserved and protected.

In addition to wastewater collection, the City provides water quality protection services. These services protect life, property, receiving waters, and the environment from loss or damage by discharges from within the City's jurisdiction.



Understanding Your Rate Structure

The cost of providing service and service charges are proportionally distributed amongst sewer customers based on usage and strength.

Residential Customers

Residential rates are annual flat charges based on the type of dwelling unit. Commercial and industrial wastewater is composed of two separate rate components:

1. Fixed Charge Based on the Capacity Owned, and
2. Volumetric Charge Based on the Strength of the Wastewater

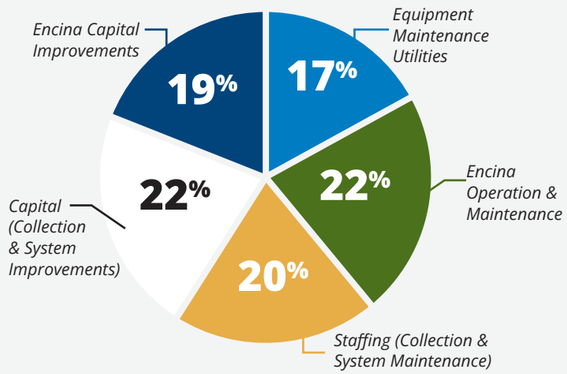
Residential customers within the city generally have very similar wastewater characteristics. This includes the amount of wastewater discharged into the City's pipes as well as the level of treatment required once the sewer water is received by Encina. Since most customers are residential, this flat charge helps the City keep costs low, which translates into savings for our customers.

Commercial Customers

Commercial/Industrial users may be subject to a capacity rental charge based on the volumetric excess flow over sewer capacity owned.

What Does My Sewer Bill Fund?

The sewer system's expenses (as shown below) are primarily fixed in nature, meaning they are not connected to the flow of wastewater through the system. The City's sewer system includes pump stations and over 215 miles of collection pipes located under almost every street in the City. To maintain the system, City crews clean and CCTV pipelines on a cyclical basis.



Proposed Sewer Rates

A proposed three-year schedule of sewer rates are shown below.

City Limits	CURRENT RATES	Proposed July 2026	Proposed July 2027	Proposed July 2028
Residential Per Unit/Year				
Single Family	$ 708	$ 744	$ 785	$ 829
Multi-Family	495	521	550	581
Industrial/Commercial				
Fixed Portion (Per EDU Owned)	$ 177	$ 215	$ 227	$ 240
Strength Portion (Per HCF)				
Low Strength	6.56	6.07	6.41	6.77
Medium Strength	7.70	7.52	7.94	8.38
High Strength	11.00	12.58	13.28	14.02
Capacity Rental Charge				
Per Excess EDU Used	$ 546	$ 671	$ 671	$ 671

1. *Single Family Residential includes condominiums, townhomes and duplexes.*
2. *Multi- Family Residential includes apartments of three or more dwellings units and mobile homes.*
3. *Commercial/ Industrial customer charges vary depending on the type of use, amount of flow, and strength of flow.*
4. *Strength Portion Includes Biochemical Oxygen Demand: amount of oxygen required to stabilize the waste biologically.*
5. *Strength Portion Includes Suspended Solids: solids in wastewater that cannot be removed with conventional gravity settling which requires treatment.*
6. *Capacity Rental Charge Applied to Commercial/ Industrial users who discharge more capacity than they own.*
7. *EDU: Unit of measure which is based on the flow characteristic of an average single- family residence(160 gallons/ day).*
8. *HCF (Hundred Cubic Feet) = 748 Gallons of Water*

As a public agency, the City cannot earn a profit from the services it provides, and must charge no more than the actual costs associated with providing services to its customers.

If you have questions about the proposed rate increase, please contact City staff at (760) 639-6139.

An independent financial consultant conducted a cost-of-service study in partnership with the City. The study includes a legally compliant rate framework that ensures fairness and equity to all customers.

In partnership with our customers, we are dedicated to managing our City's sewer collection system and in protecting our waterways.

How You Can Participate

The District welcomes your participation and input throughout the process as they consider the changes explained in this notice. If you have questions or comments about the District's proposed rates, you can:

Write. Property owners or account holders may submit written protests or legal objections by mail or in person to the Serrano Water District, Attention Clerk of the Board, 18021 East Lincoln Street, Villa Park, CA 92861-6446. Only one written protest per parcel should be submitted and must include the name of the record owner or customer of record, street address or utility account number, and include original signature.

> ***Protests:*** Protests must be received by mail no later than May 27, 2026, and you may appear at the May 27, 2026 hearing to make comments regarding the proposed rates. Protests may also be delivered in person and must be received until the May 27, 2026, public hearing is closed.
>
> ***Legal Objections:*** To be considered sufficient, a legal objection must be submitted in writing and must describe the nature of the objection and alleged noncompliance with sufficient specificity (enough detail) to allow the District to respond in writing. Written legal objections must be received by 4:00pm on May 13, 2026. Pursuant to Government Code Section 53759.1, failure to submit a timely and sufficient written objection will bar any right to challenge the proposed rates in a judicial proceeding. Pursuant to Government Code Section 53759, any judicial action or proceeding challenging any new, increased, or extended water fee or charge must be filed within 120 days from the effective date of the resolution adopting the fee or charge. In any legal challenge, judicial review will generally be limited to the administrative record developed by the District, as provided in Government Code Section 53759.2.

Attend the Public Hearing. Members of the public are welcome to attend the rate study workshop and public hearing regarding the proposed rate changes. At the hearing, all members of the public will have the opportunity to speak, but verbal comments alone do not qualify as a formal protest.

Public Hearing Process. At the time of the public hearing, the District will hear and consider all written protests and public comments. After the public hearing, if a majority of the property owners or account holders of the impacted parcels submit written protests in opposition to the proposed rate adjustments, then the proposed rate adjustments will not be imposed. If a majority written protest is not received, the District may adopt the proposed changes, though they are not obligated to.

SERRANO WATER DISTRICT

18021 East Lincoln Street
Villa Park, California 92861-6446

Notice of Public Hearing:

Proposed Adjustments to Water Rates

This serves as notice that the Serrano Water District will conduct a public hearing to consider recommended adjustments to the District's water service rates. All members of the public are invited to attend a rate study workshop and public hearing to review the proposed rate study.

Rate Study Workshop: Thursday, May 14, 2026 at 5:00pm
Public Hearing: Wednesday, May 27, 2026 at 5:00pm
Board Room, District's Administrative Office
18021 Lincoln Street, Villa Park, CA 92861

Notice of Public Hearing:

Proposed Adjustments to Water Rates

This notice is being furnished to you by the Serrano Water District (SWD or District) pursuant to California Constitution Article XIIID (also known as "Proposition 218"). Under the terms of Proposition 218, the District is required to notify the property owners of record of proposed changes to property-related fees, such as water services.

Important Information About Your Rates

Rate adjustments are based on the updated Rate Study presented to the District's Board of Directors on March 19, 2026. Additional resources, including details on how to participate in the public hearing and a full copy of the Rate Study are available at:
serranowater.org/prop-218-public-hearing

All Members of the Public are Invited to Review the Rate Study and Attend:

Rate Study Workshop
Thursday, May 14, 2026 at 5:00pm
Board Room, District's Administrative Office
18021 Lincoln Street, Villa Park, CA 92861

Public Hearing
Wednesday, May 27,2026 at 5:00pm
Board Room, District's Administrative Office
18021 Lincoln Street, Villa Park, CA 92861

Details about the proposed water rate adjustments and water supply pass-through fees are included in this notice.



Why Have You Received this Notice?

You have received this information because the District is evaluating rate adjustments that would affect your water bill. SWD periodically evaluates water rates to ensure sufficient revenue is available to provide safe and reliable service.

The proposed changes are based on a rate study conducted by an independent financial consultant. The research, reasoning and analysis behind the proposed adjustments are explained in this document, will be addressed at the rate study workshop and public hearing, and are available on the District's website at: **serranowater.org/prop-218-public-hearing**

The meeting and hearing will cover proposed rate increases for water services and water supply pass-through fees. If approved, the proposed water rate adjustments will take effect July 2026, July 2027, July 2028, July 2029, and July 2030.

Please refer to the **"How Can You Participate"** section for instructions on submitting a formal written protest against the proposed action. All written protests will be verified. You may also appear at the public hearing to share any comments or concerns.



Why Are Rate Adjustments Necessary?

Rate adjustments ensure the District can continue to maintain reliable water services and invest in critical infrastructure. The updated rates will allow the District to address the long-term needs of the community, including:

- *Aging Mainline Replacement Project*
- *Aging Well Replacement and Local Water Reliability Enhancement*
- *Smith Reservoir Booster and Reservoir Replacement Project*
- *Increased Operational Costs, Including but not Limited to Energy, Wholesale Water Supplies, and Personnel Costs*

Please refer to the "Planning for the Future" section for additional information about planned projects.

What are the Proposed Rate Changes?

If approved, the average household will see an average water rate increase of 8.2% on their monthly bill beginning July 2026.



Residential customers will see the following increases in the first year.

+ $16.99

MONTHLY AVERAGE

The majority of monthly bills are expected to increase by less than $20.

Pass-Through Adjustments. The proposed rates include projected cost increases in imported water purchases and groundwater pumping assessments that the District pays to outside agencies. The District has little or no control over these costs. Per California Government Code Section 53756, the District reserves the right to adjust the proposed rates to pass through actual cost increases to imported water purchases and groundwater pumping assessments that exceed the projected costs presented in the 2026 Water Rate Study Report.

Costs eligible for pass-through include:

a) Municipal Water District of Orange County (MWDOC) rates, fees and charges imposed on the District by MWDOC for imported water purchases and other MWDOC charges, and

(b) The entirety of any increase in replenishment assessments, basin equity assessments, and other charges and fees adopted or imposed by Orange County Water District (OCWD) relating to groundwater produced by the District. No pass-through event shall increase rates in a manner that results in the District exceeding its cost of providing water service.

c) Additionally, Government Code 53756 authorizes a water supplier to pass through the costs of inflation where actual inflation exceeds projected inflation included in the five-year rate structure proposed herein. The District therefore proposes to authorize, but not require, annual adjustments for inflation, as measured by the Labor Consumer Price Index, All Urban Consumers, for the Los Angeles Region, https ://www.bls.gov/regions/west/news-release/consumerpriceindex losangeles.htm (CPI), where the District determines that inflation during the prior 12 months, as measured by the CPI, was higher than projected in the five year rate structure proposed for approval herein, and passing through of such additional inflation costs will not cause the District to exceed the actual cost of providing water service to District customers.

Prior to implementing pass-through increases as described herein, the District will provide written notice of the rate increase or increases to customers not less than 30 days prior to the effective date of the increase.

Understanding Your Rate Structure

No changes to the current water rate structure for this fiscal year were proposed as part of this rate study. The rate increases proposed herein will not take effect until July 1, 2026. The District's current **water rate structure** includes:

Fixed Meter/Readiness to Serve Charge. Meter charges are fixed and based on the meter size. This charge is the same each month regardless of how much water is used each billing period. It is calculated to recover a portion of the District's fixed costs, including administration, billing and collections, customer service, meter reading and maintenance, and a portion of costs to provide and meet system capacity (water treatment, distribution, and storage).

Commodity/Volumetric Charge. The commodity/volumetric charge structure consists of a single rate per unit of water consumed. It is calculated based on the cost of providing water, including water treatment costs, groundwater extraction, and purchasing imported water. It also recovers costs for the District's capital improvement and conservation programs.

SWD is committed to providing the highest quality services at the lowest possible rates for its customers.

While the District continually strives for cost reductions and better utilization of the assets it holds, it also requires rate adjustments to allow the District to continue operating its facilities in a safe manner.

District Overview

SWD is an independent water district established in 1927, with a five-member elected Board of Directors.

6,464	4.7	2,355
Population in City of Villa Park	*Square Mile Service Area*	*Water Service Meters*

The District service area is largely built out with large lot single-family homes, one shopping center and office building, schools, and City Hall complex.

Proposed Water Rates

A proposed five-year schedule of fixed charges/readiness to serve and volumetric rates are shown below.

METER SIZE	CURRENT RATES	Proposed July 2026	Proposed July 2027	Proposed July 2028	Proposed July 2029	Proposed July 2030
Fixed Meter/Readiness to Serve Charge (Monthly)						
1-Inch and Under	$ 45.23	$ 47.72	$ 52.02	$ 56.71	$ 61.82	$ 67.39
1.5-Inch	50.12	74.03	80.70	87.97	95.89	104.53
2-Inch	54.94	105.60	115.11	125.47	136.77	149.08
3-Inch	64.61	189.79	206.88	225.50	245.80	267.93
4-Inch	74.32	284.50	310.11	338.02	368.45	401.62
6-Inch	132.33	547.59	596.88	650.60	709.16	772.99

Readiness to serve charge includes 1 billing unit or one hundred cubic feet delivered per month. Volumetric rate starts when water use exceeds one unit of water.

Volumetric Rate (per HCF)						
All Water Use Exceeding One HCF Per Month	$ 5.58	$ 6.08	$ 6.63	$ 7.23	$ 7.89	$ 8.61

**HCF (Hundred Cubic Feet) = 748 Gallons of Water*

Proposed changes, and the cost justifications therefore, are described in more detail in the District's Rate Study, which is incorporated herein by reference, and which is available by scanning this QR code or visiting serranowater.org/prop-218-public-hearing.

As a public agency, SWD cannot earn a profit from the services it provides, and must charge no more than the actual costs associated with providing services to its customers.

An independent financial consultant conducted a cost-of-service study in partnership with the District. The study includes a legally compliant rate framework and is updated every five years to ensure it remains fair and equitable.

Planning for the Future

Capital improvement projects are carefully planned and prioritized. This ensures infrastructure investments are designed to support and maintain reliable water service, meeting current and future needs of the community. These projects include:

New Groundwater Well ***($8 million)***
Provides an additional groundwater supply to support reliability.

Smith Reservoir & Pump Station Replacement ***($27 million)***
Replaces aging infrastructure to maintain storage capacity.

Mainline Replacement Program ***($11.1 million)***
Replaces and upgrades aging water pipelines to reduce leaks and service disruptions.

Lockett Reservoir Corrosion Prevention ***($2 million)***
Protects existing reservoir from corrosion to extend its service life and maintain water quality.

Miscellaneous Capital Replacement ***($1.2 million)***
Addresses replacement of critical system components.

If you have questions about the proposed rate increase, please contact SWD staff at (714) 538-0079.

How You Can Participate

The City of Thousand Oaks welcomes your participation and input throughout the process as the City Council considers the changes explained in this notice. If you have questions or comments about the City's proposed rates, you can:

Write. Property owners or account holders may submit written protests or legal objections by mail or in person to the City of Thousand Oaks, Attention City Clerk, 2100 Thousand Oaks Blvd, Thousand Oaks, CA 91362. Only one written protest per parcel should be submitted and must include the name of the record owner or customer of record, street address or utility account number, and include original signature.

Protests: Protests must be received by mail no later than November 4, 2025, and you may appear at the November 4, 2025 hearing to make comments regarding the proposed rates. Protests may also be delivered in person and must be received until the November 4, 2025, public hearing is closed.

Legal Objections: To be considered sufficient, a legal objection must include a description of the nature of the legal objection with sufficient specificity to allow the City to respond in writing. Legal objections must be received by November 4, 2025. Pursuant to Government Code Section 53759.2, failure to submit a sufficient legal objection by November 4, 2025 will bar your right to challenge the proposed rates through a legal proceeding. Pursuant to Government Code Section 53759, there is a 120-day statute of limitations from November 5, 2025 for any judicial action or proceeding challenging any new, increased, or extended water and wastewater fee or charge.

Attend the Public Hearing. Members of the public are welcome to attend the public hearing regarding the proposed rate changes. At the hearing, all members of the public will have an opportunity to speak, but verbal comments alone do not qualify as a formal protest.

Public Hearing Process. At the time of the public hearing, the City Council will hear and consider all written protests and public comments. After the public hearing, if a majority of the property owners or account holders of the impacted parcels submit written protests in opposition to the proposed rate adjustments, then the proposed rate adjustments will not be imposed. If a majority written protest is not received, the City Council may adopt the proposed changes, though they are not obligated to.

Visit toaks.gov/rates or scan QR code for more information.

City of Thousand Oaks

CITY OF THOUSAND OAKS
UTILITY SERVICE BILLING
2100 E Thousand Oaks Blvd.
Thousand Oaks, CA 91362
(805) 449-2201 | UtilityBill@toaks.gov

Notice of Public Hearing: Proposed Adjustments to Water and Wastewater Rates

This serves as notice that the City of Thousand Oaks will conduct a public hearing to consider recommended adjustments to the City's water and wastewater services rates. All members of the public are invited to attend the public hearing to review the proposed rate study.

Tuesday, November 4, 2025, at 6:00pm
Thousand Oaks Civic Arts Plaza Scherr Forum Theatre
(Andrew P. Fox City Council Chambers)
2100 Thousand Oaks Blvd, Thousand Oaks, CA 91362

City of Thousand Oaks

Notice of Public Hearing: Proposed Adjustments to Water and Wastewater Rates

This notice is being furnished to you by the City of Thousand Oaks (City) pursuant to California Constitution Article XIIID (also known as "Proposition 218"). Under the terms of Proposition 218, the City is required to notify the property owners of record of proposed changes to property-related fees, such as water and wastewater services.

Important Information About Your Rates

Rate adjustments are based on the updated Rate Study presented to the City Council on Tuesday September 9, 2025, at 6:00pm.

Additional resources, including the staff report, meeting minutes from the September 9 City Council meeting, details on how to participate in the public hearing, and a full copy of the Rate Study, are available at: **toaks.gov/rates**

All Members of the Public are Invited to Review the Proposed Rate Studies and Attend the Public Hearing:

Tuesday, November 4, 2025, at 6:00pm
Thousand Oaks Civic Arts Plaza Scherr Forum Theatre
(Andrew P. Fox City Council Chambers)
2100 Thousand Oaks Blvd, Thousand Oaks, CA 91362

Details about the proposed water and wastewater rate adjustments, and water shortage surcharge are included in this notice.



Why Have You Received this Notice?

You have received this information because the City is evaluating rate adjustments that would affect your water and wastewater bill. The City of Thousand Oaks periodically evaluates water and wastewater rates to ensure sufficient revenue is available to provide safe and reliable service.

The proposed changes are based on a rate study conducted by an independent financial consultant. The research, reasoning and analysis behind the proposed adjustments are explained in this document, will be addressed at the public hearing, and are available on the City's website: **toaks.gov/rates**

The public hearing before City Council will cover proposed rate increases for water and wastewater services, and a proposed water shortage surcharge. If approved, the proposed water rate adjustments will take effect January 2026 and January 2027. Wastewater rates will take effect July 2026 and July 2027.

Please refer to the **"How Can You Participate"** section for instructions on submitting a formal written protest against the proposed action. All written protests will be verified. You may also appear at the public hearing to share any comments or concerns.

Why Are Rate Adjustments Necessary?

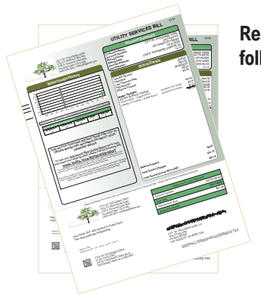
Rate adjustments ensure the City can continue to maintain reliable water and wastewater services, invest in critical infrastructure, and meet the long-term needs of the community.

- **Secure Water Supply**
- **Meet Regulatory Requirements**
- **Repair and Replace Aging Infrastructure**
- **Improve Water Quality**

Si gustaria obtener esta información en español, por favor visite toaks.gov/rates o contáctenos a (805) 449-2201 ext. 3.

What Are the Proposed Rate Changes?

If approved, the average household will see an average annual water rate increase of 5% plus pass-through adjustments and wastewater rate increase of 9.5% on their monthly bill in 2026 and 2027.



Residential customers will see the following increases in the first year.

Water
+ $12.77
Monthly Average

5%
Plus Pass-Through
Annual Percent

Wastewater
+ $3.71
Monthly Average

9.5%
Annual Percent

Pass-Through Adjustments. The City purchases all of its water from the Calleguas Municipal Water District. The costs of imported water are passed through to customers and recovered through the City's water usage rates. Pass-through adjustments were added to the proposed commodity rates, intended to recover cost increases directly resulting from wholesale water rate increases.

Understanding Your Rate Structure

No changes to the current water and wastewater rate structures were proposed as part of this rate study.

The City's current **water rate structure** includes:

Fixed Meter Charges. Meter charges are fixed and vary based on meter size.

Commodity Rates. Single family residential customers are subject a three-tier commodity rate structure. All other customers are subject to uniform rates (i.e., no tiers).

Pumping Charges. Customers in higher elevation zones pay an additional charge to cover the cost of operating booster pump stations needed to deliver water to those areas.

The City's current **wastewater rate structure** includes:

Fixed Rates. Each wastewater connection is subject to a fixed charge per Service Unit.

Outside City Surcharge. Each wastewater connection located outside of city limits is subject to an additional surcharge per Service Unit.

Proposed Water Rates

A proposed two-year schedule of fixed charges, commodity rates, and pumping charges is shown below.

METER SIZE	CURRENT RATES	JANUARY 2026	JANUARY 2027
Fixed Meter Rates (Per Month)			
3/4-Inch Meter and Smaller	$ 28.41	$ 29.84	$ 31.34
1-Inch Meter	44.52	$46.75	49.09
1.5-Inch Meter	84.80	$89.04	93.50
2-Inch Meter	133.14	$139.80	146.79
3-Inch Meter	286.20	$300.51	315.54
4-Inch Meter	511.76	$537.35	564.22
6-Inch Meter	1,051.49	1,104.07	1,159.28
Fixed Private Fire Line Rates (Per Month)			
2-Inch and Smaller	$ 2.42	$ 2.55	$ 2.68
3-Inch	6.98	7.33	7.70
4-Inch	14.84	15.59	16.37
6-Inch	43.08	45.24	47.51
8-Inch	91.78	96.37	101.19
10-Inch	165.02	173.28	181.95
12-Inch	266.56	279.89	293.89
Commodity Rates (Per HCF*/Month)			
Single-Family Residential Tiered Commodity Rates			
Tier 1: 0-12 HCF	$ 6.41	$ 7.16	$ 8.10
Tier 2: 13-30 HCF	7.01	7.79	8.76
Tier 3: >30 HCF	7.36	8.15	9.14
Uniform Commodity Rates			
Multi-Family Residential, Non-Residential, & Groundwater	$ 6.78	$ 7.54	$ 8.50
Construction	7.36	8.15	9.14
Pumping Rates (Per HCF)			
Zone P1 (0 Lifts)	N/A	N/A	N/A
Zone P2 (1 Lifts)	$ 0.45	$ 0.48	$ 0.51
Zone P3 (1 Lifts)	0.45	0.48	0.51
Zone P4 (2 Lifts)	0.90	0.96	1.02
Zone P5 (3 Lifts)	1.35	1.44	1.53

HCF (Hundred Cubic Feet) = 748 Gallons of Water

Proposed Water Supply Pass-Through Rates

PASS-THROUGH RATES	JANUARY 2026	JANUARY 2027
	$ 0.42	$ 1.02

Proposed Water Shortage Surcharge

In times of water shortage, State water regulators and local water availability require the City to implement mandatory conservation measures to protect and extend the water supply. To ensure these requirements are met and continue meeting the water needs of our customers, the City is proposing water shortage adjustments.

COMMODITY RATE BY STAGE	BASELINE COMMODITY RATE STAGE 1 (0-10%)		STAGE 2 (11-20% SHORTAGE)		STAGE 3 (21-30% SHORTAGE)		STAGE 4 (31-40% SHORTAGE)		STAGE 5 (41-50% SHORTAGE)		STAGE 6 (>50% SHORTAGE)	
	JAN 2026	JAN 2027	JAN 2026	JAN 2027	JAN 2026	JAN 2027	JAN 2026	JAN 2027	JAN 2026	JAN 2027	JAN 2026	JAN 2027
Single-Family Residential Tiered Commodity Rates												
Tier 1: 0-12 HCF/Month	$ 7.16	$ 8.10	$ 7.63	$ 8.64	$ 8.10	$ 9.17	$ 8.71	$ 9.86	$ 9.51	$ 10.78	$ 12.44	$ 14.11
Tier 2: 13-30 HCF/Month	7.79	8.76	8.26	9.30	8.73	9.83	9.34	10.52	10.14	11.44	13.07	14.77
Tier 3: >30 HCF/Month	8.15	9.14	8.62	9.68	9.09	10.21	9.70	10.90	10.50	11.82	13.43	15.15
Uniform Commodity Rates												
Multi-Family Residential, Non-Residential, and Groundwater	$ 7.54	$ 8.50	$ 8.01	$ 9.04	$ 8.48	$ 9.57	$ 9.09	$ 10.26	$ 9.89	$ 11.18	$ 12.82	$ 14.51
Construction	8.15	9.14	8.62	9.68	9.09	10.21	9.70	10.90	10.50	11.82	13.43	15.15

If adopted, the proposed water shortage stage rates may only be implemented if the corresponding water shortage stage (or a higher stage) has been formally declared in accordance with the City's Water Shortage Contingency Plan.

When implemented, water shortage stage rates would temporarily replace baseline commodity rates (as shown in the proposed water rate table to the left).

Proposed Wastewater Rates

A proposed two-year schedule of wastewater charges and service unit definitions are shown below.

RATES PER SERVICE UNIT	CURRENT RATES	JAN 2026	JAN 2027
Fixed Charge	$ 39.17	$ 42.88	$ 45.89
Outside City Surcharge	0.55	0.72	0.78

Proposed changes are described in more detail in the City's Rate Study available online at toaks.gov/rates.

SERVICE UNIT CUSTOMER CLASS	EQUIVALENT RESIDENTIAL UNIT (ERU) DEFINITION		FLOW/STRENGTH ADJUSTMENT FACTOR	
	CURRENT	PROPOSED	CURRENT	PROPOSED
Single Family Residential	1 Dwelling Unit	1 Dwelling Unit	100%	100%
Multi-Family Residential	1 Dwelling Unit	1 Dwelling Unit	100%	80%
General Commercial *(Offices/Retail/All Other)*	20 Fixture Units	20 Fixture Units	100%	100%
Markets/Mortuaries	20 Fixture Units	20 Fixture Units	182%	170%
Restaurants/Bakeries	20 Fixture Units	20 Fixture Units	181%	171%
Restaurants *(Grease Trap)*	20 Fixture Units	20 Fixture Units	119%	100%
Schools	20 Fixture Units	20 Fixture Units	53.5%	64%
Industrial/High Flow	180 GPD	150 GPD	67%	62%
Car Washes	180 GPD	150 GPD	71%	67%

Wastewater rates are based on service units to ensure customers are billed according to the amount of wastewater sent into the system.

Service units are determined by multiplying the number of ERUs by the flow/strength adjustment factor. This provides consistency when calculating wastewater charges across different customer classes.

Proposal for City of Banning

Water and Wastewater Rate Study

Comprehensive Water and Wastewater Rate Study and Recycled Water Rate Implementation Strategy

July 20, 2026



Water Resources Economics

PROMOTING THE VALUE AND PRICE OF WATER SERVICE

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PRICE PROPOSAL

WRE proposes to complete the proposed scope of work for the City of Banning based on the fee table shown below, with a not-to-exceed value of $108,805. WRE will invoice the City based on time and materials. Reimbursable expenses for Charles to attend in-person meetings are estimated to cost $145 per meeting, which includes personal vehicle use at the federal reimbursement rate per mile and meals in transit. Charges invoiced to the City for travel, lodging, and subsistence shall not exceed the current IRS rates.

	Number of Meetings		Billable Hours						Proposed Fee		
Project Tasks	Virtual Meetings	In-Person Meetings	Sanjay Gaur *(Project Director)*	Charles Diamond *(Project Manager)*	Project Analyst	QA/QC	Stephanie Guida *(Prop. 218 Support)*	Total Hours	Reimbursed Expenses	Consultant Fees	Total Fee
Task 1: Project Management, Data Collection, and Initial Review	1	0	2	8	20	0		**30**	$0	$6,760	**$6,760**
Task 2: Comprehensive Financial Model Development	5	0	4	20	90	4		**118**	$0	$25,440	**$25,440**
Task 3: Cost of Service and Rate Design	2	0	4	30	100	4		**138**	$0	$30,040	**$30,040**
Task 4: Utility-Specific Analysis Requirements	3	0	2	12	20	2		**36**	$0	$8,240	**$8,240**
Task 5: Legal, Policy, and Implementation Support	1	0	4	24	50	10	30	**118**	$0	$26,100	**$26,100**
Task 6: Public Outreach, Communication, and Meeting Support	4	1	2	20	10	0	20	**52**	$145	$12,080	**$12,225**
Total	**16**	**1**	**18**	**114**	**290**	**20**		**442**	**$145**	**$108,660**	**$108,805**

Fee Details
Hourly Billing Rate - Project Director: $340
Hourly Billing Rate - Project Manager: $260
Hourly Billing Rate - Project Analyst: $200
Hourly Billing Rate - QA/QC Staff: $220
Hourly Billing Rate - Prop. 218 & Outreach Support: $210
Estimated Reimbursed Expenses per In-Person Meeting: $145.2

AGREEMENT FOR PROFESSIONAL SERVICES (C01285)
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of the _____ by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and **WATER RESOURCES ECONOMICS LLC**, a California Limited Liability Company whose address is 10830 Pickford Way, Culver City, California 90230 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to engage Contractor to provide the following services: water and wastewater rate study; and

B. Contractor has made a proposal ("Proposal") to the City to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year, unless extended for up to four (4) additional one (1) year terms upon approval of the City Council of the City.

2. Services to be Performed. Contractor agrees to provide the services ("Services") as follows: comprehensive water and wastewater rate study and recycled water rate implementation strategy in accordance with Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Sanjay Gaur as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City. Contractor shall ensure that all subcontractors comply with the requirements of this Agreement, including, but not limited to, insurance, indemnification, and licensing requirements.

4. Compensation.

4.01 Contractor shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Contractor under this Agreement shall not exceed the amount of One Hundred Eight Thousand Eight Hundred Five Dollars and Zero Cents ($108,805.00).

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The City shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (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 conditions, circumstances, difficulties and restrictions attending performance of the Services under this

Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed except at Contractor's sole risk until written instructions are received from the Project Manager.

Contractor warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by Contractor's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

In the event that Contractor fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as

Exhibit "B" are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; Contractor agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required __; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach

response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A-VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by

Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Contractor or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement.

Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to Contractor.

10.02 In the event of termination, the payment of monies due Contractor for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services

performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

12.04 Contractor acknowledges that the City is a California municipal corporation and is subject to the California Public Records Act, Government Code § 7920.000 et seq. ("CPRA"), and other applicable laws requiring public access to records. Contractor further acknowledges and agrees that any and all documents, records, data, writings, communications, materials, and other information of any kind, in any format (including electronic format), that Contractor (or any associate, subcontractor, consultant, or agent of Contractor) prepares, develops, obtains, provides, transmits, or submits to the City, or that are otherwise received or maintained by the City, in connection with this Agreement or the Services may constitute public records and may be subject to disclosure to third parties in response to a CPRA request, unless the City determines that all or a portion of the Submitted Materials are exempt from disclosure under the CPRA or other applicable law.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this

Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1773.5, and 1773.9", for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1771 - Requirement to Pay Prevailing Wages
2. Section 1773.1 – Per Diem Wages; Travel and Subsistence Pay.
3. Section 1774 – Payment of Prevailing Wage Rates.
4. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
5. Section 1776 – Payroll Records and Certified Payroll Reports.
6. Section 1777.5 - Apprenticeship Requirements.
7. Sections 1810 and 1811 - Working Hour Restrictions.
8. Section 1813 - Penalty for Failure to Pay Overtime.

13.11 Covenant Against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 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 work or Services by Contractor 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.

13.13 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.

13.14 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 purpose of this Agreement.

13.15 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.

13.16 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, fires, floods, epidemics, pandemics, earthquakes, strikes, labor disputes, governmental orders, or failure of utilities. The affected party shall promptly notify the other party in writing of the occurrence of such event and shall use reasonable efforts to resume performance as soon as practicable. Force majeure shall not excuse the obligation to make payments when due. In no event shall force majeure entitle Contractor to additional compensation, but only to a reasonable extension of time.

13.17 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.18 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The parties expressly adopt and confirm each electronic signature made by a party to this Agreement, regardless of whether delivered in person, by mail, courier, facsimile, email, or in portable document format (PDF), as if the same were manually signed and delivered in person. Each party agrees not to assert that any electronic signature is inadequate to bind such party to the same extent as if signed manually and delivered in person.

13.19 The provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Without limiting the foregoing, the provisions relating to indemnification, ownership of documents and intellectual property, audit and records retention, insurance obligations, confidentiality, and payment obligations shall survive the termination or expiration of this Agreement.

13.20 Notice. Any notice, demand, request, consent, approval, or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, sent by certified or registered mail (return receipt requested), or sent by electronic mail, addressed as follows:

To City:
City of Banning
Attn: City Manager
99 East Ramsey Street
Banning, California 92220
Email: eclifford@banningca.gov

To Contractor:
Water Resources Economics, LLC
Attn: Sanjay Gaur
10830 Pickford Way
Culver City, California 90230
Email: sgaur@water-economics.com

Notices shall be deemed received as follows: (i) on the date of delivery if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight courier; (iii) three (3) business days after deposit in the United States mail, postage prepaid; or (iv) on the date transmitted if sent by electronic mail during normal business hours of the receiving party, or on

the next business day if sent after normal business hours. Either party may change its address for Notice by providing written Notice of such change to the other party in accordance with this Section.

13.21 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument for all purposes of this Agreement.

13.22 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BANNING

By:_____
Elizabeth Gibbs, City Manager

Date: _____

City Council Approval: _____

ATTEST:

By: _____
Sandra Calderon, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

CONTRACTOR:

WATER RESOURCES ECONOMICS, LLC

By:_____
Print
Name: _____

Date: _____

EXHIBIT “A”
PROPOSAL

STATEMENT OF UNDERSTANDING & APPROACH

WRE staff members have advised and developed rates for more than 150 water agencies in California. ***We are known for our thoroughness, technical expertise, and ability to communicate the complexities of rate studies to agency staff, boards and city councils, and the public.*** Our ultimate priority is to develop rate studies that are understandable, equitable, transparent, and legally defensible. We work diligently to make the adoption process as smooth as possible. To achieve that goal, we maintain clear and frequent communication with our client over the project's lifetime, ensuring agreement on data inputs and study methodologies. This includes the Proposition 218 approval process, during which we ensure compliance with all procedural requirements. In our meetings with staff and city council/board members leading up to Proposition 218 adoption, we set aside time to articulate and agree upon communication points that will support a smooth rate-adoption process.

We manage our contracts and control costs by developing a detailed scope of work, sending monthly invoices, and continually checking in with client staff to review progress and deadlines. Our scope of work sets reasonable limits on the number of webinars we conduct and meetings we attend; these limits are reflected in the not-to-exceed cost in our Price Proposal. Should the needs of a project result in more meetings or other services than anticipated, WRE would communicate that possibility to client staff as early as possible and work to amend the contract.

Scope of Work

WRE has organized the tasks outlined in the RFP's Scope of Work based on our experience conducting similar studies for other agencies. The deliverables listed in Section IV.I of the RFP are distributed across the project tasks. These tasks, outlined below, describe WRE's proposed study approach and will help ensure a successful rate study outcome.

Note that although the tasks are listed in numerical order, some may be performed concurrently to ensure that project work is completed efficiently and on schedule.

TASK 1: PROJECT MANAGEMENT, DATA COLLECTION, AND INITIAL REVIEW

Project Kick-off

A successful project starts with an organized kick-off meeting. WRE will conduct a virtual kick-off to review the financial, legal, and political landscape of adopting water, wastewater, and potential recycled rates and to define the City's goals and challenges. Prior to the meeting, WRE will provide a data request list describing the information needed to conduct the study, including audited financial statements and budgets, capital improvement plans, the City's 2018 Integrated Master Plan for the three enterprises, debt and reserve policies, customer billing and usage data, and existing rate structures, ordinances, and resolutions. Following the kick-off meeting, WRE will

prepare a project management plan, project schedule, meeting calendar, and deliverable review schedule to guide the study through completion. The schedule will indicate that new rates will become effective on July 1, 2027. Topics to be discussed during the kick-off meeting include the scope of work, the project schedule, the City's current rate structures, project roles and responsibilities, data gaps, and other concerns that City staff may have.

Once WRE has received and reviewed the requested data and fiscal policies, we will prepare a technical memorandum that outlines our findings and recommendations. These findings will help form the foundation of the financial model that we develop in Task 2.

Project Management

WRE's project team has extensive experience guiding the rate study process successfully from start to finish. As Project Manager, Charles Diamond will be accountable for the successful execution of the scope of work. Our project management approach stresses the importance of clearly defining project roles, expectations, and responsibilities at or before the kick-off meeting. Additionally, we believe that establishing frequent and open communication between City staff and the WRE project team via phone, email, and/or meetings is critical. Throughout the study, WRE will coordinate with representatives from the appropriate City departments to review assumptions, discuss key issues, and obtain input on technical analyses and recommendations. To adhere to the project schedule, the WRE team will work to schedule meetings with City staff well in advance of the target meeting date. We will provide monthly project updates and monthly project invoices that detail the tasks completed and the remaining budget for each task.

Quality Assurance Process

We pride ourselves on accurate, high-quality work, and we achieve this through a rigorous quality assurance process. Each project has multiple checkpoints to ensure the accuracy and validity of the data, technical analyses, and methodologies we use to develop the City's project deliverables. Our process includes rate revenue reconciliations to validate customer data, input summaries for City staff, and independent reviews of the financial plan, cost-of-service analysis, rate calculations, and reports.

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Meetings:

- One virtual kick-off meeting with City staff

Deliverables:

- Data request list in Microsoft Word

- Detailed project management plan and schedule with all deadlines, deliverables, and review meetings
- Technical memorandum outlining fiscal policy refinements and reserve recommendations in Microsoft Word and PDF formats
- Kick-off meeting presentation in Microsoft PowerPoint
- Kick-off meeting minutes in Microsoft Word
- Monthly progress reports and project updates (as requested)
- Monthly invoices and cost billings (as requested)

TASK 2: COMPREHENSIVE FINANCIAL MODEL DEVELOPMENT

At the outset of the study, WRE will review the financial and operational information, financial policies, and planning documents for the City's water, wastewater, and recycled water enterprises, including the 2018 Integrated Master Plan and other planning documents, to establish the assumptions and planning horizons that will form the basis of the financial plan and rate analysis.

As part of the review, WRE will evaluate capital funding needs, debt service requirements, and reserve funding levels and policies. We will work closely with City staff to identify the most accurate assumptions for projecting future costs. We understand that in conducting this financial review, the City aims to maintain financial stability while meeting the enterprises' capital investment needs and legal and policy obligations.

WRE will develop a long-range financial plan model in Microsoft Excel to 1) assess the financial health of the City's water, wastewater, and recycled water enterprises and 2) evaluate the level of revenue adjustments required to ensure long-term fiscal sustainability. The model will support a minimum five-year rate implementation period and a minimum ten-year financial forecast, with the flexibility to evaluate longer planning horizons as needed. Projecting revenue adjustments over a multi-year planning horizon illustrates future rate impacts and potential challenges to the enterprises' financial health. This information allows the City to plan expenses, monitor reserve balances, and schedule capital improvements to smooth rate impacts. We strive for smooth revenue adjustments and minimal rate impacts while achieving financial sufficiency and resiliency. For example, strategic timing of capital expenditures and the use of reserve funds can help mitigate rate fluctuations and avoid steep increases.

Also described in Task 3, WRE will develop a non-proprietary Excel-based rate model to calculate proposed water, wastewater collection, and potential recycled water rates based on the revenue requirements determined in the financial review. The model will be able to show outcomes under both the current and proposed rate structures, evaluate at least three alternative rate adjustment scenarios over the five-year implementation period, evaluate rate impacts by customer class and usage level, and include functionality for analyzing affordability, equity, and revenue stability.

WRE understands the importance of developing a user-friendly, transparent, and flexible Excel-based model that City staff can use for future financial planning. Our financial model will be custom-built for the City's needs and will include a financial plan dashboard. The dashboard is an effective tool to visually assess how each assumption or scenario impacts the financial plan and is instrumental in the decision-making process. The dashboard can:

- Change various assumptions such as capital improvement spending, projected changes in water usage, magnitude and timing of revenue adjustments, inflation factors, etc.
- Flag errors and problematic results such as failure to meet debt coverage and coming in below reserve targets.
- Perform sensitivity analyses and various "what-if" scenarios, so that impacts can be viewed instantaneously with built-in graphics.



In addition to check-in meetings during the development of the financial model, WRE will hold one virtual model training session with City staff, where we cover updates, scenario testing, and troubleshooting.

Meetings:

- Up to five meetings total
  - Four virtual check-in meetings with City staff
  - One virtual model training session with City staff

Deliverables:

- Meeting presentations in Microsoft PowerPoint
- Comprehensive Financial Model in Microsoft Excel

TASK 3: COST OF SERVICE AND RATE DESIGN

The cost-of-service task provides the defensibility needed to meet Proposition 218's proportionality requirement. By allocating revenue requirements to customer classes based on cost components, the analysis articulates a rationale for the charges assigned to each customer class.

Water Cost of Service

WRE will conduct a water cost-of-service analysis (COSA) in accordance with industry standards and methodologies outlined in the *M1: Principles of Water Rates, Fees, and Charges, Eighth Edition* manual published by the American Water Works Association (AWWA). The COSA will utilize the AWWA-approved Base-Extra Capacity method, which focuses on different water usage patterns. The COSA is necessary to ensure a defensible nexus between the costs incurred by the City for providing water service and the rates charged to customers for that service. The COSA will allocate the water rate revenue requirements to cost causation components and then to the associated rates and charges, taking into account the demand characteristics of different customer classes. This ensures that customer charges are commensurate with the costs incurred by the City to provide water services, as required by Proposition 218. WRE will clearly distinguish between fixed and variable costs and work with City staff to determine the appropriate level of fixed cost recovery, recognizing the advantages and disadvantages of a higher fixed charge while balancing revenue stability, affordability, and customer bill impacts.

Wastewater Cost of Service

WRE will conduct a wastewater COSA in accordance with industry standards and methodologies outlined in the *Manual of Practice No. 27: Financing and Charges for Wastewater Systems, 5th Edition* published by the Water Environment Federation (WEF). The COSA is necessary to ensure a defensible nexus between the costs incurred by the City's wastewater enterprise and the rates charged to customers for wastewater service. The analysis will evaluate fixed, volumetric, and strength-based cost components, along with treatment, collection, and administrative costs to develop equitable cost allocations among customer classes. As above, the wastewater COSA will allocate the wastewater rate revenue requirements to cost causation components and then to the associated rates and charges. This ensures that wastewater system costs are distributed equitably and proportionately in compliance with Proposition 218.

Water and Wastewater Rate Design

This task includes a detailed review of the City's existing water and wastewater rate structures and the development of proposed rates. The overall goal is to design proposed water and wastewater rates that are equitable, legally defensible, and financially sustainable, and minimize the financial burden on customers while considering the appropriate balance between fixed and volumetric revenue recovery.

As described in Task 2, an Excel-based rate model will be developed to calculate proposed water and wastewater rates based on the rate revenue requirement determination under both the

current and alternative rate structures selected for consideration. Proposed rates will be calculated for a five-year period. The rate model will include sample customer bill comparisons to evaluate the impact of the proposed rate changes on various types of customers. These calculations will illustrate the impacts on customers due to changes in the financial plan, cost of service allocations, and rate structure, aiming to design rates that avoid rate shock.

In coordination with the COSA, the rate study will evaluate opportunities to refine the City's existing water and wastewater rate structures to improve equity, cost recovery, and compliance with Proposition 218, all in accordance with cost causation principles.

WRE will also evaluate the effects of conservation and drought conditions on potable water demand, utility revenues, and long-term financial stability. Consistent with the City's Water Shortage Contingency Plan, we will review and recommend updates to the City's drought surcharge methodology. We will also review the City's existing Tertiary Charge and recommend revisions based on the cost of providing tertiary-treated water and the City's long-term recycled water objectives (see Recycled Water Rate Implementation Strategy below).

Finally, WRE will compare the City's rate structures, calculation methodologies, customer charges, and representative customer bills with neighboring agencies and utilities of similar size and service characteristics to provide additional context for the proposed rates.

Recycled Water Rate Implementation Strategy

Recognizing that the City does not currently have adopted recycled water rates, WRE will develop an initial recycled water rate implementation strategy to support future recycled water deliveries. The strategy will evaluate alternative approaches, including phased implementation, a discount from potable water rates where supportable, and other rate structures that encourage recycled water use. We will also evaluate how recycled water supplied from wells and water reclamation facilities may affect potable water consumption and potable water revenues during the rate implementation period. WRE will present the implementation strategy in a technical memo and incorporate it into the financial model and rate model to the extent desired by the City.

Meetings:

- Up to two virtual meetings with City staff

Deliverables:

- Meeting presentations in Microsoft PowerPoint
- Cost-of-service analysis in Microsoft Excel
- Technical memo outlining cost-of-service analysis results in Microsoft Word and PDF formats
- Water, wastewater, and recycled water rate model in Excel
- Technical memo presenting the Recycled Water Rate Implementation Strategy

TASK 4: UTILITY-SPECIFIC ANALYSIS REQUIREMENTS

As WRE develops the financial model described in Task 2, we will evaluate the financial condition and long-term sustainability of the City's water, wastewater, and recycled water enterprises. The financial model will provide the framework for assessing the adequacy of existing and projected revenues, evaluating capital and operating needs, and testing alternative funding strategies to ensure that each enterprise remains financially resilient while meeting its service obligations.

Water Utility

Using the financial model, WRE will evaluate whether current and projected water revenues can sufficiently fund the operation and improvement of the City's water infrastructure, from reservoirs to water lines. The analysis will incorporate operations, maintenance, capital, and compliance costs associated with California's Chromium 6 Maximum Contaminant Level requirements, including treatment, monitoring, engineering, permitting, and financing assumptions. We will also evaluate the effects of conservation and recycled water implementation on potable water demand, system operations, and long-term revenue recovery to help ensure the financial sustainability of the water enterprise.

Wastewater Utility

Also using the financial model, WRE will evaluate whether current and projected wastewater revenues are sufficient to operate and improve the City's wastewater infrastructure, including collection lines and treatment facilities. Consistent with the financial planning scenarios developed in Task 2, WRE will evaluate funding alternatives for an upgraded wastewater treatment plant capable of producing recycled water. The analysis will consider one- and two-phase implementation approaches, project timing, debt financing, grant funding opportunities, pay-as-you-go funding, and the resulting customer bill impacts to help identify a financially sustainable implementation strategy.

Recycled Water/Non-Potable Water Utility

Recognizing that the City's recycled water system will likely evolve during the planning period, WRE will evaluate the existing and planned recycled water system, anticipated water sources, potential customer base, timing of initial deliveries, operating and maintenance costs, replacement needs, and capital funding requirements. The evaluation will identify costs that should be recovered directly from recycled water customers and those that may be defensibly allocated to other utility customers based on system-wide benefits. As actual operating costs, customer demand, and system usage become known, the financial model will provide a practical framework for updating recycled water rates and refining the long-term financial strategy for the enterprise.

Meetings:

- Up to three virtual meetings with City staff

Deliverables:

- Meeting presentations in Microsoft PowerPoint

- As-needed technical memos for each utility-specific analysis

TASK 5: LEGAL, POLICY, AND IMPLEMENTATION SUPPORT

For each enterprise, the COSA leads to unit charges that comply with Article XIII D (Proposition 218) of the California Constitution. Because they are based on the COSA, the proposed rate structures and adjustments from Task 3 are likewise defensible. To demonstrate this compliance, however, WRE and the City must produce a thorough and digestible administrative record that justifies all charges and projected revenues.

Administrative Record

Covering all three enterprises, the rate study report will serve as the foundation of the City's administrative record to meet Proposition 218 (Article XIII D of the California Constitution) requirements. The report will describe the assumptions, methodologies, results, cost allocations, and calculations used to develop the proposed water, wastewater, and (if applicable) recycled water rates. Thorough, detailed, and digestible, WRE's reports demonstrate a clear nexus between the costs of providing services and the rates charged to customers for those services. City staff and legal counsel will review and provide input on a draft report, which WRE will incorporate into a final report for City Council consideration and adoption.

Proposition 218 Support

In the lead-up to the Proposition 218 hearing, WRE will work closely with City staff to prepare all materials needed to support the rate adoption process, such as public notices, rate schedules, and ordinances. Please see Attachment A at the end of this document for sample Proposition 218 notices created by WRE's Strategic Communications lead Stephanie Guida.

Meetings:

- One virtual meeting with City staff

Deliverables:

- Meeting presentations in Microsoft PowerPoint
- Draft and final Rate Study Reports
- Materials to assist with the Proposition 218 process, such as notices, rate schedules, and ordinances.

TASK 6: PUBLIC OUTREACH, COMMUNICATION, AND MEETING SUPPORT

WRE will work closely with City staff to develop a public outreach and communication strategy that explains the need for the proposed rates. The outreach strategy will emphasize transparency and help the City communicate the value of its water and wastewater services.

Public Outreach Materials

As we work on the tasks above, WRE will prepare presentation materials to support meetings with City staff, the City Council, and other stakeholders. Presentation materials will communicate technical information in a clear and accessible manner through graphics, charts, bill impact examples, rate scenario comparisons, and other visual aids that help explain the proposed rate adjustments. WRE will also assist with the development of frequently asked questions, website content, public notices, press releases, social media content, talking points, and other outreach materials.

In addition to the Proposition 218 notice described in Task 5, WRE will develop a one-page, double-sided flyer that explains the need for rate adjustments and describes the Proposition 218 process. It will use clear language, visual aids, and the proposed rate schedules.

Meeting Support

WRE will provide meeting facilitation and technical support throughout the rate study process. Members of our project team will attend public meetings, committee meetings, workshops, and City Council meetings to present technical findings and assist City staff in communicating the proposed rate adjustments.

As reflected in our Price Proposal, we have budgeted one in-person meeting and four virtual meetings/workshops for this task, but can adjust as necessary to attend additional in-person meetings.

Meetings:

- Two virtual workshops with the Budget and Finance Committee
- Two virtual workshops with the City Council
- One in-person Proposition 218 hearing

Deliverables:

- Meeting/workshop presentations in Microsoft PowerPoint
- All public outreach materials in Microsoft Word, PDF, and/or online formats

PROJECT SCHEDULE

A proposed project schedule is shown below, assuming a notice to proceed in late August 2026. The proposed timeline outlined below assumes 1) that all requested data items will be provided to WRE in a timely manner, and 2) that City staff will have sufficient availability for WRE to schedule virtual check-in meetings in a timely manner. We will work with City staff to determine the most appropriate schedule to complete the scope of work during the kick-off meeting.

Task	Key Deadlines
TASK 1 **Project Management, Data Collection, and Initial Review**	• **September 2026:** Kick-off meeting • **End of September 2026:** All requested data items received by WRE
TASK 2 **Comprehensive Financial Model Development**	• **September 2026:** Begin developing financial plan • **November 2026:** Finalize financial plan • **November 2026:** City Council workshop #1 (virtual); Budget & Finance Committee workshop #1 (virtual)
TASK 3 **Cost of Service and Rate Design**	• **December 2026:** Finalize cost-of-service analysis and rate design • **December 2026:** City Council workshop #2; Budget & Finance Committee workshop #2 (virtual)
TASK 4 **Utility-Specific Analysis Requirements**	• **November 2026:** In tandem with the financial model, finalize utility-specific analyses
TASK 5 **Legal, Policy, and Implementation Support**	• **February 2027:** Final rate study report received by City Council • **February 2027:** Mail Prop. 218 Notices • **April 2027:** Prop. 218 public hearing (City Council meeting #3; in-person)
TASK 6 **Public Outreach, Communication, and Meeting Support**	• **Ongoing:** Deliver communications materials as needed for the duration of the study

PRICE PROPOSAL

WRE proposes to complete the proposed scope of work for the City of Banning based on the fee table shown below, with a not-to-exceed value of $108,805. WRE will invoice the City based on time and materials. Reimbursable expenses for Charles to attend in-person meetings are estimated to cost $145 per meeting, which includes personal vehicle use at the federal reimbursement rate per mile and meals in transit. Charges invoiced to the City for travel, lodging, and subsistence shall not exceed the current IRS rates.

	Number of Meetings		Billable Hours						Proposed Fee		
Project Tasks	Virtual Meetings	In-Person Meetings	Sanjay Gaur *(Project Director)*	Charles Diamond *(Project Manager)*	Project Analyst	QA/QC	Stephanie Guida *(Prop. 218 Support)*	Total Hours	Reimbursed Expenses	Consultant Fees	Total Fee
Task 1: Project Management, Data Collection, and Initial Review	1	0	2	8	20	0		**30**	$0	$6,760	**$6,760**
Task 2: Comprehensive Financial Model Development	5	0	4	20	90	4		**118**	$0	$25,440	**$25,440**
Task 3: Cost of Service and Rate Design	2	0	4	30	100	4		**138**	$0	$30,040	**$30,040**
Task 4: Utility-Specific Analysis Requirements	3	0	2	12	20	2		**36**	$0	$8,240	**$8,240**
Task 5: Legal, Policy, and Implementation Support	1	0	4	24	50	10	30	**118**	$0	$26,100	**$26,100**
Task 6: Public Outreach, Communication, and Meeting Support	4	1	2	20	10	0	20	**52**	$145	$12,080	**$12,225**
Total	**16**	**1**	**18**	**114**	**290**	**20**		**442**	**$145**	**$108,660**	**$108,805**

Fee Details
Hourly Billing Rate - Project Director: $340
Hourly Billing Rate - Project Manager: $260
Hourly Billing Rate - Project Analyst: $200
Hourly Billing Rate - QA/QC Staff: $220
Hourly Billing Rate - Prop. 218 & Outreach Support: $210
Estimated Reimbursed Expenses per In-Person Meeting: $145.2

EXHIBIT “B”
CERTIFICATES OF INSURANCE

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Paul Mattern, Transit Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Consideration of Resolution 2026-104 Approving a Contract with Clean Energy for the Compressed Natural Gas (CNG) Fueling Station Maintenance Program**

STAFF RECOMMENDATION:

Approve Resolution No. 2026-104.

BACKGROUND:

The City of Banning is in the closeout phase of the recently completed construction of a new Compressed Natural Gas (CNG) fueling station located at the City's Corporation Yard. The project was programmed and funded through the Riverside County Transportation Commission (RCTC) as part of the City's Fiscal Year 2024 Short Range Transit Plan (SRTP). The project was developed to support the City's transit operations, provide fueling infrastructure for municipal vehicles, and create additional opportunities to serve other public and authorized users.

The station represents a significant investment in the City's transportation infrastructure and supports the use of alternative fuels to reduce emissions and improve operational sustainability. The facility includes compressors, storage vessels, dispensers, controls, and related equipment necessary to provide reliable CNG fueling services.

With the station now operational, the City requires ongoing monitoring and maintenance services to ensure the safe, reliable, and efficient operation of the facility. These services include remote station monitoring, preventative maintenance, corrective maintenance, emergency response, inspections, and technical support necessary to maintain system performance and protect the City's investment.

To secure these services, the City conducted a competitive procurement process for CNG Station Monitoring and Maintenance Services in accordance with the Request for Proposals (RFP) released on March 25, 2026 with a proposal submission deadline of May 4, 2026. The RFP sought a qualified firm capable of providing station monitoring, preventative maintenance, corrective maintenance, emergency response, and technical support services necessary to ensure the safe and reliable operation of the City's newly constructed CNG fueling station.

At the conclusion of the solicitation period, the City received one proposal from Clean Energy Fuels Corporation. Staff reviewed the proposal for responsiveness to the RFP requirements, qualifications, experience, service capabilities, and proposed pricing. Staff determined that Clean Energy's proposal meets the City's operational requirements and demonstrates the technical expertise necessary to provide specialized maintenance and monitoring services for the CNG fueling station.

JUSTIFICATION:

Clean Energy has extensive experience operating and maintaining CNG fueling infrastructure throughout California, including facilities serving public transit agencies and municipal fleets. The company maintains the personnel, monitoring systems, and technical resources necessary to perform routine preventative maintenance, respond to service interruptions, and maintain the safe operation of the facility.

Staff also evaluated the proposed pricing and compared it against industry benchmarks and comparable public agency contracts. The analysis found the proposed costs to be within the expected range for CNG station monitoring and maintenance services and to represent a fair and reasonable cost to the City. The contract structure provides for both fixed monitoring and maintenance services as well as volume-based maintenance activities associated with station usage.

The City's CNG fueling station represents a significant public investment funded through Riverside County Transportation Commission (RCTC) grant funding. Awarding the contract to Clean Energy will ensure the station is properly maintained, monitored, and supported by a qualified service provider, protecting the City's investment and ensuring reliable fueling operations for City vehicles, transit operations, and authorized users.

Based on the responsiveness of the proposal, the qualifications of the firm, and staff's determination that the proposed pricing is fair and reasonable, staff recommends awarding the CNG Station Monitoring and Maintenance Services Agreement to Clean Energy Fuels Corporation.

FISCAL IMPACT:

The proposed agreement will have a monthly rate of $5,748 with a per gasoline gallon equivalent (GGE) rate of $ 0.36. Rates are subject to a yearly CPI increase capped at 5% per year.

The year one cost is estimated at $146,736 based on the monthly rate and the per GGE rate, dispensing nearly 20,000 GGE per month.

Assuming the estimated amount mentioned above of GGE is utilized and factoring in the 5% annual increase cap, the contract value would be $978,000 for the five-year period of the contract.

The proposed agreement will be funded through annual Riverside County Transportation Commission (RCTC) grant funds allocated for transit operations. The City’s required 10% local match will be funded by revenues generated from the sale of CNG to third-party users at the City’s new CNG fueling station.

The expense will be included in the Proposed Fiscal Year 2026/2027 Operating Budget.

Approval of this agreement will have no impact on the City's General Fund.

ATTACHMENTS:

1. Resolution_2026-104.docx
2. Clean Energy's Proposal.pdf
3. Clean Energy's Price Proposal.pdf
4. Contract No C01286 - Clean Energy - CNG Monitoring and Service.docx

RESOLUTION 2026-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A CONTRACT WITH CLEAN ENERGY FOR THE COMPRESSED NATURAL GAS FUELING STATION MAINTENANCE PROGRAM

WHEREAS, the City of Banning is in the closeout phase of the recently completed construction of it's new Compressed Natural Gas (CNG) fueling station located at the City Corporation Yard, which was programmed and funded through the Riverside County Transportation Commission (RCTC) as part of the City's Fiscal Year 2024 Short Range Transit Plan (SRTP); and

WHEREAS, the CNG fueling station was developed to support the City's transit operations, provide fueling infrastructure for municipal vehicles, and provide fueling services to other public and authorized users; and

WHEREAS, the CNG fueling station represents a significant investment in the City's transportation infrastructure and requires ongoing monitoring, preventative maintenance, corrective maintenance, emergency response, inspections, and technical support to ensure the safe, reliable, and efficient operation of the facility; and

WHEREAS, the City conducted a competitive procurement process for CNG Station Monitoring and Maintenance Services through a Request for Proposals (RFP) released on March 25, 2026 and a proposal submission deadline of May 4, 2026; and

WHEREAS, at the conclusion of the solicitation period, the City received one proposal from Clean Energy Fuels Corporation, which was reviewed by City staff for responsiveness to the RFP requirements, qualifications, experience, service capabilities, and proposed pricing; and

WHEREAS, City staff determined that Clean Energy Fuels Corporation possesses the qualifications, experience, personnel, monitoring systems, and technical resources necessary to provide specialized monitoring and maintenance services for the City's CNG fueling station; and

WHEREAS, City staff evaluated the proposed pricing against industry benchmarks and comparable public agency contracts and determined that the proposed costs are within the expected range for CNG station monitoring and maintenance services and represent a fair and reasonable cost to the City; and

WHEREAS, awarding the CNG Station Monitoring and Maintenance Services Agreement to Clean Energy Fuels Corporation will provide for the ongoing monitoring and maintenance of the facility, protect the City's investment, and support reliable fueling operations for City vehicles, transit operations, and authorized users.

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

SECTION 1. The City Council hereby approves the CNG Station Monitoring and Maintenance Services Agreement with Clean Energy Fuels Corporation for the monitoring, preventative maintenance, corrective maintenance, emergency response,

inspections, technical support, and related services necessary for the operation of the City's CNG fueling station.

SECTION 2. The City Council authorizes the City Manager, or designee, to execute the agreement with Clean Energy Fuels Corporation, and to execute any related documents and make necessary 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 25th day of August 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Phaedra Norton, 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 2026-104, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of August 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

Exhibit A

Agreement



City of Banning

May 4, 2026

Peter Oakman
Account Manager
949.437.1073
Peter.Oakman@cleanenergyfuels.com

Compressed Natural Gas (CNG) Fueling Station
RFP-25-114
Proposal

Clean Energy
Shifting carbon into reverse.

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A. Statement of Understanding and Approach

Seamless Project Kickoff

Clean Energy is very familiar with the City of Banning's (City) CNG station. Thus, we do not need to perform an equipment survey, perform initial baseline inspections or review maintenance records, as we would do if taking over service at a new customer's property. The start of our new contract term would be seamless.

If awarded, we would recommend organizing an in-person meeting at your facility, including the City's operations and facilities team and our operations team, to discuss our performance on the new contract. We reserve the right to negotiate mutually agreeable terms after award. Clean Energy respectfully request that the City state in contracts if prevailing wages are applicable including stating the Trade Craft (Labor Classification) required in the contract.

Maintenance Services Project Approach

Clean Energy employs a simple operation and maintenance philosophy, which is to protect customer fueling. We prioritize the reliability and safety of your CNG fueling equipment to ensure the City vehicles will safely make rollout each day. We do this by focusing on preventative and corrective maintenance, and by investing in our people, training, processes, and technology. The following sections describe in greater detail how we accomplish this, and the positive results including world-class station reliability and performance.

O & M Services

City of Banning's O & M CNG Maintenance Service Program Summary	
Inspection Frequency	Weekly
Corrective Maintenance	Included

Access to Clean Energy's Spare Parts Inventory and local storage	Included
Response Time	Technicians available 24/7/365 Phone/Email within 1 hour. 4 hour on site for emergency & 24 hour on site for non emergency.
Work Tracked in Field Services Software	Included
Service Reports via Email	Included
Qualified Local Technicians, Safety & Quality Oversite and Corporate Resources	Included

Callout Response Procedure

We understand the best way to ensure station reliability is with a proactive and regularly scheduled maintenance plan and have provided a sample in Appendix A. However, with heavy machinery and equipment operating at high horsepower, pressures, and temperatures, as well as hundreds of moving parts that are subject to vibration plus the station electronics, unscheduled maintenance will inevitably happen. Clean Energy is fully prepared for any emergency because of our local staff, training, and internal processes.

Any of the following will trigger a Clean Energy response to an issue at the City's CNG station:

- Fault detected by our 24/7/365 live station remote monitoring
- An email message sent to our 24/7/365 Command Center and field staff from our local PLC hardware, triggered by a station fault or shutdown
- Our 24/7/365 Command Center receiving an alert from our server-based SCADA system
- The City reporting a station performance or safety issue by calling our 24/7/365 Command Center at (866) 278-3674 or customerservice@cleanenergyfuels.com.

Under any of the above scenarios triggers the following response:

- Clean Energy Command Center staff will review the fault or situation and try to rectify the problem remotely. If they are unable to resolve the issue, a technician or supervisor is notified and dispatched.
- A Clean Energy technician will respond onsite as soon as possible. At all hours of the day and night, Clean Energy technicians are working. Critical after-hour service does not require Clean Energy to dispatch an on-call employee from their home as we have technicians assigned to work all three shifts.
- Clean Energy has Field Operations Supervisors on duty 24/7/365 to support our technicians and assist as needed, for example when a situation is escalated to their level.



Clean Energy's Command Center. *Live 24/7/365 operators respond to customer calls. This team is responsible for communicating with customers, dispatching technicians, and documenting the resolution steps taken for each call.*

Once the issue is corrected, City staff will be given a debrief, including the corrective measures taken to address the problem. In addition, Clean Energy documents service activities using our Field Service software. The City will receive access to our online web portal, where you will have access to monthly reports that document all service activities at each of your stations.

Service Response Times

Clean Energy understands the importance of timely response to system issues and emergencies. Clean Energy does not offer a guaranteed one (1)-hour or two (2)-hour on-site response time; however, we provide the following response framework to ensure safe, reliable, and continuous operation of the CNG fueling facility.

All monthly and per-GGE rates include a one (1)-hour response time via phone or email, with on-site support provided within four (4) hours for emergency events and within twenty-four (24) hours for non-emergency service requests. Response actions are initiated through immediate remote triage, followed by on-site dispatch as conditions warrant.

Clean Energy's service model emphasizes proactive maintenance, continuous remote diagnostics, stocked critical spare parts, and experienced OEM-trained technicians to reduce the frequency and severity of emergency callouts while maintaining a high level of station reliability.

Emergency Preparedness

Though rarely needed, Clean Energy is prepared for disasters and emergency events. When a disaster or emergency occurs, Clean Energy's technician team follows a proprietary, formal Emergency Preparedness and Response Plan that includes how to prepare and react to emergencies or natural disasters. Safely operating through emergency conditions is critical and we have trained our staff how to implement our emergency plans. During emergencies, our staff communicate in real time on the status and ability to fuel at your station. Our plan is outlined in our Health and Safety Manual, which is readily available to all Clean Energy employees.

Service Quality Monitoring Program

The quality of our operation and maintenance services is driven by the deep experience of our technicians and by our rigorous processes for documenting, reviewing, and validating all work performed. Whenever work is completed at your site, our technicians record detailed notes directly into our Field Service software using their tablets, ensuring accurate, real-time documentation.

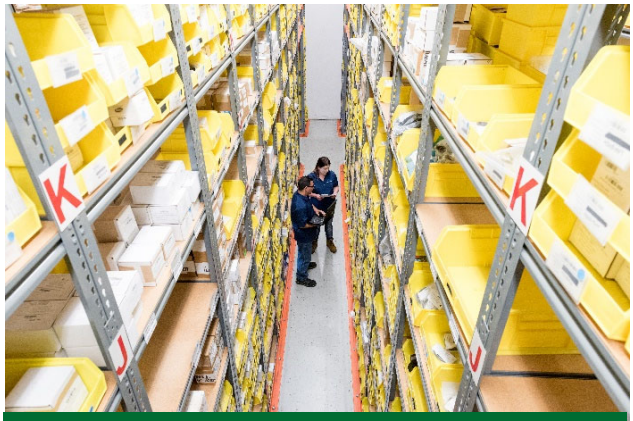
Every work order undergoes two levels of review to confirm both the accuracy of the information and the appropriateness of the work performed. In addition, our supervisors, managers, and directors conduct regular quality inspections at each site to verify that all equipment is operating to the high standards our customers expect. Any quality issue identified is immediately addressed and requires next-level approval once resolved.

Clear and consistent communication is also a core part of our service approach. Our team provides updates before, during, and after all work activities, and our contract management team keeps in contact to ensure expectations are met—and consistently exceeded.

Spare Parts Plan

By choosing Clean Energy, the City will have access to the largest inventory of spare parts in the natural gas fueling industry. Specifically, we have the spare parts necessary for maintenance and repair of your IMW compressors. These parts are within our current North American spare parts inventory which is valued at over $12 million.

The scheduled and emergency repair parts strategy for the City consists of stocking critical parts and consumables in our service vehicles and at a regional warehouse in Carson, California. Our Command Center operators can view the technician's vehicle inventory remotely to determine if they have the correct parts for each job, helping your technician check for adequate parts/materials to perform routine and emergency maintenance.



Carson Parts Warehouse. *When a technician uses a spare part from your station, our warehouse inventory system automatically generates a parts replenishment order.*

Maintenance Program Tools

Clean Energy uses the following tools to support our work plan. Many of these tools are unique to Clean Energy and differentiate our service from that of our competitors.

Remote Station Monitoring. Our Command Center located in Newport Beach, CA is staffed by 13 Clean Energy employees for 24/7/365 coverage to monitor real time station status and respond to any faults or alarms that occur.

Once a fault is detected, our Command Center staff will immediately evaluate the situation and determine the correct response.

Remote SCADA. Our Command Center has access to screens that show the real time status of your station. The screens are customized to match the equipment and automation hardware installed at each location. We can remotely reset faults from the SCADA screens.

Historian. Clean Energy uses technology to collect and record data that we use to make station adjustments and improvements, analyze station performance, and assist in diagnosing station faults. This product records critical station data including pressures, temperatures, valve status, and many other conditions.

The data collected is used to make improvements in station software, optimize set points, and help diagnose station issues. The long-term goal is to use the same data to minimize station outages by predicting future component failures and correcting them before they fail.

Field Service Software. We use Microsoft Field Service software to manage assets and maintenance services. This software is used to manage tasks such as:

- Scheduled inspections and proactive maintenance
- Workforce task scheduling
- Document and organize all maintenance activities including scheduled and corrective

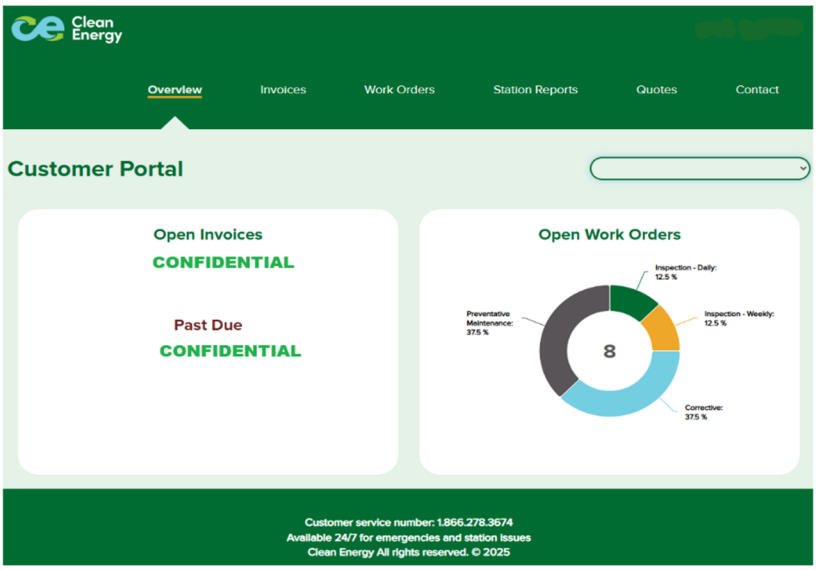
These electronic tools give our team accurate, real-time maintenance records for every Clean Energy-maintained station.

Reporting Plan

The basis of our reporting plan is our cloud-based Field Service and Historian software, which will capture all relevant information about your stations and is described above in the section Maintenance Program Tools. The City staff has access to the tools and reports described below.

Customer Online Portal Access. We have a secure, online customer portal that will serve as the City's one-stop resource to:

- Interact with Clean Energy such as to inquire about invoices/general questions, and
- View all maintenance reports and invoices related to your station



Customer Site Reports. Clean Energy provides monthly Customer Site Reports to all our service customers. Customer feedback indicates that these reports provide great value, because they provide a clear history of service activities and issue corrections at fuel stations we maintain. The reports detail work order numbers, dates and parts that have been installed, and who (which technician) performed the work. They also categorize activities as inspections, preventative maintenance, and correctives. This level of transparency and detail is not provided by most CNG service contractors. The City will receive Customer Site Reports for your station as an integral part of our comprehensive maintenance program.

Inspection and Maintenance Plan.

Please see the Appendix A for a sample inspection and maintenance plan specific to IMW compressors and the fuel station equipment at your sites.

Clean Energy Training Overview and Facility. We know having staff that are trained and experienced in maintaining a customer's specific equipment directly impacts station performance and ability to fuel. As a result, we invest in our employees' training and professional development. We offer multiple types of training programs, including classroom and hands-on components: introductory training, ongoing training, advanced training, and OEM Certified training. We are the only CNG maintenance provider with a comprehensive in-house technician training facility; our facility is located in Denver, CO.



Inside Clean Energy's Maintenance Service Training Center in Denver, CO. *Technicians are trained to repair and maintain CNG equipment of multiple makes and models.*

The training center is equipped with functional equipment and controls that instructors can use to simulate various scenarios, which require the technicians to troubleshoot and isolate a problem and correct the deficiencies. The equipment includes IMW compressors, dispensers, CNG storage bottles and controls equipment for hands-on training. We are the only maintenance service provider who is able to deliver advanced, in-house training and skills specific to maintaining IMW compressors like those found at your fuel stations. Clean Energy technicians practice performing equipment overhauls and basic to advanced troubleshooting and correction services at the training center. During Covid we also developed enhanced online training which remains available to our technicians

today.

Introductory Training Program. Newly hired service technicians are required to complete the courses below. Our training program is comprised of both classroom and hands-on instruction. Topics covered include:



Clean Energy Training Facility in Denver, CO.
This training center offers theory and practical training while using actual CNG equipment in a classroom setting.

- Basic Training - Clean Energy Service Technician 101. During this course employees are given an overview of the company, learn Clean Energy's customer service philosophy, when and how to use personal protective devices, basic HAZCOM training, emergency response procedures, Field Service software training, electrical panel orientation, compressor orientation, and safety.
- Basic Training - Clean Energy Service Technician 102. This course covers the basics of CNG station equipment maintenance including compressor packages, dryer, dispenser, PLC controls, high-pressure fittings, and basic first aid. This training is mandatory, even for experienced CNG technicians.

Ongoing and OEM Certified Training. In addition to basic training, Clean Energy provides the following advanced and supplementary trainings.

- Electrical Training
- PLC Training
- Dispenser Training and Certification
- OEM Certification courses. Our technicians participate in the courses provided by industry OEM suppliers. A few include:
- IMW Compressor Training
- Online Training. Our technicians are required to complete the following online training courses:
- OSHA-10 (minimum requirement for all service personnel)
- OSHA-30 (minimum requirement for all management personnel)
- NFPA 70
- Electrical Hazard Recognition and Control
- Electrical Safety and Lock Out/Tag Out procedures
- Control of Hazardous Energies

- Defensive Driving

Advanced training is not just available to employees; it is strongly encouraged and incentivized. Clean Energy technicians' job titles include Service Technician I, Service Technician II, Service Technician III and Master Service Technician. Employees do not advance to higher levels simply based on years of experience: higher job classifications are earned through demonstrated skills and knowledge in our formal Path to Success Advancement Program. We document and track our technicians' progress through learning management software. Clean Energy's structured approach to training and continuous learning has helped shape our service team into the best-in-class in the industry.

Clean Energy Employee Emergency Training. As part of our standard training curriculum, Clean Energy's technician team is trained to follow a proprietary, formal Emergency Preparedness and Response Plan that includes how to prepare and react to emergencies or natural disasters. Safely operating through emergency conditions is critical and we have trained our staff how to implement our emergency plans. During emergencies, our staff communicate in real time on the status and ability to fuel at your station. Our plan is outlined in our Health and Safety Manual, which is readily available to all Clean Energy employees.

B. Company Information

Clean Energy Profile

Clean Energy provides **CNG**, **RNG**, LNG, LCNG, hydrogen, renewable electricity, and **energy management** solutions across North America. We are headquartered in Newport Beach, California.

We were established on October 28, 1996, and have been a **publicly traded corporation since 2007 (Nasdaq: CLNE).** In June 2018 we received a significant equity investment from Total Energies, one of the largest energy companies in the world. We serve fleet vehicle operators in a variety of markets, including **transit**, **municipal/government**, heavy-duty trucking, airports, refuse, industrial and institutional energy users.

Our 503 employees are based in North America to provide services including fueling station operation and maintenance, station retail & marketing, station design and construction, facility modification, ESP, and supply of renewable fuel to our customers.

The City's primary contact is Peter Oakman, Account Manager, based at Clean Energy's corporate office: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660. Peter can also be reached at (949) 437-1073 and Peter.Oakman@cleanenergyfuels.com.

5-Year Contract Performance Disclosures

Clean Energy Fuels Corp. (CLNE) is an affiliate of the bidding entity, Clean Energy. Pursuant to an arbitrator's final award dated March 3, 2026, CLNE was ordered to pay certain amounts in back wages, penalties, and interest to a former maintenance technician employee who brought California prevailing wage, waiting time, and wage statement claims. Also, CLNE is a defendant in two pending arbitration matters brought by maintenance technicians asserting prevailing wage, waiting time, and wage statement claims.

C. Company Personnel

Clean Energy's primary project team includes operational and contract support personnel. We will self-perform the specialized CNG maintenance services described herein to ensure the City's station reliably fuels your fleet. Clean Energy and all assigned key professional staff are properly licensed to practice in California. We plan to use the same project team that has been performing work under the City's existing CNG maintenance contract with Clean Energy. Refer to Appendix A for key personnel resumes.

- Chris Gate, Director of Operations. Chris oversees the supervisory and service technician team that is assigned to these sites. He has 35+ years of operational management experience.
- Erwin Frederick, Operations Supervisor. Erwin, serving as the supervisor, will continue to manage the service technician team that is responsible for performing maintenance at your station. Erwin has 26+ years of CNG experience including mechanical and supervisory skills. Erwin's OSHA certificate is attached in Appendix B.
- Andrew Lucero, Service Technician 3. Andrew will continue to perform maintenance service at your station and has 17+ years in CNG experience. Andrew's IMW, OSHA and relevant CNG equipment training is attached in Appendix B.
- Ken Hamel, Service Technician 2. Ken will continue to perform maintenance service at your station. Ken has 12 years of CNG experience. Ken's IMW, OSHA, and relevant CNG equipment training is attached in Appendix B.

Contract Management

Clean Energy's Contract Management Team will manage and oversee the contract administration including contract negotiations, business terms, quarterly and/or as needed in-person meetings and more. Contract Management personnel are also available as needed 24/7/365.

- Peter Oakman, Account Manager. As City's Contract Manager and main point of contact, Peter will coordinate contract activities and ensure contract compliance with the support of Clean Energy's Operations department. Peter has over 20 years of professional experience with project management, account management (private and public sectors), sales and operations analysis, and operations management for the transit industry. Peter is the current contract

manager on the City's current T&M service contract. Peter has a B.S. in Business Administration and Management from Emory & Henry University.

- Kenneth Nicholson, Vice President. Kenneth will provide leadership and oversight for your contract. Ken has 18+ years of leadership experience at Clean Energy and in the transit sector.

Contact Information

For a station performance or safety issue, contact our 24/7/365 Command Center at (866) 278-3674 or customerservice@cleanenergyfuels.com.

For any contractual inquiries or concerns, please contact Peter Oakman, Account Manager, at peter.oakman@cleanenergyfuels.com or (949) 437-1073. Peter is located at Clean Energy's headquarters: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660.

Subcontractor

Clean Energy will perform the specialized maintenance services for CNG. For non-specialized CNG tasks like pressure washing station equipment, we plan to use Dr. Detail Services, a certified DBE and long-term subcontractor for Clean Energy. We have worked with Dr. Detail Services for over 12 years.

D. Disclosure of Past/Current Relationships with City of Banning Officials

To the best of our knowledge, we do not have 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.

E. Experience and References

Proposer's Direct CNG Fueling Experience at City of Banning

Over the last 12 months, the City has partnered with Clean Energy and has benefited from Clean Energy's proven reliability and strong operational performance. Throughout this partnership, Clean Energy has consistently demonstrated the technical expertise, responsiveness, financial stability and operational capability required to support the City's fueling infrastructure.

Clean Energy remains the only provider fully qualified, properly equipped, and experienced to reliably maintain the City's IMW brand compressors and associated fueling equipment, supporting safe, consistent, and efficient operation of the station.

Clean Energy is the exclusive provider of sales, distribution, commissioning, and service of all IMW Industries Ltd equipment. Please see the attached letter from IMW Industries, LTD verifying Clean Energy is the exclusive provider.

Clean Energy Compression
Unit #610 - 44688 South Sumas Road
Chilliwack, BC, Canada V2R 5M3

safe Gas designed for you

Clean Energy COMPRESSION

11 July, 2022

To whom it concerns,

IMW Industries Ltd. (dba Clean Energy Compression) (IMW) has engaged Clean Energy (CE) as the exclusive provider of sales, distribution, commissioning and service of all vehicle transportation products in the United States of America and Canada.

Regards,

Colm Murphy
General Manager

Transit CNG Station Maintenance and Public Retailing Experience

Clean Energy has been maintaining CNG and LNG fueling stations for more than 29 years. We fuel over 10,000 transit buses daily with approximately 126 million gallons of RNG, LNG and CNG annually in North America. We invite the City to discuss Clean Energy's performance with the enclosed three transit references. In total, we operate 120 natural gas fueling stations for 82 transit agencies nationwide.

We retail fuel at hundreds of stations across the country, including public access dispensers for many transit agencies and cities, and market this fueling network to a wide range of fleets.

Transit References For Similar Services - CONFIDENTIAL

Reference 1. Omnitrans

(a) Name and Adress: Omnitrans | 1700 West Fifth St., San Bernardino, CA 92411

(b) Project Start and End Dates: 2019-2027
(c) Project Contact: Connie Raya | phone: (909) 379-7183 | email: Connie.Raya@omnitrans.org

(d) Project Description: Perform comprehensive inspections and maintenance services at two high-usage private transit CNG fueling stations, including preventative and corrective maintenance, and emergency callouts.

Reference 2. Kings County

(a) Name and Adress: Kings County | 610 W 7th St, Hanford, CA 93230

(b) Project Start and End Dates: 2017 - 2027
(c) Project Contact: Angie Dow | Phone: (559) 852-2717| Email: angie.dow@co.kings.ca.us

(d) Project Description: Performed monthly maintenance inspections of compressed natural gas (CNG) fueling equipment and systems. Performed corrective repairs, technical support, and emergency response as needed or upon request.

Reference 3. City of Norwalk

(a) Name and Adress: City of Norwalk | 12650 Imperial Hwy, Norwalk, CA 90650

(b) Project Start and End Dates: 2015 - 2030
(c) Project Contact: Janet Welde | Phone: (562) 929-5600 | Email: jweldenorwalkca.gov

(d) Project Description: Perform comprehensive inspections and maintenance services at the City of Norwalk's private transit CNG fueling station, including preventative and corrective maintenance, and emergency callouts.

Financial Strength

Per the RFP requirement, Clean Energy has not filed for bankruptcy under any business name over the past five years. Clean Energy was established in October 1996 and has been a publicly traded company since 2007 (Nasdaq: CLNE). As of December 31, 2025, Clean Energy's current assets are $350 million, including $158 million of cash and cash equivalents. Please also refer to our latest audited financial statements, 2025 Audited Financials (10-K). Additional financial information may be found at: Annual Reports :: Clean Energy Fuels Corp. (CLNE).

Appendices

- Appendix A, Sample IMW PM Schedule
- Appendix B, Key Personnel Resumes

Appendix A, Sample IMW PM Schedule

INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE

IMW Compressors	Weekly	Annual	1,000 Hour	2,000 Hour or 1 Yr.	4,000 Hours	5,000 Hours	10,000 Hours	15,000 Hour	20,000 Hour	40,000 Hour	3 Years
Perform a system walk-around and check for leaks.	✓										
During operation, check/record/verify compressor performance data.	✓										
Visually inspect compressor hoses, tubing, piping, and valves for leaks and abnormalities.	✓										
Visually inspect gas panels for leaks and abnormalities.	✓										
Listen for any abnormal sounds such as banging or hissing.	✓										
Check priority panel for proper operation.	✓										
Drain all inter-stage scrubbers and filters.	✓										
Drain recovery tank sump and vent header.	✓										
Check outlet air louver operation (if applicable).	✓										
Check bolts, clamps, and nuts for tightness. Torque if necessary.	✓										
Visually inspect all pressure relief devices for signs of failure or leakage.	✓										
Verify ESD control function.	✓										
Verify equipment warning and alarm triggers for proper function. Repair if needed.	✓										
Check gas detector calibration. Recalibrate if required.			✓								
Check control voltage: 120VAC to 24VDC.			✓								
Check main and pilot gas regulator settings.			✓								
Inspect and verify all control valve operation.			✓								
Change inlet and discharge filter elements, and clean filter bowl.			✓								
Verify setpoints of all instrumentation (pressure and temperature switches, oil level switches, flow switch, etc.).			✓								
During start-up, check blow-down and recirculation functionality. Perform adjustments as required.			✓								
Check heat exchanger for any obstruction or debris accumulation. Clean if required.			✓								
Check drive belts, alignment and belt tension.* Replace if worn.			✓								
Check vent stack for obstructions.				✓							
Lubricate main drive motor bearings.**				✓							
Perform vibration tests.				✓							
Remove and clean compressor valves. Inspect for cracks or breakage. Leak-test with solvent. Rebuild if required.				✓							
Inspect and replace piston rings.						✓					
Inspect pistons, piston rods, and piston retainers. Replace if worn.						✓					
Remove and rebuild compressor valves with the appropriate valve repair kit.						✓					
Replace all compressor valves.							✓				
Inspect and replace piston rings, rod packing, O-rings, and gaskets.							✓				
Inspect cylinders and measure tolerance with a micrometer. Replace if worn.							✓				
Inspect wrist pins and crosshead bushings/bearings. Replace if worn.								✓			

INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE	Weekly	Annual	1,000 Hour	2,000 Hour or 1 Yr.	4,000 Hours	5,000 Hours	10,000 Hours	15,000 Hour	20,000 Hour	40,000 Hour	3 Years
Replace connecting rod shell bearings.									✓		
Replace crankshaft assembly. Adjust end-play as necessary.										✓	
PRVs - All Station Equipment											
Inspect and recertify per code requirements		✓									✓
Natural Gas Dryers											
Check and drain dryer as necessary	✓										
Regenerate Dryer when Dewpoint is below -40 deg F		✓									
Check all gauges for proper function	✓				✓						
Inspect dryer dew point sensors for proper reading		✓									
Inspect dryer filters		✓									
Check dryer shutdown mechanism	✓										
CNG Storage Vessels											
Check/drain storage vessels	✓										
Switchgear											
Clean inside panel		✓									
Exercise Disconnect Switches		✓									
Visual and thermographic inspection with Inferred Camera		✓									
Compressor Motor Starter Panel											
Visually inspect electrical connections for over heating	✓										
Check contactor connections are tight		✓									
Thermographic Inspect of electrical components with Inferred camera looking for over heating and component breakdown		✓									
Methane Detection System											
Test and verify proper function of methane detection systems and alarms	✓										
Calibrate all gas detectors		✓									
UPS System (If Applicable)											
Clean Area around UPS clean, vacuum dust from UPS case	✓										
Communication/Control Panel											
Visually inspect components	✓										
Clean inside of cabinet and keep free of dust and dirt	✓										
Buffer / Matrix Panels											
Inspect for gas leaks	✓										
Visually inspect valves for proper operation	✓										
Clean all dust and dirt for inside and on top of valves	✓										
Equipment Protective Structure											
Inspect and touchup paint where worn and rusting points	✓										
Inspect lighting	✓										
Dispensers											
Clean and inspect dispensers, nozzles, posts and hoses	✓										
Clean and lubricate breakaway couplings as necessary	✓										
Check dispenser filters and drain or replace as necessary	✓										
Inspect dispenser coalescing filters	✓										

Appendix B, Key Personnel Resumes (Confidential)

Erwin Frederick

Field Operations Supervisor

Relevant Experience

20+ Years

Licensing/ Certifications/ Training

- OSHA-30 Hour
- HAZCOM GHS Training
- Ariel Compressor Training - 2008
- Bauer Compressor Training - 2016
- GE Compressor Training - 2016
- Greenfield Compressor Training - 2008
- IMW Compressor Level 1 & 2 – 2012
- IMW Compressor Level 3 & 4 – 2013
- Gilbarco Dispensers – 2010
- Wayne Dispensers - 2018
- Clean Energy PLC Training Horner, Siemens & Allen Bradley - 2016
- PSB Gas Dryers - 2008
- Swagelok Training – 2008
- LNG Systems – 2010
- California Weights & Measures Certified
- California CNG Vehicle Inspection Certified

Professional Profile

Erwin is responsible for managing the technicians that perform preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's and customer-owned CNG/LCNG/LNG/Hydrogen fueling stations and facilities in southern California.

Prior to Clean Energy, Erwin was with SunLine Transit Agency as a vehicle maintenance technician to your satellite shops where he performed bifuel (CNG & gasoline) maintenance programming on engines, fuel systems and vessels for 35 buses and 14 cutaways. Erwin received Chart and Ariel's first program training while at SunLine. Erwin also performed maintenance and repair for SunLine/Pickens Fuels' four CNG stations in Coachella Valley. Erwin's past experience also includes providing SunLine Transit Agency CNG station maintenance for nine years. At the time, SunLine had 184 transit buses at two sites (four compressors). He also maintained Sunline's LNG and hydrogen stations.

Professional Experience

Field Operations Supervisor
Clean Energy, 2018 – Present

Master Service Technician
Clean Energy, 2009 - 2018

Senior Service Technician
Clean Energy, 2004 - 2009

Relevant Project Experience

OmniTrans – San Bernardino, CA
Facility type: CNG fueling station for 74 transit buses
Scope of work: Repair and maintenance of station

MBTA – Joshua Tree & 29 Palms, CA
Facility type: Private/public fast fill and time fill CNG transit buses
Scope of work: Operation and maintenance of station

Republic Services – Chula Vista
Facility type: Private, time-fill CNG fueling station for refuse trucks
Scope of work: Operation and maintenance of station

Republic Services – San Diego
Facility type: Private, time-fill CNG fueling station for refuse trucks
Scope of work: Operation and maintenance of station

OSHA Occupational Safety and Health Administration

36-900419102

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

General Industry Safety and Health

ERWIN FREDERICK

Marie Athey	12/1/2014
(Trainer name – print or type)	(Course end date)

Chris Gate

Operations Director

Relevant Experience

35+ Years

Education

University of Phoenix
- MBA, 2003

California State University, Fullerton
- B.A. Business Management, 1998

Texas A&M University
- Termite Biology

Purdue University
- Entomology Science

Licensing/ Certifications/ Training

- Six Sigma Greenbelt
- ISO 9001:2000 Implementer/Top Management
- State of California – Dept. of Consumer Affairs Field Representative
- State of California – Dept of Food & Agriculture Division of Weights & Measures Advisory Committee

Clean Energy

Professional Profile

Chris is responsible for overseeing all day-to-day operations and maintenance for Clean Energy's CNG/LCNG/LNG/hydrogen stations & facilities in Southern California. Chris directs and supervises the local service technicians responsible for all preventative, scheduled and unscheduled maintenance and repair services. In addition, Chris provides existing station data to assist R&D with compressor reliability and throughput improvements and administers service fulfillment through the Clean Energy Field Service network.

Chris has over 35 years in the consumer services industry, leading teams of up to 300 front-line technicians, trainers, and installers.

Professional Experience

Operations Director
Clean Energy, 2013 - Present

Executive Group Leader
Target Logistics, 2010-2012

Region General Manager
Sears Home Services, 1998-2006

General Manager
CTG Consulting, 2009-2013

Region Operations Manager
Orkin Pest Control, 2006-2009

Relevant Project Experience

LACMTA
Facility type: Private, fast-fill CNG fueling stations for transit buses
Scope of work: Design, build, and/or operate and maintenance of stations at all divisions

Foothill Transit | Irwindale & Pomona, CA
Facility type: Private, fast-fill CNG fueling stations for transit buses. Hydrogen station (Pomona)
Scope of work: Design, build, upgrade and operate and maintenance of stations

Los Angeles County Sanitation District
Facility type: Public fast-fill CNG station
Scope of work: Design, build, operate, maintain, marketing, retail

City of Ontario
Facility type: Public/private fast-fill/time-fill CNG station
Scope of work: Providing repair & maintenance service to a medium-sized waste hauling and administrative fleet operation

Andrew Lucero

Service Technician 3

Relevant Experience

17 Years

Licensing/ Certifications/ Training

- Clean Energy Denver Training Center, 2013
- Clean Energy Technical Training, 2013
- PSB Dryers, 2014
- IMW Compressors, 2016
- GE CNG In-A-Box, 2015
- Ariel Factory Training, 2014
- Quincy Compressors, 2011
- ANGI Compressor Pkg, 2013
- Fuelmaker, 2008
- Dryers: PSB, Xebec 2013
- Dispensers: Kraus, ANGI, Gilbarco, 2013
- PLC: Murphy, Horner, Allen Bradley, Siemens
- Storage: ASME, Swagelok

Clean Energy

Professional Profile

Andrew is responsible for providing all preventative, scheduled, and nonscheduled maintenance and repair services at Clean Energy's and customer-owned CNG fueling stations in the Inland Empire & Desert areas of Southern California.

In addition to his maintenance management duties, Andrew provides basic CNG equipment and safety training for first-time CNG users, or maintenance training for our customer's maintenance staff. Andrew also supports Clean Energy's in-house training program by providing in-the-field training for our junior technicians which ensures that our customers will have access to a team of highly-skilled maintenance technicians.

Andrew has over 17 years of related experience. He served in many technical roles, and is proficient in all facets of CNG repair and maintenance.

Professional Experience

Service Technician, Level 3
Clean Energy, 2019 - Present

Service Technician, Level 2
Mansfield GES, 2008 – 2013

Service Technician, Level 2
Clean Energy, 2013 – 2019

Relevant Project Experience

Clean Energy | San Bernardino, CA
Facility type: CNG station for fueling 175 Amazon 18-wheelers.
Scope of work: Repair and maintain.

Omnitrans | San Bernardino, CA
Facility type: CNG station for fueling 110 transit buses.
Scope of work: Repair and maintain.

Clean Energy | Palm Springs, CA
Facility type: fast-fill CNG station serving public fueling and Palm Springs Airport shuttle buses.
Scope of work: Operate and maintain.

CERTIFICATE
OF ACHIEVEMENT

IMW COMPRESSORS

Presented to

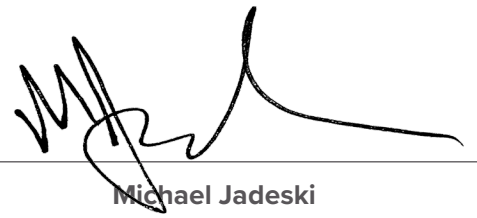
Andrew Lucero

For successfully meeting all standards
and requirements for in-person training.



Bill Vernon
Regional Vice President

04/11/16



Michael Jadeski
Regional Vice President

OSHA Occupational Safety and Health Administration

36-701655832

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in

General Industry Safety and Health

Andres Lucero

Peter Rice *G0035375*

(Trainer name – print or type)

11/17/2014

(Course end date)

Ken Hamel

Service Technician 2

Relevant Experience

12 Years

Licensing/ Certifications/ Training

- Clean Energy Denver Training Center 2014
- PSB Dryers, 2014
- IMW Compressors, 2016
- Ariel Factory Training, 2018
- ANGI Compressors, 2022
- In-the-Field Training & Experience: Compressors: Ariel, Gemini, GE, Greenfield/Atlas Copco,
- Dryers: PSB, Xebec 2014
- Dispensers: Kraus, ANGI, Gilbarco, Wayne 2013-2025
- PLC: Murphy, Horner, Allen Bradley, Siemens
- Storage: ASME, Swagelok

Professional Profile

Ken is responsible for providing all preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's and customer-owned CNG fueling stations in the Inland Empire and Desert areas of Southern California.

In addition to his maintenance management duties, Ken provides basic CNG equipment and safety training for first-time CNG users, or maintenance training for our customer's maintenance staff.

Professional Experience

Service Technician, Level 2
Clean Energy, 2013 - Present

Relevant Project Experience

Burrtec | Palm Desert, CA
Facility type: CNG station for fueling 95 refuse trucks.
Scope of work: Repair and maintain.

Burrtec | Coachella, CA
Facility type: CNG station for fueling 95 refuse trucks.
Scope of work: Repair and maintain.

MBTA | 29 Palms, CA
Facility type: Fast fill & time fill CNG station serving 40 transit buses.
Scope of work: Operate and maintain.

CERTIFICATE
OF ACHIEVEMENT

IMW COMPRESSORS

Presented to

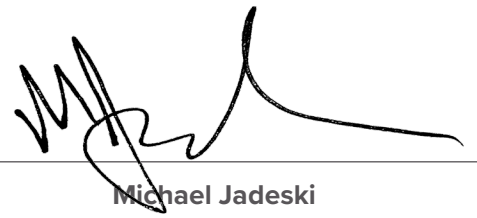
Ken Hamel

For successfully meeting all standards
and requirements for in-person training.



Bill Vernon
Regional Vice President

04/11/16



Michael Jadeski
Regional Vice President

OSHA Occupational Safety and Health Administration

36-701561524

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in

General Industry Safety and Health

Ken Hamel

Peter Rice G0035375

10/26/2014

(Trainer name – print or type)

(Course end date)

Peter Oakman

Account Manager

Relevant Experience

15 Years

Education

Emory & Henry College

- B.S. Business Administration and Management, 2005

Areas of Expertise

- Transit Industry
- Private & Public Industry Relations
- Project Management
- Account Management
- Business Development
- Sales & Operations Analysis
- Operations Management

Professional Profile

Peter is a responsible for ensuring transit customers in the Western US and Canada who use our fueling stations or services receive exceptional operational and sales support. His job includes educating new potential customers on the wide range of benefits of RNG and natural gas as a transportation fuel.

Peter has over 15 years of professional experience with project management, account management (private and public sectors), sales and operations analysis, and operations management for the transit industry. Peter has a B.S. in Business Administration and Management from Emory & Henry College.

Professional Experience

Account Manager
Clean Energy, Nov 2023 – Present

Contract Stations Relations Supervisor
AAA – The Auto Club Group, 2021 – 2023

Account Manager
United Bus Technology
2019 – 2020

General Manager Anaheim
Sun Diego Charter Company
2016 – 2019

Vice President, Sales
Coach USA, 2012 – 2016

Western Region Operations Analyst
ABC Companies 2010 – 2012

Sales Associate
ABC Companies 2005 – 2010

Relevant Project Experience

Kings County Area Public Transit Agency | 2018 – Present
Facility type: CNG station
Scope of work: Station Maintenance & RNG Supply

City of Lodi | 2020 – Present
Facility type: CNG station
Scope of work: Station Maintenance & RNG Supply

Basin Transit | 2018 – Present
Facility type: 2 stations CNG station
Scope of work: Station Maintenance & RNG Supply

A0598057

1992496

FILED
In the office of the Secretary of State
of the State of California

JUN 24 2003

KEVIN SHELLEY, Secretary of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF ENRG FUEL USA, INC.

Andrew Littlefair and Mitchell Pratt certify that:

1. They are the president and secretary, respectively, of ENRG Fuel USA, Inc., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is hereby amended in its entirety to read as follows:

"I.

The name of this corporation is:

CLEAN ENERGY"

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.

4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 1,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: June 23, 2003

Andrew Littlefair, President

Mitchell W. Pratt

Mitchell Pratt, Secretary

OFFICE OF THE SECRETARY OF STATE

W02-LA:LKF\70560532.1

10574034

1992496

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF PICKENS FUEL CORP.

FILED
In the Office of the Secretary of State
of the State of California

DEC - 7 2001

BILL JONES, Secretary of State

Andrew Littlefair and Ron Zink certify that:

1. They are the president and secretary, respectively, of Pickens Fuel Corp., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is hereby amended in its entirety to read as follows:

"

I.

The name of this corporation is:

ENRG FUEL USA, INC."

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.

4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 1,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: October 31, 2001

Andrew Littlefair, President

Ron Zink, Secretary

WORD-LA\LKF\11126743.2



City of Banning

May 4, 2026

Peter Oakman
Account Manager
949.437.1073
Peter.Oakman@cleanenergyfuels.com

Compressed Natural Gas (CNG) Fueling Station
RFP-25-114
Price Proposal

Clean Energy
Shifting carbon into reverse.

Price Proposal

City of Banning: O & M Services	
Item	Per GGE fee
Monthly Rate	$5,748
Per GGE Rate	$0.36
Monthly fee of $5,748 plus $0.36 per GGE dispensed. Rates are subject to a yearly CPI increase (capped at 5% per year).	
Not To Exceed, Total Value: $978,000.00	

Clean Energy understands the importance of timely response to system issues and emergencies. While Clean Energy does not offer a guaranteed one (1)-hour or two (2)-hour on-site response time, we provide the following response framework to ensure safe, reliable, and continuous operation of the CNG fueling facility. All monthly and per-GGE rates include a one (1)-hour response time via phone or email, with on-site support provided within four (4) hours for emergency events and within twenty-four (24) hours for non-emergency service requests. Response actions are initiated through immediate remote triage, followed by on-site dispatch as conditions warrant.

AGREEMENT FOR PROFESSIONAL SERVICES (C01286)
BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of the _____ ("Effective Date") by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and Clean Energy, a California Corporation whose address is 4675 MacArthur Court, Newport Beach, CA 92660 a ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "party" and hereinafter collectively referred to as the "parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City desires to engage Contractor to provide the following services: maintenance services for its Compressed Natural Gas (CNG) fueling station located at 176 E. Lincoln St, Banning, CA 92220 ("Facility"); and

B. Contractor has made a proposal ("Proposal") to the City to provide such professional services, which Proposal is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

C. Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to City that Contractor possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after five (5) year anniversary of the Effective Date unless extended by the parties with the approval of the City Council of the City.

2. Services to be Performed. Contractor agrees to provide the services ("Services") as follows: maintenance services for City's CNG fueling station in accordance with Exhibit "A". All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Contractor designates Peter Oakman as Contractor's Representative responsible for overseeing the Services provided by Contractor ("Contractor's Representative"). City designates the City Manager, or his or her designee, to act as the Project Manager ("Project Manager") in connection with the delivery of Services under this Agreement. Contractor shall be responsible for labor, parts, consumables, and standard and specialty tools required for the Services. Contractor bears normal wear-and-tear maintenance and repair costs, but City is responsible for costs caused by damage, abuse, or neglect by City personnel, City contractors, or third parties, fire extinguisher recertification, obsolete equipment, parts or software, discontinued equipment, parts or software. In the event that the Proposal contains terms that are in addition to or in conflict with this Agreement, other than the price for Services, such terms shall not be valid and shall be of no force or effect.

As between Contractor and City, all right, title, and interest in and to the Facility and any improvements made to the Facility shall at all relevant times remain with City. City retains all rights in and to the Facility and any improvements thereon.

License for Access to Facility. City hereby grants to Contractor during the Term, a license for ingress, egress, and general access to the Facility to the extent necessary for Contractor to provide the Services (as defined below).

3. Associates and Subcontractors. Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as Contractor deems necessary to perform the Services; provided, however, that Contractor shall not subcontract any of the Services without the prior written consent of City. Contractor shall ensure that all subcontractors comply with the requirements of this Agreement, including, but not limited to, insurance, indemnification, and licensing requirements.

4. Compensation.

4.01 Contractor shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by City to Contractor under this Agreement shall not exceed the amount of Nine Hundred Seventy-Eight Thousand Dollars and Zero Cents ($978,000.00).

City will be responsible for any expenses or costs associated with City-requested or City-approved expansions that may be required to expand the capacity or functionality of and/or upgrade City's

CNG fueling station that are outside the Scope of Services under this Agreement. Contractor shall remain responsible for maintenance and repairs included within the Scope of Services. Except as mutually agreed to in a written amendment to this Agreement, Contractor has no obligation to provide Services for new equipment added to City's CNG fueling station that is not listed in Section 4.12 of the Request for Proposals or for equipment listed in in the Request for Proposals, which has been altered by a third party after the Effective Date, including but not limited to upgrades of existing equipment. City shall be responsible only for the reasonable costs of repairing damage directly caused by a Force Majeure event, to the extent such damage is not covered by insurance and is not caused, in whole or in part, by Contractor's negligence, willful misconduct, or breach of this Agreement. City will be responsible for the provision and payment of any and all utility service charges for utility service consumed at City's CNG fueling station during the term (including, without limitation, gas, electricity, water, waste disposal, refuse collection and other utility-type services furnished to Contractor or City's CNG fueling station). Notwithstanding anything to the contrary and for the avoidance of doubt, Contractor makes no representation or warranty regarding the quality, specification or content of natural gas dispensed from City's CNG fueling station. City shall be responsible for and shall at its own expense maintain the surrounding property in the vicinity of City's CNG fueling station. City shall be responsible for any taxes (including, without limitation, any real property taxes and assessments) relating to the property and taxes that are determined by reference to the selling price of the services or parts provided under this Agreement unless City has provided a valid exemption certificate prior to the rendering of such services or delivery of the parts. In the event City fails to pay an undisputed invoice within thirty (30) days after written notice that payment is overdue, Contractor may suspend Services only after providing an additional thirty (30) days' written notice, provided Contractor shall continue only those Services reasonably necessary to prevent imminent damage to the Facility or unsafe conditions, and City shall reimburse Contractor for reasonable, documented costs for such Services.

Contractor shall not incur any expense or perform any work for which City is responsible under this Section without City's prior written authorization, except where immediate action is reasonably necessary to protect persons or prevent imminent damage to the Facility, in which case Contractor shall notify City as soon as reasonably practicable. Reasonable costs incurred by Contractor in taking such immediate action are deemed authorized and reimbursable by City, subject to prompt notice and reasonable documentation.

4.02 Contractor shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

4.03 Contractor shall submit to City, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. City shall forward a copy of each monthly natural gas bill related to City's CNG fueling station to Contractor within ten (10) business days of City's receipt of each bill. City shall have the right to review and audit all invoices prior to or after payment to Contractor. This review and audit may include, but not be limited to City's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Verification that the hours billed, when multiplied by the approved hourly rates, result in the correct total;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Contractor with a request for explanation or adjust the payment accordingly and give notice to Contractor of the adjustment.

4.04 If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. For purposes of this Section, receipt shall be defined as the day the invoice is transmitted by Contractor. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion. Any payments not made within thirty (30) days after the date payment is due shall accrue interest on the unpaid amount at a rate of 10% per annum or the maximum rate permitted by applicable law, whichever is less, beginning on the day after such thirty (30)-day period and continuing to and including the date payment is received by Contractor.

5. Obligations of Contractor.

5.01 Contractor agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the City other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, Contractor will supply all personnel, materials and equipment required to perform the Services. Contractor shall provide its own offices, telephones, vehicles and computers. Contractor will determine the method, details, and means of performing the Services under this Agreement.

5.03 Contractor shall keep City informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by City, Contractor shall prepare written status reports.

5.04 Contractor is responsible for paying, when due, all income and other taxes, fees, and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Contractor agrees to indemnify, defend, and hold harmless City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

5.05 In the event Contractor is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 Contractor represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event City is required to obtain an approval or permit from another governmental entity, Contractor shall provide all necessary supporting documents to be filed with such entity.

5.07 Contractor shall be solely responsible for obtaining Employment Eligibility Verification information from Contractor's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Contractor's employees are eligible to work in the United States.

5.08 In the event that Contractor employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 Contractor shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing

Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

5.11 Contractor shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.12 By executing this Agreement, Contractor warrants that Contractor (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 conditions, circumstances, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such facts and shall not proceed until written instructions are received from the Project Manager. Contractor shall not be financially or legally responsible for underground hazards, soil contaminants, or soil conditions that were not brought to the property by Contractor and that require remediation, removal, replacement, disposal, or unanticipated soil or foundation preparation work, Contractor may terminate this Agreement by written notice to City. Upon termination, City shall compensate Contractor for all services satisfactorily performed through the effective date of termination, including any authorized and non-cancelable expenses incurred before such date.

Warranty.

With respect to services performed by Contractor pursuant to this Agreement, for a period of one (1) month from the date of performance of such services (the “Warranty Period”), Contractor warrants to City that the services shall be free from defects in workmanship (the “Warranty”). Contractor’s Warranty is limited solely to Contractor’s operation and maintenance workmanship and does not cover defects, failures, design issues, manufacturing defects, construction defects, installation defects, latent conditions, site conditions, or problems caused by the manufacturer, builder, installer, designer, engineer, prior contractor, site contractor, or any other third party.

If City gives Contractor prompt written notice of breach of this Warranty during the Warranty Period, Contractor shall, at its sole option and as City’s sole remedy, either re-perform the service (City to provide Contractor with unencumbered access to the Facility and equipment) or refund the purchase price therefore. . If Contractor determines that any claimed breach is not, in fact,

covered by this Warranty, City shall pay Contractor its then customary charges for any re-performance completed by Contractor, or, in the event Contractor refunded City the purchase price, City shall return the purchase price to Contractor. Contractor's warranty is conditioned on City (a) operating and maintaining the applicable work in accordance with Contractor's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Contractor. Contractor's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Contractor). Warranty repair or replacement shall not extend or renew the applicable Warranty Period.

With respect to equipment, part(s) or material(s) provided by Contractor to City pursuant to this Agreement, Contractor hereby assigns to City, to the extent assignable, any warranties made to Contractor by the applicable manufacturer or supplier, and Contractor shall have no other liability to City related to the supplied equipment, part or material under warranty, tort or any other legal theory.

THE WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

5.13 Time is of the essence in the performance of this Agreement.

6. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Contractor hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; Contractor agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its

officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If Contractor or Contractor's employees will use personal autos in performance of the Services hereunder, Contractor shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation insurance for any of Contractor's employees that will be providing any Services hereunder. Contractor will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6.04 Optional Insurance Coverage. Choose and check one: Required __ /Not Required X; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by Contractor, its employees and/or agents in the performance of any Services for City.

6.05 Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [___] (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Contractor will file with City, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to City evidencing.

6.06 If Claims Made Policies (applies only to professional liability and cyber liability policies):

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

7. General Conditions pertaining to Insurance Coverage.

7.01 No liability insurance coverage provided shall prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

7.02 Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A-VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees that that all insurance coverage required to be provided by Contractor or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of the Services performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Indemnification.

8.01 Contractor and City agree that each party and its respective employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs to the extent caused by the other party's material breach, negligent actions or omissions, willful or reckless misconduct, or material violation of applicable law in connection with this Agreement as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed consistent with those limitations. Each party acknowledges that the other party would not enter into this Agreement in the absence of the applicable commitment to defend, indemnify, and protect the other party as set forth herein.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred only to the extent caused by or arising in whole or in part due to the performance of Contractor's material breach, negligent actions or omissions, willful or reckless misconduct, or material violation of applicable law in connection with this Agreement. Contractor's obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Contractor (and/or Contractor's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Contractor as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Contractor shall not be required to indemnify and hold harmless City

as set forth above for liability to the extent arising from the negligent actions or omissions or willful or reckless misconduct of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A Indemnification Design Professionals. In the event that Contractor is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Contractor, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to Contractor shall not exceed Contractor's proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01. In the event Contractor performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Contractor shall not be compensated for such services. Contractor expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

9.02 Contractor shall promptly advise the City Manager and Finance Director of City as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the City and/or City Council.

10. Termination of Agreement.

10.01. Notwithstanding any other provision of this Agreement, Either party may terminate this Agreement without cause, or for no cause, at any time by giving sixty (60) days' written notice to the other party. Additionally, both parties may terminate this Agreement for the other party's insolvency, bankruptcy, appointment of a receiver, commencement of a creditor-

protection proceeding, or uncured material breach after written Notice and a thirty (30) day cure period; provided that, if the cure is commenced within thirty (30) days and diligently pursued, the cure period shall be extended for such additional time as is reasonably necessary to complete the cure. Termination shall be without prejudice to the non-breaching party's rights and remedies.

10.02 In the event of termination, the payment of monies due Contractor for Services performed prior to the effective date of such termination, including any outstanding maintenance fees incurred up to the date of termination and reimbursement to Contractor for any and all reasonable costs related to the operation and maintenance of the Facility paid or irrevocably committed to by Contractor before the date of termination, shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. This payment obligation shall survive termination of this Agreement. Immediately upon termination, Contractor agrees to promptly provide and deliver to City all original documents, reports, studies, plans, specifications and the like which are in the possession or control of Contractor and pertain to City.

11. Status of Contractor.

11.01 Contractor shall perform the Services in Contractor's own way as an independent contractor, and in pursuit of Contractor's independent calling, and not as an employee of City. However, Contractor shall regularly confer with City's City Manager or Project Manager as provided for in this Agreement.

11.02 Contractor agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 Contractor hereby specifically represents and warrants to City that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of City and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the City is located. Further, each representative signing this Agreement represents and warrants that he, she, or it has actual authority to sign this Agreement on behalf of City or Contractor, as applicable.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, and all other documents of any kind or nature prepared, developed, or obtained by Contractor in connection with the performance of Services performed for the City shall become the sole property of City, and Contractor shall promptly deliver all such materials to City upon request. At the City's sole discretion, Contractor may be permitted to retain original documents, and furnish reproductions to City upon request, at no cost to City.

12.02 Subject to applicable federal and state laws, rules and regulations, City shall hold all intellectual property rights to any materials developed pursuant to this Agreement. Contractor shall not use such data or documents for purposes other than the performance of this Agreement, nor shall Contractor release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of City.

12.03 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City's agents for examination all of such records and shall permit City's agents to audit, examine and reproduce such records.

12.04 Contractor acknowledges that the City is a California municipal corporation and is subject to the California Public Records Act, Government Code § 7920.000 et seq. ("CPRA"), and other applicable laws requiring public access to records. Contractor further acknowledges and agrees that any and all documents, records, data, writings, communications, materials, and other information of any kind, in any format (including electronic format), that Contractor (or any associate, subcontractor, consultant, or agent of Contractor) prepares, develops, obtains, provides, transmits, or submits to the City, or that are otherwise received or maintained by the City, in connection with this Agreement or the Services may constitute public records and may be subject to disclosure to third parties in response to a CPRA request, unless the City determines that all or a portion of the Submitted Materials are exempt from disclosure under the CPRA or other applicable law.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for City and contains all of the covenants and agreements

between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. This Agreement is intended solely for the benefit of the parties, and is not intended to create any benefits to any third parties.

13.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 Contractor shall timely file FPPC Form 700 Conflict of Interest Statements with City if required by California law and/or the City's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 Contractor covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Contractor shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts,

services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the City in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by City. The City, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the City with respect to the proposal and award process of this Agreement or any City contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any City contract has been awarded. Contractor shall immediately report any attempt by any City officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor.

13.09 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

13.10 Prevailing Wages. Contractor shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, if applicable Contractor shall show proof of payment of wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1773.5, and 1773.9", for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at City offices and the project site. In the event that the Contractor fails to pay the prevailing wages, the Contractor shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless City under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1771 - Requirement to Pay Prevailing Wages
2. Section 1773.1 – Per Diem Wages; Travel and Subsistence Pay.
3. Section 1774 – Payment of Prevailing Wage Rates.
4. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
5. Section 1776 – Payroll Records and Certified Payroll Reports.
6. Section 1777.5 - Apprenticeship Requirements.
7. Sections 1810 and 1811 - Working Hour Restrictions.
8. Section 1813 - Penalty for Failure to Pay Overtime.

13.11 Covenant Against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.12 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 work or Services by Contractor 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. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

13.13 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.

13.14 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 purpose of this Agreement.

13.15 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.

13.16 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations is delayed or prevented by causes beyond its reasonable control, including but not limited to severe weather, volcanic eruptions, quarantines, civil disturbances, interruptions in utility services, the cessation of providing necessary products or services to Contractor by any supplier to Contractor, catastrophic equipment failures due to extraordinary events beyond the control of Contractor, threats of such circumstances, future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government, acts of God,

war, terrorism, riots, fires, floods, epidemics, pandemics, earthquakes, strikes, labor disputes, governmental orders, or failure of utilities. The affected party shall promptly notify the other party in writing of the occurrence of such event and upon termination of such event and shall use reasonable efforts to resume performance as soon as practicable. Force majeure shall not excuse the obligation to make payments when due.

13.17 Limitation of Liability. Neither party shall have any liability to the other party for special, consequential, or incidental damages, except however in connection with a claim made against either party by a third party, provided that such claim arises out of or results from the negligence or willful misconduct or any other claim within the scope of the indemnity obligations of Contractor or City, as applicable, under this Agreement.

13.18 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 reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified neither party shall be responsible for the service of the other.

13.19 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The parties expressly adopt and confirm each electronic signature made by a party to this Agreement, regardless of whether delivered in person, by mail, courier, facsimile, email, or in portable document format (PDF), as if the same were manually signed and delivered in person. Each party agrees not to assert that any electronic signature is inadequate to bind such party to the same extent as if signed manually and delivered in person.

13.20 The provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Without limiting the foregoing, the provisions relating to indemnification, ownership of documents and intellectual property, audit and records retention, insurance obligations, confidentiality, and payment obligations shall survive the termination or expiration of this Agreement.

13.21 Notice. Any notice, demand, request, consent, approval, or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, sent by certified or registered mail (return receipt requested), or sent by electronic mail, addressed as follows:

To City:
City of Banning
Attn: City Manager
99 East Ramsey Street
Banning, California 92220
Email: eclifford@banningca.gov

To Contractor:
Clean Energy
4675 MacArthur Court,
Newport Beach, CA 92660
To: Chad Lindholm
With a copy to: Deputy General Counsel

Notices shall be deemed received as follows: (i) on the date of delivery if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight courier; (iii) three (3) business days after deposit in the United States mail, postage prepaid; or (iv) on the date transmitted if sent by electronic mail during normal business hours of the receiving party, or on the next business day if sent after normal business hours. Either party may change its address for Notice by providing written Notice of such change to the other party in accordance with this Section.

13.22 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument for all purposes of this Agreement.

13.23 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BANNING

By:_____
Elizabeth Gibbs, City Manager

Date: _____

City Council Approval: RESO_____

ATTEST:

By: _____
Sandra Calderon, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

CONTRACTOR:

CLEAN ENERGY

By:_____
Print
Name: _____

Date: _____

EXHIBIT “A”
PROPOSAL

A. Statement of Understanding and Approach

Seamless Project Kickoff

Clean Energy is very familiar with the City of Banning's (City) CNG station. Thus, we do not need to perform an equipment survey, perform initial baseline inspections or review maintenance records, as we would do if taking over service at a new customer's property. The start of our new contract term would be seamless.

If awarded, we would recommend organizing an in-person meeting at your facility, including the City's operations and facilities team and our operations team, to discuss our performance on the new contract. We reserve the right to negotiate mutually agreeable terms after award. Clean Energy respectfully request that the City state in contracts if prevailing wages are applicable including stating the Trade Craft (Labor Classification) required in the contract.

Maintenance Services Project Approach

Clean Energy employs a simple operation and maintenance philosophy, which is to protect customer fueling. We prioritize the reliability and safety of your CNG fueling equipment to ensure the City vehicles will safely make rollout each day. We do this by focusing on preventative and corrective maintenance, and by investing in our people, training, processes, and technology. The following sections describe in greater detail how we accomplish this, and the positive results including world-class station reliability and performance.

O & M Services

City of Banning's O & M CNG Maintenance Service Program Summary	
Inspection Frequency	Weekly
Corrective Maintenance	Included

Access to Clean Energy's Spare Parts Inventory and local storage	Included
Response Time	Technicians available 24/7/365 Phone/Email within 1 hour. 4 hour on site for emergency & 24 hour on site for non emergency.
Work Tracked in Field Services Software	Included
Service Reports via Email	Included
Qualified Local Technicians, Safety & Quality Oversite and Corporate Resources	Included

Callout Response Procedure

We understand the best way to ensure station reliability is with a proactive and regularly scheduled maintenance plan and have provided a sample in Appendix A. However, with heavy machinery and equipment operating at high horsepower, pressures, and temperatures, as well as hundreds of moving parts that are subject to vibration plus the station electronics, unscheduled maintenance will inevitably happen. Clean Energy is fully prepared for any emergency because of our local staff, training, and internal processes.

Any of the following will trigger a Clean Energy response to an issue at the City's CNG station:

- Fault detected by our 24/7/365 live station remote monitoring
- An email message sent to our 24/7/365 Command Center and field staff from our local PLC hardware, triggered by a station fault or shutdown
- Our 24/7/365 Command Center receiving an alert from our server-based SCADA system
- The City reporting a station performance or safety issue by calling our 24/7/365 Command Center at (866) 278-3674 or customerservice@cleanenergyfuels.com.

Under any of the above scenarios triggers the following response:

- Clean Energy Command Center staff will review the fault or situation and try to rectify the problem remotely. If they are unable to resolve the issue, a technician or supervisor is notified and dispatched.
- A Clean Energy technician will respond onsite as soon as possible. At all hours of the day and night, Clean Energy technicians are working. Critical after-hour service does not require Clean Energy to dispatch an on-call employee from their home as we have technicians assigned to work all three shifts.
- Clean Energy has Field Operations Supervisors on duty 24/7/365 to support our technicians and assist as needed, for example when a situation is escalated to their level.



Clean Energy's Command Center. *Live 24/7/365 operators respond to customer calls. This team is responsible for communicating with customers, dispatching technicians, and documenting the resolution steps taken for each call.*

Once the issue is corrected, City staff will be given a debrief, including the corrective measures taken to address the problem. In addition, Clean Energy documents service activities using our Field Service software. The City will receive access to our online web portal, where you will have access to monthly reports that document all service activities at each of your stations.

Service Response Times

Clean Energy understands the importance of timely response to system issues and emergencies. Clean Energy does not offer a guaranteed one (1)-hour or two (2)-hour on-site response time; however, we provide the following response framework to ensure safe, reliable, and continuous operation of the CNG fueling facility.

All monthly and per-GGE rates include a one (1)-hour response time via phone or email, with on-site support provided within four (4) hours for emergency events and within twenty-four (24) hours for non-emergency service requests. Response actions are initiated through immediate remote triage, followed by on-site dispatch as conditions warrant.

Clean Energy's service model emphasizes proactive maintenance, continuous remote diagnostics, stocked critical spare parts, and experienced OEM-trained technicians to reduce the frequency and severity of emergency callouts while maintaining a high level of station reliability.

Emergency Preparedness

Though rarely needed, Clean Energy is prepared for disasters and emergency events. When a disaster or emergency occurs, Clean Energy's technician team follows a proprietary, formal Emergency Preparedness and Response Plan that includes how to prepare and react to emergencies or natural disasters. Safely operating through emergency conditions is critical and we have trained our staff how to implement our emergency plans. During emergencies, our staff communicate in real time on the status and ability to fuel at your station. Our plan is outlined in our Health and Safety Manual, which is readily available to all Clean Energy employees.

Service Quality Monitoring Program

The quality of our operation and maintenance services is driven by the deep experience of our technicians and by our rigorous processes for documenting, reviewing, and validating all work performed. Whenever work is completed at your site, our technicians record detailed notes directly into our Field Service software using their tablets, ensuring accurate, real-time documentation.

Every work order undergoes two levels of review to confirm both the accuracy of the information and the appropriateness of the work performed. In addition, our supervisors, managers, and directors conduct regular quality inspections at each site to verify that all equipment is operating to the high standards our customers expect. Any quality issue identified is immediately addressed and requires next-level approval once resolved.

Clear and consistent communication is also a core part of our service approach. Our team provides updates before, during, and after all work activities, and our contract management team keeps in contact to ensure expectations are met—and consistently exceeded.

Spare Parts Plan

By choosing Clean Energy, the City will have access to the largest inventory of spare parts in the natural gas fueling industry. Specifically, we have the spare parts necessary for maintenance and repair of your IMW compressors. These parts are within our current North American spare parts inventory which is valued at over $12 million.

The scheduled and emergency repair parts strategy for the City consists of stocking critical parts and consumables in our service vehicles and at a regional warehouse in Carson, California. Our Command Center operators can view the technician's vehicle inventory remotely to determine if they have the correct parts for each job, helping your technician check for adequate parts/materials to perform routine and emergency maintenance.



Carson Parts Warehouse. *When a technician uses a spare part from your station, our warehouse inventory system automatically generates a parts replenishment order.*

Maintenance Program Tools

Clean Energy uses the following tools to support our work plan. Many of these tools are unique to Clean Energy and differentiate our service from that of our competitors.

Remote Station Monitoring. Our Command Center located in Newport Beach, CA is staffed by 13 Clean Energy employees for 24/7/365 coverage to monitor real time station status and respond to any faults or alarms that occur.

Once a fault is detected, our Command Center staff will immediately evaluate the situation and determine the correct response.

Remote SCADA. Our Command Center has access to screens that show the real time status of your station. The screens are customized to match the equipment and automation hardware installed at each location. We can remotely reset faults from the SCADA screens.

Historian. Clean Energy uses technology to collect and record data that we use to make station adjustments and improvements, analyze station performance, and assist in diagnosing station faults. This product records critical station data including pressures, temperatures, valve status, and many other conditions.

The data collected is used to make improvements in station software, optimize set points, and help diagnose station issues. The long-term goal is to use the same data to minimize station outages by predicting future component failures and correcting them before they fail.

Field Service Software. We use Microsoft Field Service software to manage assets and maintenance services. This software is used to manage tasks such as:

- Scheduled inspections and proactive maintenance
- Workforce task scheduling
- Document and organize all maintenance activities including scheduled and corrective

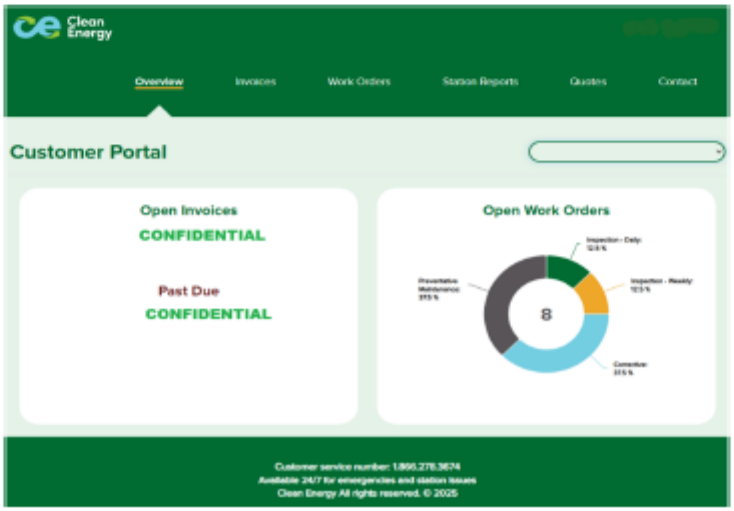
These electronic tools give our team accurate, real-time maintenance records for every Clean Energy-maintained station.

Reporting Plan

The basis of our reporting plan is our cloud-based Field Service and Historian software, which will capture all relevant information about your stations and is described above in the section Maintenance Program Tools. The City staff has access to the tools and reports described below.

Customer Online Portal Access. We have a secure, online customer portal that will serve as the City's one-stop resource to:

- Interact with Clean Energy such as to inquire about invoices/general questions, and
- View all maintenance reports and invoices related to your station



Customer Site Reports. Clean Energy provides monthly Customer Site Reports to all our service customers. Customer feedback indicates that these reports provide great value, because they provide a clear history of service activities and issue corrections at fuel stations we maintain. The reports detail work order numbers, dates and parts that have been installed, and who (which technician) performed the work. They also categorize activities as inspections, preventative maintenance, and correctives. This level of transparency and detail is not provided by most CNG service contractors. The City will receive Customer Site Reports for your station as an integral part of our comprehensive maintenance program.

Inspection and Maintenance Plan.

Please see the Appendix A for a sample inspection and maintenance plan specific to IMW compressors and the fuel station equipment at your sites.

Clean Energy Training Overview and Facility. We know having staff that are trained and experienced in maintaining a customer's specific equipment directly impacts station performance and ability to fuel. As a result, we invest in our employees' training and professional development. We offer multiple types of training programs, including classroom and hands-on components: introductory training, ongoing training, advanced training, and OEM Certified training. We are the only CNG maintenance provider with a comprehensive in-house technician training facility; our facility is located in Denver, CO.



Inside Clean Energy's Maintenance Service Training Center in Denver, CO. *Technicians are trained to repair and maintain CNG equipment of multiple makes and models.*

The training center is equipped with functional equipment and controls that instructors can use to simulate various scenarios, which require the technicians to troubleshoot and isolate a problem and correct the deficiencies. The equipment includes IMW compressors, dispensers, CNG storage bottles and controls equipment for hands-on training. We are the only maintenance service provider who is able to deliver advanced, in-house training and skills specific to maintaining IMW compressors like those found at your fuel stations. Clean Energy technicians practice performing equipment overhauls and basic to advanced troubleshooting and correction services at the training center. During Covid we also developed enhanced online training which remains available to our technicians

today.

Introductory Training Program. Newly hired service technicians are required to complete the courses below. Our training program is comprised of both classroom and hands-on instruction. Topics covered include:



Clean Energy Training Facility in Denver, CO. *This training center offers theory and practical training while using actual CNG equipment in a classroom setting.*

- Basic Training - Clean Energy Service Technician 101. During this course employees are given an overview of the company, learn Clean Energy's customer service philosophy, when and how to use personal protective devices, basic HAZCOM training, emergency response procedures, Field Service software training, electrical panel orientation, compressor orientation, and safety.
- Basic Training - Clean Energy Service Technician 102. This course covers the basics of CNG station equipment maintenance including compressor packages, dryer, dispenser, PLC controls, high-pressure fittings, and basic first aid. This training is mandatory, even for experienced CNG technicians.

Ongoing and OEM Certified Training. In addition to basic training, Clean Energy provides the following advanced and supplementary trainings.

- Electrical Training
- PLC Training
- Dispenser Training and Certification
- OEM Certification courses. Our technicians participate in the courses provided by industry OEM suppliers. A few include:
- IMW Compressor Training
- Online Training. Our technicians are required to complete the following online training courses:
- OSHA-10 (minimum requirement for all service personnel)
- OSHA-30 (minimum requirement for all management personnel)
- NFPA 70
- Electrical Hazard Recognition and Control
- Electrical Safety and Lock Out/Tag Out procedures
- Control of Hazardous Energies

- Defensive Driving

Advanced training is not just available to employees; it is strongly encouraged and incentivized. Clean Energy technicians' job titles include Service Technician I, Service Technician II, Service Technician III and Master Service Technician. Employees do not advance to higher levels simply based on years of experience: higher job classifications are earned through demonstrated skills and knowledge in our formal Path to Success Advancement Program. We document and track our technicians' progress through learning management software. Clean Energy's structured approach to training and continuous learning has helped shape our service team into the best-in-class in the industry.

Clean Energy Employee Emergency Training. As part of our standard training curriculum, Clean Energy's technician team is trained to follow a proprietary, formal Emergency Preparedness and Response Plan that includes how to prepare and react to emergencies or natural disasters. Safely operating through emergency conditions is critical and we have trained our staff how to implement our emergency plans. During emergencies, our staff communicate in real time on the status and ability to fuel at your station. Our plan is outlined in our Health and Safety Manual, which is readily available to all Clean Energy employees.

Price Proposal

City of Banning: O & M Services	
Item	Per GGE fee
Monthly Rate	$5,748
Per GGE Rate	$0.36
Monthly fee of $5,748 plus $0.36 per GGE dispensed. Rates are subject to a yearly CPI increase (capped at 5% per year).	
Not To Exceed, Total Value: $978,000.00	

Clean Energy understands the importance of timely response to system issues and emergencies. While Clean Energy does not offer a guaranteed one (1)-hour or two (2)-hour on-site response time, we provide the following response framework to ensure safe, reliable, and continuous operation of the CNG fueling facility. All monthly and per-GGE rates include a one (1)-hour response time via phone or email, with on-site support provided within four (4) hours for emergency events and within twenty-four (24) hours for non-emergency service requests. Response actions are initiated through immediate remote triage, followed by on-site dispatch as conditions warrant.

EXHIBIT “B”
CERTIFICATES OF INSURANCE

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Phaedra Norton, City Attorney**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Adoption of the City of Banning's Social Media Policy for Public Officials.**

STAFF RECOMMENDATION:

Adopt Resolution 2026-122

In light of the United States Supreme Court opinion in Lindke v. Freed (2024) 601 U.S. 187, it is recommended that the City of Banning adopt a Social Media policy that (1) clearly delineates between official social media accounts and personal accounts while discouraging hybrid accounts, and (2) establishes that all official social media accounts are intended to provide one-way informational communications only from the City to the public.

BACKGROUND:

On May 12, 2026, the City Council discussed options related to the City's social media policy. The City Council requested that staff bring back a policy that is consistent with the United States Supreme Court opinion in Linke v. Freed. The proposed policy for City Council consideration seeks to clearly delineate between official social media accounts and personal accounts while discouraging hybrid accounts.

In addition, the City's official social media accounts are intended to provide one way informational communications only from the City to the public. The City's official social media accounts are not intended to create or function as a public discussion forum, a public comment forum, or substitute for established governmental processes. Based upon the foregoing, and given the City's fiscal emergency and lack of staffing resources, the City will disable public comments, replies, and similar public responses on all official City accounts whenever the applicable platform permits the City to do so.

The Lindke v. Freed decision clarified what forms of social media activity constitute state action, which is subject to the First Amendment protections. State action occurs when (1) an official possesses actual authority to speak on behalf of the government on the matter; and (2) the official purports to exercise that authority in the relevant posts. The proposed policy would apply to all social media accounts created, maintained, administered, or operated on behalf of the City, as well as any personal or hybrid accounts operated by public officials.

JUSTIFICATION:

Failure to distinguish official social media accounts from private accounts may result in First Amendment liability for the City of Banning regarding any matter that qualifies as state action.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Resoltuion 2026-122_Social.Media.Policy.docx

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING A SOCIAL MEDIA POLICY FOR OFFICIAL CITY SOCIAL MEDIA ACCOUNTS CONSISTENT WITH THE *LINDKE V. FREED* (2024) UNITED STATES SUPREME COURT DECISION

WHEREAS, the Mayor and City Council of Banning ("City Council") recognize that its public officials utilize social media platforms to communicate with residents, businesses, visitors, and members of the public concerning City of Banning programs, services, activities, meetings, events, public safety, and other matters of public interest; and

WHEREAS, the City Council desires to establish a consistent and uniform framework governing the City's official social media accounts and the manner in which those accounts are administered; and

WHEREAS, the United States Supreme Court, in *Lindke v. Freed* (2024) 601 U.S. 187, established a legal standard governing when a public official's use of social media constitutes "state action" subject to First Amendment constraints; and

WHEREAS, the Court held that a public official engages in state action on social media only when (1) the official possesses actual governmental authority to speak on the State's behalf regarding the matter at issue and (2) the official purports to exercise that authority through the account or specific post; and

WHEREAS, the City Council finds that clear guidance is necessary to ensure that public officials understand when their online activity may be treated as governmental action and to prevent unconstitutional viewpoint discrimination in digital public forums; and

WHEREAS, the City Council further finds that adopting a formal policy outlining standards for account classification, moderation practices, posting guidelines, documentation requirements, and training obligations for all public officials will promote transparency, protect the constitutional rights of residents, and reduce legal risk to the City and its officials; and

WHEREAS, the City Council intends its official social media accounts to function primarily as informational communication channels only through which the City of Banning may communicate information to the public; and

WHEREAS, to achieve this goal, the City Council desires to establish a uniform policy under which public comments and public replies are disabled on all official City of Banning social media accounts, thereby avoiding the need for City personnel to moderate the accounts given the City's current financial crisis and lack of available resources; and

WHEREAS, the City Council further recognizes that disabling comments does not prevent members of the public from communicating with the City of Banning through other established and lawful alternative communication channels or means, including City offices, telephone, email, the City's official website, public meetings, public records procedures, and other applicable processes; and

WHEREAS, the City Council recognizes that official City of Banning social media communications must be administered consistent with applicable federal and state law, including

applicable constitutional requirements, public records requirements under the California Public Records Act (Government Code section 7920.000 et seq.), open-meeting requirements under the Ralph M. Brown Act (California Government Code section 54950 et seq.), accessibility requirements, and records-retention requirements.

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

SECTION 1. **Adoption of Social Media Policy**. The City Council hereby adopts the City of Banning Social Media Policy for Public Officials attached hereto as Exhibit A and incorporated by this reference. This policy shall govern the establishment, administration, maintenance, and use of social-media accounts by all elected and appointed officials of the City of Banning.

SECTION 2. **Applicability**. The policy applies to all social-media accounts used by public officials, including official, personal, and hybrid accounts, to the extent described in the policy and consistent with the *Lindke v. Freed* standard.

SECTION 3. **Comments and Public Replies.** Public comments, replies, and similar public-response functionality shall be disabled on all official City of Banning social media accounts to the maximum extent technically feasible. Nothing in this Section shall be construed to restrict public criticism, participation, or communication through other alternative channels or means provided by law or City policy.

SECTION 4. **Training Requirement**. All public officials shall complete annual training on the policy, including account classification, moderation rules or practices, and documentation procedures.

SECTION 5. **Administrative Authority**. The City Manager or their designee is authorized to administer this policy and to take such administrative actions as are reasonably necessary to implement this Resolution, including establishing, modifying, suspending, or discontinuing official City of Banning social media accounts, and to make any necessary budget adjustments, appropriations, or transfers related to this resolution.

SECTION 6. **Policy Review**. The City Council should review the policy annually and may amend as necessary to reflect changes in law, technology, or best practices.

SECTION 7. **Certification**. The City Clerk shall certify to the passage and adoption of this resolution and shall cause the same to be entered into the official records of the City of Banning.

SECTION 8. **Effective Date**. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 00th day of Month 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-XXX, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 00th day of Month 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

City of Banning Social Media Policy for Public Officials

1. PURPOSE

The purpose of the Banning Social Media Policy ("Policy") is to establish standards for the creation, use, and management of social media accounts operated on behalf of the City of Banning ("City"), its departments, employees, and elected officials. Official City social media accounts are intended to provide one-way informational communications only from the City to the public and are not intended to function as public discussion forums, public-comment forums, or substitutes for established governmental processes. Further, this Policy ensures compliance with the First Amendment and the United States Supreme Court's *Lindke v. Freed* decision, which clarifies what forms of social media activity are state action.

2. SCOPE

This Policy applies to all official social media accounts created, maintained, administered, or operated on behalf of the City. This policy also applies to city departments and staff, city boards and commissions, elected officials using personal or hybrid accounts, and anyone involved in managing City social media. Covered platforms may include but are not limited to Facebook, Instagram, X, LinkedIn, YouTube, TikTok, Nextdoor, and any successor or substantially similar social media platform.

This Policy does not generally govern personal social media accounts maintained by employees, elected officials, or appointed officials, except as otherwise provided in this Policy or required by applicable law or City policy.

3. DEFINITIONS

3.1 Social Media

An internet-based service or platform that permits users to publish, distribute, view, share, or otherwise interact with digital content. This includes but is not limited to blogs, social and professional networks, and video or photo sharing as described in Section 2 of this Policy.

3.2 Comment or Reply

A publicly visible response, comment, reply, discussion post, reaction, or similar communication submitted by a member of the public in response to official City social media content.

3.3 Public Official

Any elected or appointed individual serving in an official governmental capacity.

3.4 Official City Social Media Account

A social media account created, designated, or used for communicating information pursuant to the official's governmental authority.

3.5 Personal Account

A social media account that is used for private, non-governmental purposes.

3.6 Hybrid Account

A personal account that includes both private content and posts related to official duties.

3.7 State Action

Online activity that meets both prongs of the *Lindke* test: (1) the official possesses actual authority to speak on behalf of the government on the matter; and (2) the official purports to exercise that authority in the relevant posts. Such activity constitutes a limited public forum, where blocking users or deleting comments may violate the First Amendment, and all moderation must be viewpoint neutral.

4. ACCOUNT CLASSIFICATION

4.1 Official Accounts

Official accounts must be approved by the City Manager or designee and be clearly labeled as official (e.g., Official Account of the City Manager"). The account may use government branding, contact information, or links. All content posted on these accounts is classified as governmental speech subject to the First Amendment.

Official accounts shall include a disclaimer in their description such as *"This is the official social media page of [official's name or City of Banning]. This page is intended for informational purposes only and related to official duties only. Public comments are disabled. This account is not a public discussion or public-comment forum. To contact the City, please use the City's official website or other established City communication channels.*"

4.2 Personal Accounts

Public officials shall maintain a distinction between personal and official accounts, as personal accounts are not subject to the First Amendment public forum rules unless the official uses the account to exercise actual City authority.

To avoid triggering state action under *Lindke*, elected officials must not announce City policies, programs, or decisions, solicit public feedback on City matters, present themselves as speaking on behalf of the City, or use City resources (staff, logos, official titles) or anything else that implies municipal affiliation or endorsement to manage the account.

Personal accounts may include a disclaimer such as "*This is a personal account of [public official]. The views expressed here are my own and do not reflect the views of the City of Banning or any of its affiliates. For official City communications, please follow [City of Banning's official account].*"

4.3 Hybrid Accounts

Hybrid accounts are personal accounts that mix personal content with official updates and are strongly discouraged due to First Amendment risks. Under *Lindke*, elected officials using

personal accounts to provide constituent services, announce City decisions, communicate official information, invite public comments on City matters, or any related actions may be deemed state action.

Elected officials are strongly encouraged to maintain separate official and personal accounts. If a hybrid account is used, officials must avoid posting content that purports to exercise governmental authority unless the account has been authorized to be reclassified as official.

5. STANDARDS FOR OFFICIAL CITY SOCIAL MEDIA ACCOUNTS

5.1 General Standards

Official City social media accounts may be used to disseminate information about City programs, announce City meetings and events, provide informational announcements, emergency and public-safety information, provide information concerning City projects and initiatives, promote City programs and services, provide educational content, or communicate other information serving a legitimate governmental purpose. All content must be accurate, timely, and relevant to City operations and must comply with CPRA retention rules.

Official City social media accounts shall not replace legally required notices, hearings, public comment period, public records procedures, service-request procedures, or other governmental processes. Any political campaigning, personal endorsements, and commercial advertising are prohibited.

5.2 Purpose of Official Accounts

The City's official social media accounts are established and maintained as informational communication channels only and are not intended to be a forum for public discussion, debate, or comment.

5.3 Public Comments and Replies

The City shall disable public comments, replies, and similar public-response functionality on all official City social media accounts whenever the applicable platform permits the City to do so. Because the City's policy is to disable public comments rather than establish a public-comment forum, City personnel shall not be required to take any action regarding public comments.

The City's objective is to maintain official social media as a one-way information channel only. The disabling of comments does not prohibit members of the public from expressing opinions, criticizing City policies, communicating with City officials, submitting public comments, or otherwise participating in City government through alternative lawful and established channels or means.

5.4 Posting Authority

Only authorized City personnel may create, administer, or publish content through official City social media accounts. The City manager or designee shall determine which employees are authorized to administer official City social media accounts. Authorized personnel shall use accounts only for official City purposes, publish accurate information within their actual authority,

follow applicable City policies and procedures, protect confidential and legally protected information, follow applicable accessibility requirements, comply with applicable records-retention requirements, protect account credentials, avoid mixing personal commentary with official announcements, and direct members of the public to appropriate City resources when necessary.

5.5 Required Transparency

This Policy must be publicly posted on an official account. Any removal or blocking must be documented, including the reason and date.

6. STANDARDS FOR ELECTED OFFICIALS' PERSONAL ACCOUNTS

Officials may post freely on personal accounts, provided they do not purport to speak on behalf of the government, use official titles in a way that implies authority, or provide official updates or directives.

An account maintained by an individual public official is not automatically an official City social media account merely because the individual holds public office. Elected officials may maintain personal social media accounts and discuss general political views, personal opinions, or community issues on personal accounts as long as they do not exercise actual City authority. The United States Supreme Court clarified that whether social media activity by a public official constitutes state action depends in part on whether the official possessed actual authority to speak for the government and purported to exercise that authority. *Lindke v. Freed*, 601 U.S. 187 (2024).

Examples of permissible personal content include personal commentary on public issues, campaign-related speech, sharing news articles without implying official action, or personal updates unrelated to City governance. Examples of prohibited content that may trigger state action include, but are not limited to, announcing new policies or soliciting complaints or concerns about City policies and/or actions.

7. BROWN ACT COMPLIANCE

Nothing in this Policy authorizes members of the City Council or any other legislative body to use social media to conduct deliberations, develop a collective concurrence, or otherwise engage in communications prohibited by the Ralph M. Brown Act (Cal. Gov. Code § 54950).

In addition, and consistent with the City of Banning Manual of Procedural Guidelines, members of the City Council or any other legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body (Cal. Gov. Code § 54953.2(a)(3).

8. BLOCKING USERS

Blocking users based on viewpoint on an official account is prohibited under the First Amendment and *Lindke*. Blocking is permitted only when the user repeatedly violates prohibited content rules and the City provides notice and an appeal process. Elected officials using hybrid accounts assume the risk that blocking users may be regarded as unconstitutional state action.

9. AVOIDING UNINTENTIONAL STATE ACTION

To prevent personal accounts from being treated as official accounts, do not respond to citizen inquiries about government matters on personal accounts, post operational updates, directives, or emergency information on personal accounts, use personal accounts to solicit public feedback on governmental decisions, use governmental resources (staff, logos, email) to manage personal accounts or take any other similar or related actions.

10. TRAINING AND COMPLIANCE

All public officials, including city staff, department heads, and elected officials must complete annual training on the policy, account classifications, moderation rules or practices, and documentation procedures. Officials must review account classifications annually.

11. ENFORCEMENT

Violations may result in corrective action, loss of account privileges, or disciplinary measures consistent with City policy and California law. The City reserves the right to restrict or remove any content that is deemed in violation of this Policy or any applicable law.

12. NO CHANGE TO PUBLIC RIGHTS

Nothing in this Policy shall be interpreted to:

1. Limit a person's right to communicate with the City through any other lawful alternative communication channel or means;
2. Limit a person's right to participate in a City public meeting or hearing;
3. Limit a person's right to submit a public records request;
4. Limit a person's right to criticize the City or its policies through alternative lawful communication channels or means;
5. Establish a restriction on speech outside official City social media accounts; or
6. Modify any right or obligation established by federal or state law.

13. DOCUMENTATION REQUIREMENTS

The agency will maintain (1) a registry of official accounts, (2) copies of social media guidelines, (3) training records, if applicable and (4) annual account classification reviews.

14. POLICY UPDATES

This policy will be reviewed annually by the City Manager or designee and updated to reflect new legal developments, including future court decisions affecting digital public forums. Any substantive amendment to this Policy shall be presented to the City Council for consideration and approval unless the City Council has expressly delegated authority to amend the policy to the City Manager or designee. This Policy may be revised at any time in the City's sole and absolute discretion.

15. SEVERABILITY

If any provision of this Policy is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions.

16. EFFECTIVE DATE

This Policy shall become effective upon adoption by the City Council through Resolution No. 2026-XXXX.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Matthew Bassi, Interim Community Development Director**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**City Council Resolution of Support for the "Our Neighborhood Voices" Ballot Initiative to Amend Article IX of the California Constitution related to Zoning and Land Use Matters of Local Authority**

STAFF RECOMMENDATION:

A the request of Mayor Richard Royce, adopt Council Resolution No. 26-113 supporting the "Our Neighborhood Voices" Ballot Initiative.

BACKGROUND:

Staff has brought forward Council Resolution No. 26-113 that if adopted will support the "Our Neighborhood Voices" ballot initiative being sought by the grassroots nonprofit organization referred to as Our Neighborhood Voices. According to the nonprofit group, the Legislature of the State of California in recent years has proposed, and passed, and the Governor has signed into law more than 400 bills addressing a range of local land use, development, and planning issues.

It is their contention, that the majority of these new housing laws over the past several years in the State of California usurp the land use authority of local jurisdictions, including city councils, county boards of supervisors, planning departments, and mayoral offices, among others, to determine for themselves the land use, development, and planning policies that best suit their communities and residents, and instead impose "one-size-fits-all" mandates that fail to account for the unique needs and differences of local jurisdictions throughout the State.

If adopted by Council, Staff will forward the Resolution, on behalf of City Council, to the "Our Neighborhood Voices" organization as part of their effort to establish a potential ballot initiative to address these issues.

JUSTIFICATION:

n/a

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Council Resolution No. 2026-113 [8-25-26].docx

RESOLUTION NO. 2026-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, OF THE COUNTY OF RIVERSIDE, CALIFORNIA, IN SUPPORT OF THE "OUR NEIGHBORHOOD VOICES" BALLOT INITIATIVE TO AMEND ARTICLE IX OF THE CONSTITUTION OF THE STATE OF CALIFORNIA TO MAKE ZONING, DEVELOPMENT, AND LAND USE MATTERS OF LOCAL AUTHORITY

WHEREAS, the Legislature of the State of California in recent years has proposed, and passed, and the Governor has signed into law more than 400 bills addressing a range of local land use, development, and planning issues; and

WHEREAS, the majority of these new laws usurp the authority of local jurisdictions, including city councils, county boards of supervisors, planning departments, and mayoral offices, among others, to determine for themselves the land use, development, and planning policies that best suit their communities and residents, and instead impose "one-size-fits-all" mandates that fail to account for the unique needs and differences of local jurisdictions throughout the State; and

WHEREAS, the majority of these new laws do not provide any incentives for low-income, affordable, or moderate income workforce housing, but instead impose mandates that incentivize real estate speculation and the construction of unneeded market rate, above market rate, and luxury housing on a theory of "trickle down" economics, thereby eliminating the authority and ability of local jurisdictions to implement effective policies to create more affordable housing and affirmatively further fair housing practices; and

WHEREAS, this "trickle down" approach to housing has demonstrably failed to produce the needed stock of low-income, affordable, and moderate income housing for working Californians, instead pushing millions of working individuals and families into housing insecurity, defined as individuals and families who spend 50% or more of their monthly income on housing, and

WHEREAS, the ability of local jurisdictions to determine for themselves, based on their constituents' and residents' needs, which projects require review beyond ministerial approval; what off-street parking requirements are appropriate for different neighborhoods; what housing plans are appropriate for those neighborhoods; what zoning should be applied to those neighborhoods; what restrictions to place in high fire danger severity zones and other sensitive areas; and what types of housing are needed and appropriate, is a matter of critical importance to the City of Banning; and

WHEREAS the sixth cycle Regional Housing Needs Allocation ("RHNA") allocation of 1673 new units imposed on the City of Banning bears no rational relationship to Banning's actual housing needs, and amounts to an arbitrary and capricious state mandate; and

WHEREAS, the state mandated sixth cycle RHNA units would force the City of Banning to approve development in open spaces, environmentally sensitive areas, high fire danger severity zones, and other areas inappropriate and/or dangerous for housing; and

WHEREAS, the state mandated new construction of unneeded and inappropriate market rate, above market rate, and luxury housing via RHNA, most of which will be in dense, unaffordable new multifamily buildings, would place untenable and unsustainable stresses on local infrastructure, including but not limited to schools, police, sheriff, and fire resources, sanitation, roads, public transit, and water and power; and

WHEREAS, by failing to appropriate funds for necessary infrastructure upgrades, including but not limited to new schools and increased resources for police, sheriff, fire, sanitation, roads, public transit, and water and power, the state mandated sixth cycle RHNA units are an unfunded state mandate that violates Article XIIIB, section 6 of the Constitution of the State of California; and

WHEREAS the Council of the City of Banning hereby determines and declares that local governmental entities are best able to assess and respond to the unique needs of our communities and neighborhoods, and hereby objects to the proliferation of State legislation and sixth cycle RHNA mandates that deprives us of that ability;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING HEREBY RESOLVES AS FOLLOWS:

SECTION 1. That the Council of the City of Banning is opposed to the legislature of the State of California continually proposing and adopting legislation that overrides the zoning, development, and land use authority of local government and inhibits the ability of local government to effectively plan for and implement policies to stimulate the efficient production of affordable and workforce housing.

SECTION 2. That the Council of the City of Banning hereby finds and declares that the sixth cycle RHNA mandate of 1673 units by 2029 bears no rational relationship to Banning's actual housing needs, is arbitrary and capricious, and would be a physical impossibility to meet.

SECTION 3. That the Council of the City of Banning hereby finds and declares that the state mandated sixth cycle RHNA requirements are an illegal unfunded mandate in violation of Article XIIIB, section 6 of the Constitution of the State of California.

SECTION 4. That the Council of the City of Banning supports and endorses the proposed amendment to the Constitution of the State of California put forth by the grassroots nonprofit Our Neighborhood Voices to ensure that zoning and land use authority rests with the local government entities that represent the communities in which the residents reside, and to allow local government to participate in solving our affordable housing crisis through solutions that effectively address the unique needs and conditions of each local community.

SECTION 5. That the Council of the City of Banning incorporates each recital set forth herein above.

PASSED, APPROVED, and **ADOPTED on** this 25th day of August, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

Phaedra Norton, 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 2026-113, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of August, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Elizabeth Gibbs, City Manager**
MEETING DATE:	**August 25, 2026**
SUBJECT:	**Discussion and Direction on a Proposed Ordinance Modifying Banning Municipal Code Section 2.04.070 - Appointment of Mayor and Mayor Pro Tem**

STAFF RECOMMENDATION:

Discussion and direction to staff on preparing a draft ordinance setting an annual rotation for Mayor and Mayor Pro Tempore

BACKGROUND:

The City of Banning is a general law city with a five-member City Council. Consistent with California Government Code Section 36801 et seq., the Mayor is not directly elected by the voters; rather, the Mayor and Mayor Pro Tempore are selected annually by and from among the members of the City Council. This process is currently governed by Banning Municipal Code Section 2.04.070 (Appointment of Mayor and Mayor Pro Tem).

Banning's approach to this selection has changed over time. Prior to 2013, the City Council followed an informal rotation practice under which Council members moved into the Mayor position in turn, regardless of length of service on the Council. In 2013, the Council moved away from automatic rotation in favor of an annual appointment decided by majority vote of the Council at the reorganization meeting. In practice, this vote-based approach has at times resulted in closely divided outcomes (for example, a 3-2 vote in December 2015), which can create the perception – accurate or not – that the selection of Mayor is influenced by shifting Council alliances rather than an objective, predictable standard.

At the request of Mayor Pro Tem Barrington, staff is bringing this item forward to give the Council an opportunity to discuss whether returning to a rotation-based system – this time using a defined, seniority-based order rather than the pre-2013 informal practice – would better serve the City's interests in predictability, continuity, and reduced potential for political division over an annual procedural matter. A number of California general law cities with at-large or by-district council elections and an appointed (rather than directly elected) Mayor use a codified seniority-based rotation for this purpose. Some examples from Riverside County include:

Rancho Mirage - Longest-serving member without prior mayoral service becomes Mayor; second-longest becomes Mayor Pro Tem; ties broken by vote total from the most recent election; selection occurs at the second regular November meeting (or at installation of new members in election years).

Indian Wells - Same formula, same tiebreaker; members need at least one year of service to be eligible; selection at the first December meeting.

Cathedral City - Codified rotation, but using a standing list rather than a "longest service" formula: outgoing Mayor Pro Tem automatically becomes Mayor, the outgoing Mayor drops to the bottom of the list, new members are inserted by a card draw if tied, and the Council can override the list with a 3/4 vote.

Calimesa - a formal seniority rotation (one year of service before eligibility, no consecutive terms unless everyone else declines, outgoing member to the back of the line), but adopted by resolution rather than confirmed as a standalone Municipal Code ordinance.

Beaumont - Selection occurs at the Council's first regular December meeting in a year when no seat is up for election, or at the second regular or special December meeting in a year when seats are up for election. The Council member with the most years in office is next in line for Mayor; the second-most-senior is next for Mayor Pro Tem. After a term as Mayor, that member moves to the back of the rotation and everyone else advances one spot, so the sitting Mayor Pro Tem becomes Mayor and the next member in line becomes the new Mayor Pro Tem. A newly elected or appointed member is inserted in the fourth position — after all incumbents but ahead of the outgoing Mayor; if two or more new members arrive together, they're ordered by votes received, fewest votes placed last (still ahead of the outgoing Mayor). Re-elected incumbents keep their existing spot, and if a member leaves the rotation for any reason, everyone behind them moves up.

Perris, Moreno Valley, Menifee, Desert Hot Springs, Coachella, La Quinta, and Riverside all have directly elected Mayors.

JUSTIFICATION:

Any ordinance ultimately drafted would need to be reviewed by the City Attorney and adapted, as necessary, to Banning's election sequencing (district-based elections), the current Council's actual seniority order, and any other provisions of Banning Municipal Code Chapter 2.04 the Council wishes to retain.

If Council so chooses, staff requests direction on the following questions so that a formal draft ordinance can be prepared for a future meeting:

1. Does the Council wish to direct staff and the City Attorney to prepare a formal ordinance amending BMC Section 2.04.070 or does the Council wish to pursue a different approach?
2. Should the rotation be adopted by ordinance so that it is binding on future Councils, or by Council policy/resolution, which would be easier to revisit but carry less legal weight?
3. Should the three-affirmative-votes ratification threshold be retained for Banning's five-member Council, or adjusted?
4. How should the initial rotation sequence be established for the current City Council when the ordinance first takes effect, and should any current Council member's prior mayoral service be credited or disregarded in setting that initial order?
5. Does the Council wish to retain a differentiated December meeting timing (the first Council meeting in December in a non-election year, versus the second regular or special meeting in December in an election year), or would the Council prefer a single fixed date each year?
6. What is the desired effective date, and should the new procedure first apply beginning with the December 2026 reorganization meeting or a later one, to allow time for adoption and any required noticing?

FISCAL IMPACT:

None.

ATTACHMENTS:

1. BMC Chapter 2.04.070.pdf

2.04.070 - Appointment of mayor and mayor pro tem.

A. General/Annual Appointments.

1. The City of Banning has a council/manager form of municipal government. All five members of the city council are elected at large to four-year terms. The mayor serves as the nominal head of the council and the mayor pro tem serves as the locum tenens in the absence of the mayor. Additionally, the city has related agencies, including the successor agency to the former community redevelopment agency and the Banning housing authority. These related entities have various officers, including a chair person and vice chairperson.
2. The city council shall choose one of its members as mayor and one of its members as mayor pro tem every other year at the meeting at which the declaration of the municipal election results and the installation of the newly elected officers is made pursuant to sections 10262 and 10264 of the California Elections Code, following the declaration of the election results. Additionally, in the intervening years, the organizational meeting shall be held at the first meeting in December. The term of service for both mayor and mayor pro tem shall be for a period of one year from the date of appointment or until their successor is appointed. No person may become mayor or mayor pro tem unless a majority of the council votes to approve the action.
3. A councilmember may be elected to a maximum of two consecutive one-year terms in the same office.
4. The mayor shall serve as the chair of the successor agency to the former community redevelopment agency and as chair to the housing authority. The mayor pro tem shall serve as the vice chair of the successor agency to the former community redevelopment agency and as vice chair to the housing authority.

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

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

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

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

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AMENDMENT NO. 1 TO PROFESSIONAL SERVICES (C001048) FOR DESIGN OF TRAFFIC SIGNAL HARDWARE UPGRADE BY AND BETWEEN CITY OF BANNING AND STC TRAFFIC, INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **STC TRAFFIC, INC**., a California Corporation ("Consultant") is effective as of this day: 9/17/2025.

RECITALS

A. City and Consultant entered into that certain Contract dated July 9, 2024 for the purpose of providing Professional Design Services ("Agreement") following RFP #24-064 for the performance of the services for Design of Traffic Signal Hardware Upgrade, as approved by City Council Resolution 2024-119.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement.

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 September 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. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendment No. 1 the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No.

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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*]

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The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	STC TRAFFIC INC
Arturo Vela	Jason Stack
Art Vela, Interim City Manager	NAME:Jason Stack TITLE: President
City Council Approval: 2024-119	NAME: TITLE:
ATTEST: Sandra Calderon	
Sandra Calderon Acting 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.