AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

October 13, 2026
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

To observe and participate in the online video portion of the meeting through your personal computer or device, follow this link:
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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.

AMENDED AGENDA

This Agenda was amened on October 9, 2026, at 1:43 p.m. to add Agenda Item No. 9.6 and to add attachments to Agenda Item No. 9.5. The agenda was originally posted on October 8, 2026 at 7:10 p.m. All other agenda items remain unchanged.

1. CALL TO ORDER

1.1 **INVOCATION**
Performed by Pastor Reginald Powell from Shiloh Baptist 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 A. Norton, Esq.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 **PUBLIC COMMENTS**

5.2 **CORRESPONDENCE**

5.3 **APPOINTMENTS**

5.4 **CITY COUNCIL COMMITTEE REPORTS**

5.5 **ANNOUNCEMENTS OF CITY COUNCIL MEMBERS**

5.6 **CITY MANAGER'S REPORT**

5.7 **CITY ATTORNEY'S REPORT**

6. CONSENT ITEMS

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

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

- February 26, 2026 - Special Meeting
- April 28, 2026 - Regular
- August, 25, 2026 - Regular
- August 26, 2026 - Special Meeting (Workshop)
- September 22, 2026 - Closed Session

Recommendation: Approve the Meeting Minutes of:

- February 26, 2026 - Special Meeting
- April 28, 2026 - Regular
- August 25, 2026 - Regular
- August 26, 2026 - Special Meeting (Workshop)
- September 22, 2026 - Closed Session

6.2 Declaration of Nine (9) Used Electric Distribution Transformers as Surplus Property and Authorization for Disposal Through Public Auction in Accordance with Purchasing Policy B-30.

Recommendation: It is recommended that the City Council declare nine (9) used electric distribution transformers as surplus, non operational or scrap equipment. Authorize staff to dispose of the surplus items via the City's online auction platform, in accordance with the Purchasing Policy B-30, Section 18-102 as stated:

Section 18-102 Disposal of Surplus City Property

(1) The method used by departments to dispose of Surplus City Property must be approved and coordinated with the City Purchasing Officer. Internal reuse of Surplus City Property by City departments is the preferred method of disposal.

(2) Disposition Methods – Surplus City Property shall be disposed of in one of the following preferred methods:

a. a. Internal transfer to a claiming department;
b. Sale by City Purchasing Officer;
c. Documented donation of technology and related equipment with a fair market value less than $5,000 per lot to the Department of Education and non-profit organizations;
d. Auction (material value);
e. Recycling; and
f. Waste.

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

6.4 Authorize the City Manager to sign the Notice of Completion for Project No. 2023-04 "Ramsey Street Pedestrian Safety Improvements at the Intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street" as complete and direct the City Clerk to record the Notice of Completion.
Recommendation: Authorize execution of the Notice of Completion

6.5 Accept Easements from San Jacinto Grid LLC for Electric Utility Purposes on Accessor's Parcel 541-220-024 for the Maintenance of the City-Owned Electric Distribution System
Recommendation: Accept easements from San Jacinto Grid, LLC for electric utility purposes located at 300 S. Gallaher Way, Accessor's parcel 541-220-024.

6.6 Consideration of Resolution No. 2026-06UA, Approving Amendment No. 1 to Professional Services Agreement No. C01043 with Tetra Tech, Inc. for Supervisory Control and Data Acquisition (SCADA) System Maintenance and Advisory Services to Extend the Agreement through June 30, 2027
Recommendation: Adopt Resolution 2026-06UA

6.7 Consideration of Resolution No. 2026-07 UA Approving Amendment No. 4 to the Professional Services Agreement with Hazen and Sawyer for the Well C-8 Project, Extending the Agreement Through December 31, 2026.
Recommendation: Adopt Resolution 2026-07 UA

6.8 Consideration of Resolution 2026-133, Approving Program Supplement No. F006 to Master Agreement No. 08-5214F15 with the State of California Department of Transportation for Federal-Aid Funding for the Zero-Emission Transit Vehicle Charging Equipment and Infrastructure Project, and approve the necessary budget appropriations.
Recommendation: Adopt Resolution 2026-133

6.9 Consideration of Resolution 2026-134, Approving Amendment No. 2 to the Professional Services Agreement with UltraSystems Environmental, Inc. for an Additional Amount of $11,140 for Pre-Construction Environmental Survey Work Related to the Sun Lakes Boulevard Extension Project, and approving the necessary budget appropriations
Recommendation: Adopt Resolution 2026-134

6.10 Consideration of Resolution 2026-135 Amending Resolution 2026-66 to Add AutoZone to the Approved Vendor List for Automobile and Equipment Parts for Five-Year Period for an

Annual Aggregate of $80,000 per Fiscal Year (FY 2026-FY2030)
Recommendation: Adopt Resolution 2026-135

6.11 Consideration of Resolution 2026-136 Approving the City of Banning Electric Utility's Power Source Disclosure Annual Report and Power Content Label for Calendar Year 2025
Recommendation: Adopt Resolution 2026-136

6.12 Consideration of Resolution 2026-139, Approving Final Tract Map 39259-1 and Release the Map for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreement and Final Tract Map; Accept Faithful Performance and Labor Bonds for Public Improvements
Recommendation: Adopt Resolution 2026-139

6.13 Consideration of Resolution 2026-140, Approving Final Tract Map 39262-1 and Release the Map for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreement and Final Tract Map; Accept Faithful Performance and Labor Bonds for Public Improvements
Recommendation: Adopt Resolution 2026-140

7. PUBLIC HEARINGS

7.1 Specific Plan Amendment No. 26-0001 (Amendment to Table 3-1 of the Sunset Crossroads Specific Plan)
Recommendation: The Planning Commission recommends the City Council take the following actions:

1. Determine that Specific Plan Amendment No. 2026-01 does not require further environmental review in accordance with Section 15183 of the California Environmental Quality Act (CEQA) Guidelines; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2026-132
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT NO. 26-0001 TO AMEND TABLE 3-1 OF THE SUNSET CROSSROADS SPECIFIC PLAN AND MAKE A DETERMINATION THAT SPECIFIC PLAN AMENDMENT NO. 26-0001 DOES NOT REQUIRE FURTHER ENVIRONMENTAL REVIEW IN ACCORDANCE WITH SECTION 15183 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES

7.2 Consideration of a Joint Resolution of the City Council of the City of Banning, the Banning Utility Authority, and the Successor Agency of the City of Banning, Approving and adopting the 2027-2031 Capital Improvement Program including 2027 Capital Improvement Appropriations
Recommendation: Adopt Joint Resolution 2026-138, 2026-09UA, and 2026-03SA

8. REPORTS OF OFFICERS

9. DISCUSSION ITEMS

9.1 Presentation of the Banning Police Department Organizational Assessment prepared by Jacob Green & Associates
Recommendation: Receive and file the Banning Police Department Organizational Assessment prepared by Jacob Green & Associates

9.2 Consideration of Resolution 2026-141, Authorizing the Appointment of Retired Annuitant George Crum as Interim Police Chief

Recommendation:

Adopt Resolution 2026-141

9.3 Resolution 2026-137 Adopting Policies for the Budget and Finance Committee and Expanding its Membership to Include Members of the Public
Recommendation: Adopt Resolution 2026-137

9.4 Consideration of Resolution 2026-120, Approving a Transit Service Funding Agreement between the City of Banning and the County of Riverside for the Continued Provision of Fixed-Route Transit Service to the Cabazon Area
Recommendation: Adopt Resolution 2026-120

9.5 Consideration of Resolution 2026-142, Amending the City of Banning's Classification and Compensation Plan

Recommendation: Adopt Resolution 2026-142

9.6 Adoption of the Fiscal Year 2026-2027 Operating Budget for the Electric Utility Public Benefit Fund 675
Recommendation: Adopt Resolution No. 2026-143 Approving the Fiscal Year 2026-2027 Operating Budget for the Electric Utility Public Benefit Fund (Fund 675), effective retroactively to October 1, 2026.

10. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
1. Discussion Regarding the Process for Selection of the Mayor (Barrington) September 2026
2. Discussion Regarding Notification to Property Owners of Delinquent Tenant Utility Accounts (Miller) September 2026

11.2 **EXISTING ITEMS**
1. Streamline Procurement Policy (Flynn) August 2025
2. Maintenance and replacement of street signs. (Flynn) March 2026
3. Rename the Arthur Welch Community Center back to the National Guard Armory (Flynn) April 2026
4. Smoke Shop Moratorium (Miller) April 2026
5. Special Event Fee Schedule and Permit Process Review (Miller) May 2026
6. 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
7. Stagecoach Town USA discussion (Royce) August 2026
8. SB 707 (Flynn) September 2026

11. ADJOURNMENT

Next Regular Meeting – October 27, 2026

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- 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.
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- 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

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Public Comment

Agenda Items

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

Non-Agenda Items

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

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CONTACT • CONTACTO

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration and Approval of the following City Council Meeting Minutes:** • **February 26, 2026 - Special Meeting** • **April 28, 2026 - Regular** • **August, 25, 2026 - Regular** • **August 26, 2026 - Special Meeting (Workshop)** • **September 22, 2026 - Closed Session**

STAFF RECOMMENDATION:

Approve the Meeting Minutes of:

- February 26, 2026 - Special Meeting
- April 28, 2026 - Regular
- August 25, 2026 - Regular
- August 26, 2026 - Special Meeting (Workshop)
- September 22, 2026 - Closed Session

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. 2026 02 26_Special City Council Meeting_Draft.pdf
2. 2026 04 28 City Council Minutes_Draft.pdf
3. 2026 08 25_CC Regular Meeting Minutes_DRAFT.pdf
4. 2026 08 26_CCMinutes_ Special Meeting_WS.pdf
5. 2026 09 22_CCMinutes_CS_Draft.pdf

MINUTES
CITY COUNCIL - SPECIAL MEETING
FEBRUARY 26, 2026 – 5:00 P.M.

DRAFT

1. CALL TO ORDER– 5:00 p.m.

1.1 **PLEDGE OF ALLEGIANCE**
1.2 **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 Elizabeth Gibbs, City Manager Art Vela, Public Works Director Vickie Sellers, City Clerk Sandra Calderon, Deputy City Clerk

2. CITY ATTORNEY'S REPORT

John Pinkney, City Attorney reviewed the rules of procedure for the city council, emphasizing courtesy, decorum, and that all remarks and questions should be addressed to the presiding officer.

He reported that the most recent version of the development agreement was shared with the developer's attorneys approximately an hour prior to the meeting. This revised document had not yet been reviewed by the council, the public, or by himself, and was not included in the packet.

Due to these circumstances, Mayor Royce moved to table the discussion until the next council meeting on March 10th seconded by Council Member Miller. Motion carried unanimously with a 5-0 vote.

3. AGENDA APPROVAL

4. CONSENT AGENDA

None

5. PUBLIC HEARINGS

5.1 **Consideration of Applications By NP Banning Industrial, LLC for the Sunset**

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

Recommendation:

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

- Resolution No. 2026-26 Rejecting the Certification of an Environmental Impact Report (EIR), SCH No. 2021020011, Including Related Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; and
- Resolution No. 2026-27Denying Applications by NP Banning Industrial LLC for the Sunset Crossroads Project, Including General Plan Amendment (No. 20-2501), Zone Change (No. 20-3502), Specific Plan (No. 20-2002), Tentative Parcel Map (TPM 38118) and a Development Agreement, for the Development of Industrial and Commercial Uses on a 533.8-acre Project Site Located South of I-10/Union Pacific Railroad and West of Sunset Avenue

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

- Resolution No. 2026-28 Certifying the Environmental Impact Report (EIR), SCH No. 2021020011, Including Related Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; and
- Resolution No. 2026-29 Approving General Plan Amendment (No. 20-2501) and Specific Plan (No. 20-2002); and
- Resolution No. 2026-30 Approving Annexation of 253.7 Acres into the City of Banning; and
- Resolution No. 2026-31 Approving the Tentative Parcel Map (TPM 38118); and
- Introducing by Title Only the Following Ordinances:
    - Ordinance No. 1618, Approving Zone Change (No. 20-3502)
    - Ordinance No. 1620, Approving a Development Agreement between NP Banning Industrial LLC and the City of Banning

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

Recommendation:

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

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6. ADJOURNMENT

MOTION
Mayor Royce motioned to table the items on the agenda until March 10, 2026, Council Member Miller seconded the motion to adjourn the special meeting. The motion carried unanimously with a 5-0 vote.

Mayor Royce adjourned the meeting at 5:06 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://banninglive.viebit.com/watch?hash=pbr6T9SULuf1ELcz

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MINUTES

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA
APRIL 28, 2026 – 5:00 p.m.

1. CALL TO ORDER – 5:05 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, City Attorney Elizabeth Gibbs, City Manager Art Vela, Public Works Director Vickie Sellers, City Clerk Sandra Calderon, Deputy City Clerk

1.2 **INVOCATION**

Performed by Todd Oldenburg, Pastor of Thrive Church

1.3 **PLEDGE OF ALLEGIANCE**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

Council Member Wallace motion to approve the agenda, seconded by Mayor Pro Tem Barrington. Motion carried 5-0.

3. ADJOURNED BUSINESS - ITEMS CONTINUED FROM APRIL 14, 2026

3.1 Consideration of Resolution 2026-58, Approving Modifications to Section 10.3, 10.6, and 12.2 of the City of Banning Manual of Procedural Guidelines
Recommendation: Adopt Resolution 2026-58

Item 3.1 involved modifications to the Banning Procedures Manual, specifically updating sections 10.3, 10.6, and 12.2.

No public comments received.

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A motion to accept Resolution 2026-58, approving the modifications, was made by Council Member Flynn, seconded by Mayor Pro Tem, and carried by a 5-0 vote.

3.2 Receive and file Accounts Payable and Payroll Warrants Issued for the months of July 2025 through December 2025
Recommendation: Receive and file

Staff presented the accounts payable and payroll warrants for July 2025 through December 2025, highlighting their significance in advancing fiscal responsibility. Council Member Royce requested a summary of the credit card amounts, which staff agreed to provide. A discussion ensued regarding the frequency and nature of ACH payments and payroll runs. A motion to receive and file the warrants was made by Council Member Flynn, seconded by Mayor Pro Tem Barrington, and carried by a 5-0 vote.

3.3 Consideration of Resolution 2026-65, Approving a New Travel & Meeting Policy for Elected Officials and City employees.
Recommendation: Adopt Resolution 2026-65 approving a new Travel & Meeting Policy to establish a travel and expense policy for the City of Banning (City) elected and appointed officials and City employees as well as provide guidelines to ensure proper control of travel costs as they relate to official City business and compensate individuals for actual and necessary travel related expenses.

Item 3.3 addressed a new travel and meeting policy designed to comply with AB 1234 and government code provisions. The policy, presented with redline changes, included a recommendation to extend its coverage to city employees. Key proposed changes included defining a 50-mile radius from the official's primary residence for city-related events, incorporating specific language from government code section 53232.4, and proposing an amendment to use City Hall as the starting point for employee travel mileage calculation.

Public comment:
Sue Savage, City Treasurer requested clarification and inclusion in the policy, suggesting the California Municipal Treasurers Association Annual Conference be added to Exhibit A as a pre-approved event.

Council discussion revolved around the clarity and completeness of the new policy compared to the previous one (E3). Staff explained that the new policy (E4) aimed to simplify and consolidate information. The definition of the starting point for travel reimbursement (City Hall vs. residence) was debated, noting that government code specifies using the closest residence or place of employment. A motion was made by Council member Flynn to table the item for the next meeting, seconded by Mayor Royce and carried by a 3-2 vote. With Council Members Miller and Wallace voting no.

3.4 Consideration of Resolution 2026-62 Approving a Software-as -a-Service (SaaS) Master Services Agreement (MSA) with Routeware, Inc. for Compliance Tracking in the amount of $89,992
Recommendation: Adopt Resolution 2026-62

Item 3.4 authorizing a three-year software-as-a-service agreement with Routerware Inc. for compliance tracking software. Staff explained that this is a continuation of an existing, fully implemented system crucial for their small staff managing solid waste compliance programs. The software enables staff to track compliance activities, maintain accurate records, and meet strict reporting deadlines, such as the ten-day requirement from CalRecycle. Without it, compliance tracking would become manual and inefficient, especially given the limited FTE overseeing these programs.

DRAFT

The city has already invested in its implementation, and staff are trained and it is fully operational. Switching to a new system would incur additional costs for data transfer and training.

No public comments were received.

A motion to adopt resolution 2026-62 was made by Council Member Flynn, seconded by Mayor Pro Tem Barrington, and carried by a 5-0 vote.

4. PRESENTATIONS/PROCLAMATIONS

Introduction of Chief Fish

Riverside County Fire Chief Fish was introduced to the City Council. Staff provided a brief overview of chief Fish's professional background and experiences. Chief Fish address the Council, expressed his appreciation for the opportunity to serve the community, and reaffirmed the department's commitment to its partnership with the City of Banning

4.1 Recognition of Small Wastewater Collection System of the Year Award for 2025 by California Water Environment Association (CWEA), Colorado River Basin Section.
Recommendation: Presentation by City Staff for the Small Wastewater Collection System of the Year - 2025 Award by California Water Environment Association (CWEA), Colorado River Basin Section.

Art Vela, Public Works Director announced that the City's Wastewater Collection System received the 2025 Small Wastewater Collection system of the Year-Award from the California Water environment Association, Colorado River Basin Section. Staff recognized the wastewater team for their dedication, expertise, and continued commitment to maintain the City's wastewater collection system.

4.2 Public Service Recognition Week
Recommendation: Proclaim May 3 through May 9, 2026 Public Service Recognition Week.

Mayor Royce read a proclamation recognizing May 3-9, 2026, as Public Service Recognition Week in the City of Banning, honoring public employees for their dedication and commitment to providing essential services to the community.

5. REPORT ON CLOSED SESSION

Phaedra Norton, City Attorney said there was no action to be taken on any of the closed session agenda items.

6. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

6.1 PUBLIC COMMENTS

Maddie Bogue, Southern California Edison: Introduced herself as the new Government Relations Manager for Southern California and expressed her commitment to strengthening the partnership with the City of Baniing

Gerry Phelps: Expressed concerns regarding the zoning of Banning Point, specifically the potential development of warehouses, and requested that the City Council consider amending the Specific Plan to eliminate such uses.

Inge Schuler: Expressed concern regarding delays in the availability of City Council meeting minutes and emphasized the importance for timely access and transparency.

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Cassandra Munoz and Rebecca Haugen: Presented information regarding student homelessness within the Banning Unified School District and discussed the need for greater awareness, communication, and access to available community resources.

Felipe Aguayo: Spoke regarding student homelessness and emphasized increasing awareness of available resources, improving communication between schools and families, and reducing the stigma associated with seeking assistance.

Jessica Palease: Spoke on behalf of residents regarding animal services, expressing concerns about locating lost pets, overcrowding at Riverside County Animal Servies, and the timeline for establishing a functional local animal shelter in banning

6.2 **CORRESPONDENCE**

No correspondence was received.

6.3 **APPOINTMENTS**

6.4 **CITY COUNCIL COMMITTEE REPORTS**

Council Member Sherry Flynn read a formal request for the censure of Council Member Colleen Wallace. Flynn stated that Wallace had not followed Banning Municipal Code (BMC) guidelines concerning public censure between council members for misconduct in her complaint against another council member. The correspondence outlined violations of the BMC, specifically Section 2.04.060, which addresses public censure of council members. Flynn stated that Wallace was given notice of proper procedures but chose not to correct her actions. The request emphasized that proper procedures were not followed, leading to unnecessary outside investigations funded by taxpayers. Flynn requested that proceedings commence against Council Member Wallace for her continued violation and failure to correct municipal code and administrative policy violations.

Council Member Wallace reported on her attendance at the Leaders Summit in Sacramento. She highlighted several upcoming legislative bills and attended workshops on misinformation and the reasons for young people leaving California due to a lack of family entertainment and increasing political polarization. She also mentioned lobbying efforts with senators and assembly members to benefit the city.

Council Member Flynn reported on attending a Sun Lakes HOA meeting where she provided city updates. She also attended an RCTC (Riverside County Transportation Commission) subcommittee meeting, discussing the I-15 Express Lanes project, the expansion of the Santa Ana River Trail, and the renaming of State Route 79. The committee decided to re-survey the public for the State Route 79 renaming due to concerns about the initial process being inequitable. Flynn also mentioned attending a law enforcement appreciation dinner.

Council Member Miller reported on attending an RTA (Riverside Transit Agency) board meeting, though no public discussion items were available. He also attended the League of Cities in Sacramento, participating in lobbying efforts regarding issues like Caltrans slowing down projects. Miller shared an instance where a senator's intervention potentially helped expedite a permit for the Sun Lakes Boulevard project. He also discussed workshops on water sustainability and the need for affordable senior housing, noting the lack thereof in Banning. Miller emphasized the importance of positive community portrayal to attract businesses and families.

6.5 **ANNOUNCEMENTS OF CITY COUNCIL MEMBERS**

Council Member Wallace announced two Juneteenth events: one on June 19th at Roosevelt Williams Park and another on June 20th at Sylvan Park.

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6.6 **CITY MANAGER'S REPORT**

- 30-day Strategic Plan Update

Elizabeth Gibbs, City Manager provided updates on two key areas: Animal Control Study Timeline and Regionalization.

The animal control study is complete, with staff having questions for the consultant. Feasibility and facility condition assessments were provided to a subcommittee. The city plans to re-engage Calimesa and Beaumont regarding regionalization. Beaumont's new city manager will start soon, and a meeting with Calimesa's city manager is scheduled. Cross training between animal control and code enforcement officers is being implemented to enhance staffing flexibility. The study results will be presented to the full council on May 26th as a workshop.

Minutes Update
A retired city clerk has been engaged to catch up on the backlog of city minutes, which have not been posted since June 2025. This is a high priority due to the difficulty staff faces in referencing outdated minutes.

Homelessness Data and School District Collaboration
An informal point-in-time count for the homeless population was conducted, and data is still being reviewed. This count is not an official biennial count led by the county. The City Manager plans to meet with the Banning Unified Superintendent to discuss resources for homeless students.

City Cup Winner
Banning won the City Cup for an Iowa tournament, marking the second time the city has achieved this.

6.7 **CITY ATTORNEY'S REPORT**

The City Attorney reviewed the city's adopted rules of decorum, as outlined in the Banning Manual of Procedural Guidelines

7. 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.

7.1 Receive and File Fire Protective Services Statistics for the Month of March 2026
Recommendation: Receive and file

7.2 Receive and File Code Enforcement Statistics for the Month of March 2026
Recommendation: Receive and file

7.3 Receive and File Police Department Statistics for the Month of March 2026
Recommendation: Receive and file.

7.4 Receive and File Animal Control Statistics for the Month of March 2026
Recommendation: Receive and file

7.5 Authorize the City Manager to sign the Notice of Completion for Project No. 2023-06W "Lions Park Non -Potable Water Irrigation Conversion Project" as complete and direct the City Clerk to record the Notice of Completion
Recommendation: Authorize execution of the Notice of Completion.

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7.6 Declaration of Eight (8) Scrap Pole-Mount Transformers as Surplus Property and Authorization for Disposal Through Public Auction in Accordance with Purchasing Policy B-30.

Recommendation: Declare eight (8) pole mount transformers as surplus, non operational or scrap equipment. Authorize staff to dispose of the surplus items via the City's online auction platform, in accordance with the Purchasing Policy B-30, Section 18-102 as stated:

18-102 Disposal of Surplus City Property

(1) The method used by departments to dispose of Surplus City Property must be approved and coordinated with the City Purchasing Officer. Internal reuse of Surplus City Property by City departments is the preferred method of disposal.
(2) Disposition Methods – Surplus City Property shall be disposed of in one of the following preferred methods:
a. Internal transfer to a claiming department;
b. Sale by City Purchasing Officer;
c. Documented donation of technology and related equipment with a fair market value less than $5,000 per lot to the Department of Education and non-profit organizations;
d. Auction (material
value); e. Recycling; and
f. Waste.

7.7 Consideration of Resolution 2026-68, Approving the Measure "A" Five Year Capital Improvement Plan Project List and Authorizing the City Manager to Execute the Maintenance of Effort Certification Statement
Recommendation: Adopt Resolution 2026-68

consent items (7.1 to 7.7) were presented for approval. Council Member Flynn pulled item 7.7, and Mayor Pro Tem Barrington pulled item 7.4. Public comment was opened for items 7.1, 7.2, 7.3, 7.5, and 7.6 and no comments were received.
A motion was made by Council member Wallace to approve consent items 7.1, 7.2, 7.3, 7.5, and 7.6, seconded by Council Member Miller, and carried by a 5-0 vote.

Mayor Pro Tem Barrington pulled item 7.4 to highlight animal control statistics for March. Barrington noted a significant increase in service calls, animal impounds, and citations. Staff recognized Animal Control Officer Nicle Grant for her cross-training efforts with Code Enforcement. No public comments were received. Council Member Wallace made a motion to received and filed the report, seconded by Mayor Pro Tem Barrington, and carried by a 5-0 vote.

Council Member Flynn pulled item 7.7, the project status report, to inquire about the deletion of the Sun Lakes Boulevard extension construction and the delay in the re-striping project. Public Works staff explained that the extension construction was deferred to future fiscal years due to funding allocation timing. Regarding the re-striping, contracting issues with vendors and potential inflation costs led to a budget increase and a revised timeline. Staff aims to complete the re-striping by the summer, with funding available from July 1, 2026. Mayor Royce opened public comment.

Edward Espinoza expressed concern about the lack of visible road lines, calling it a safety issue. A motion to approve Resolution 2026-68 was made by Council Member Flynn approving the Measure "A" five-year capital improvement plan project list, seconded by Council Member Miller, and carried by a 5-0 vote.

8. PUBLIC HEARINGS

8.1 Consideration of Resolution 2026-67, Confirming the Levy and Collection of Assessments

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within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2026/2027 **Recommendation:** Adopt Resolution 2026-67

A public hearing was held regarding the levy and collection of assessments for Landscape Maintenance District No. 1 for fiscal year 2026-2027. The proposed resolution would confirm the assessments, which remain unchanged from previous years for zones 1-5, and include a 3.25% CPI increase for zones 6-11. Several zones (3, 4, 5, and 9) have structural deficits due to a lack of annual escalators in their assessments, leading to reduced services over time. Zones 2 and 10 will utilize reserves for improvement projects, including tree removal and trimming. The council discussed the financial challenges in certain zones and potential future solutions, including the creation of a new zone or general fund appropriations.

Mayo Royce recused himself tom this item because he has property in a zone district.

Mayor Pro Tem Barrington opened Public Hearing at 7:39 p.m.

Juanita Diaz, resident of Banning expressed concerns regarding City spending and oversight, citing delays in clearing overgrowth in Area 9 despite available equipment and noting that volunteers have completed similar clean-up efforts more quickly. She also questioned expenditures and modifications related to fencing at a City baseball park and whether staff adequately evaluate conditions before making project decisions. She urged the City to reduce unnecessary spending, apply cost-cutting measure continently, and provide greater oversight of expenditures.

Public Hearing was closed at 7:42 p.m.

Council Member Wallace made a motion to adopt resolution 2026-67, seconded by Council Member Miller, and carried by a 4-0 vote. Mayor Royce recused from the item and did not participate in the vote.

9. REPORTS OF OFFICERS

10. DISCUSSION ITEMS

10.1 Transfer and Reuse of Remaining Opportunity Village Assets

Recommendation: Discuss and provide direction regarding the disposition and reuse of remaining Opportunity Village assets, including:

1. transfer of one combination trailer to the Water Division;
2. reuse of the former Opportunity Village office by Animal Control.

The council considered the reuse of remaining Opportunity Village assets. Staff proposed transferring a restroom/shower trailer to the water division and an office trailer to animal control, aligning with the city's surplus property policy.

Concerns were raised about the costs associated with preparing the site for the office trailer at animal control.

No public comments were received.

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A motion to approved the internal reuse of these assets was made by Council Member Miller, seconded by Council Member Wallace, and carried by a 5-0 vote.

10.2 Consideration of Resolution 2026-44, A Resolution of the City Council of the City of Banning, California, reprogramming approved Community Development Block Grant (CDBG) Funds in the amount of $148,144 from FY 2024-25 - Dysart Park Improvement project ($105,000) and FY 2024-25 - Banning Senior Center ADA Improvement Project ($43,144) to CDBG FY 25-26, Banning Senior Center ADA Improvement Project #2 ($148,144)

Recommendation: Adopt Resolution 2026-44

Council discussed the use of CDBG funds for park and Senior Center improvements. Discussion included funding for lightings and electrical upgrades at Dysart Park, potential projects at other parks, and concerns regarding the condition of the Senor Center roof. Staff clarified funding limitations, eligibility requirements, and the need to confirm available funds and project timelines with the County. Council expressed interest in prioritizing eligible improvements and obtaining additional information regarding available funding.

Mayor Royce opened Public Comments.

Amy Pippenger, Banning Resident expressed concerns regarding the use of CDBG funds for Dysart Park, questioning the need and cost of proposed bleachers and emphasizing the park's prior improvements and revenue-generating potential. She urged the Council to consider improvements, and to review funding priorities and project costs.

Ed Espinoza, Resident of Banning expressed concern regarding the reallocation of funds from Dysart Park to the Senior Center and questioned why funding applications were not renewed before applicable deadlines. He asked whether insurance could cover Senior Center repairs, highlighted Dysart park's increasing use for community events, raised concerns regarding prior park projects, and asked whether remining lighting funds could later be used for Senior Center improvements.

Juanita Diaz, Resident of Banning expressed concern regarding the reallocation of funds from Dysart Park, stating that grant funds should be used for their originally intended projects. She discussed longstanding park needs, incomplete projects, inconsistent park fees, and the contributions of community volunteers. She urged the Council to maintain planned park improvements and also questioned why needed repairs at the Senior Cener and Community Center had not been addressed either.

Mayor Royce closed Public Comments.

A motion to table this item to allow for further investigation into alternative funding sources was made by Council Member Wallace, seconded by Council Member Miller, and carried by a 5-0 vote.

10.3 Consideration of Resolution 2026- 66, Authorizing the Use of Cooperative Purchasing Agreements for the Procurement of Automobile and Equipment Parts for Five Year Period (FY 2026 - FY 2030) and Authorizing Related Purchasing Actions for an Annual Aggregate of $80,000 per Fiscal Year

Recommendation: Adopt Resolution 2026-66

The Public Works Department requested authorization to use a cooperative purchasing agreement for automobile and equipment parts to streamline procurement and benefit from economies of scale. The agreement would utilize NAPA, O'Reilly Auto Parts, and Parts Authority, with an annual budget not exceeding $80,000. The city's policy of preferring local businesses would be applied, prioritizing Parts Authority and O'Reilly in Banning.

No public comments were received.

A motion to adopt resolution 2026-66 was made by Council Member Wallace, seconded by Mayor Royce, and carried by a 5-0 vote.

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11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

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. Update Outdated Billboard on Sunset St. (Flynn) January 2026
6. Continue Food Truck Festival (Barrington) January 2026
7. Maintenance and replacement of street signs. (Flynn) March 2026

Council Members requested the following items for future discussion:

Council Member Flynn requested to change the name of the armory from "Arthur R. Welch Armory" back to "The Armory".

Council Member Miller requested a discussion on a moratorium for cannabis and smoke shops. Mayor Pro Tem Barrington noted that a moratorium on cannabis dispensaries is legislated by law, but smoke shops could be discussed. This item was added to the future agenda pending research by staff.

12. ADJOURNMENT

Council Member Miller motioned to adjourn, Seconded by Mayor Pro Tem Barrington – Motion passed 5-0.

The meeting adjourned at 8:37 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/311?view_id=1&redirect=true

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MINUTES

CITY COUNCIL – REGULAR MEETING

August 25, 2026

1. CALL TO ORDER – 5:11 p.m.

1.1 INVOCATION
Pastor Nate Rodriguez of Infinite Center Church delivered the invocation.

1.2 PLEDGE OF ALLEGIANCE
Council Member Miller led the Pledge of Allegiance.

1.3 ROLL CALL

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

OTHERS PRESENT: Elizabeth Gibbs, City Manager
Phaedra Norton, City Attorney
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk
Art Vela, Public Works Director
Ralph Wright, Parks and Recreation Director
Brandon Smith, Acting Police Chief
Marisol Lopez, Economic Development Manager
Jennifer Terry, Finance Director
Nate Smith, Deputy Director of Public Works / City Engineer
Lisa Rossi, Human Resources Director
Matthew Bassi, Interim Community Development Director
Eric Brown, IT Manager
Kristine Gutierrez, Code Enforcement Supervisor

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

Mayor Royce requested that Item 5.3.1, Banning Youth Council Appointments, be considered immediately after the report on Closed Session.

MOTION
Council Member Royce moved and Mayor Pro Tem Barrington seconded a motion to approve the agenda as amended. The motion carried 4-0, with Council Member Flynn absent.

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3. PRESENTATIONS

There were no presentations.

4. REPORT ON CLOSED SESSION

Phaedra Norton, City Attorney, reported that the City Council met in Closed Session on Items 3.1, 3.2, 3.3, and 3.4 and took no reportable action.

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

This item was considered out of order following Item 4. The Council clarified that four appointments were before it. No public comments were received, and Mayor Royce closed public comment at 5:15 p.m.

MOTION
Council Member Wallace moved and Mayor Pro Tem Barrington seconded a motion to appoint Xochitl Hernandez, Nathaly Spindola-Santos, Daniel Garcia, and Emma Pennington to the Banning Youth Council. The motion carried 4-0-1, with Council Member Flynn absent.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

Kevin Saunders, Blue Zones Project, announced recognition of Nosotros Cafe as a Blue Zones approved restaurant and the Boys & Girls Clubs of the San Gorgonio Pass as an approved worksite. He reported on the farmers market and a new community garden in east Banning and invited the community to a Connect Cafe event on August 27.

Frank Burgess. questioned development impact fee credits and waivers associated with the Tri-Pointe development near Highland Springs Avenue and Wilson Street. The speaker asked staff to verify the number of homes subject to the fees and whether the City had received the payments it was owed.

Bill Lamb, Gilman Ranch Hands, discussed the history of the Stagecoach Days Association and the City's previous support for the event. He acknowledged the City's financial limitations but requested continued waivers for City services, including street closures and police support. He also urged the City to restore the "Stagecoach Town USA" identity and recognize its local history.

Jerry Phelps requested an update on the Banning Point project behind Albertsons, including the status of permits and outstanding requirements. He also questioned the City's legal expenses.

Richard McCard requested clarification about Banning Point and NorthPoint development proposals and opposed warehouse development. He expressed concern about traffic, long-term land use impacts, and the effect on the City's appeal to residents and visitors.

A Banning resident opposed the proposed reductions in Parks and Recreation, Senior Center, day-camp, aquatics, and park improvement services. The speaker described these services as essential to community life and expressed concern about proposed reductions affecting police and homeless services.

Carrie Lozano urged the Council to find alternatives to reducing recreation services. She discussed her family's participation in youth sports and volunteer coaching, asked for better communication

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about City finances and budget workshops, and encouraged the City to seek additional resources and community participation.

Faith Banuelos, Banning Youth Council, urged the Council to consider the effect of recreation reductions on children and families. She described the value of sports, camps, community events, and safe public spaces and asked the Council to explore restructuring, grants, partnerships, and protection of core services before eliminating programs.

Sasha suggested grants, volunteer programs, sponsorship of children and seniors, employee furloughs, energy savings, reduced operating hours, partnerships, sale of unused assets, and consolidation of duties. She encouraged the City to consider reductions at higher salary levels and alternatives to closing recreation programs.

Richard Rutherford questioned how development choices were made and requested comparisons of revenues and employment generated by warehouses, retail, housing, and retirement communities. He opposed rapid reductions in public safety and youth programs, suggested a longer recovery period, and requested consideration of downstream drainage and erosion impacts from development.

Mason Patterson, Stagecoach Days Association, speaking via Zoom, described the event's reliance on volunteers, donations, and affordable ticket prices. He stated the cost of City services, including street closures and police support, threatened the event's financial viability and requested continued in-kind support and fee waivers.

Maria Ramirez described her family's participation in martial arts, swimming, soccer, and recreation trips. She opposed closing the Community Center and Senior Center and emphasized the programs' contributions to health, safety, and connections among neighbors.

A dance instructor described the Community Center's role in providing accessible dance education and a safe place to teach. She requested continued support for arts programming and emphasized the effect of recreation, aquatics, and senior services on mental health and quality of life.

Elizabeth, a lifelong Banning resident, discussed her family's participation in youth programs and the Stagecoach Days Parade. She urged the Council to consider reduced hours and other alternatives to closing facilities and emphasized the importance of supporting children and seniors.

With no further speakers, Mayor Royce closed public comment at 5:57 p.m. The Council requested staff responses to the questions raised before proceeding with the remaining reports.

City Manager, Elizabeth Gibbs stated Banning Point was the subject of litigation and could not be discussed publicly. She explained that legal expenses reflected the City's litigation workload and that the City Attorney firm's rates were comparable to those of other municipal firms. Ms. Gibbs and Ralph Wright, Parks and Recreation Director, discussed the existing Stagecoach Days memorandum of understanding and prior provisions for fee waivers, in-kind services, bleachers, and event sponsorship. Staff would review the history of those agreements and verify the permits and impact fees associated with the Atwell/Tri Pointe development.

Ms. Gibbs explained that sales and use tax revenues depended on the activities conducted within commercial and warehouse buildings and that fulfillment centers could generate substantial revenue. She discussed retail businesses, the limited portion of residential property taxes allocated to the City, and additional revenues associated with applicable community facilities districts.

Mayor Royce stated no budget reductions had been adopted and encouraged residents to attend the August 26 workshop. He requested community participation in identifying sustainable funding

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and supported review of separate resident and nonresident fees for recreation services. He also requested a future discussion of restoring the “Stagecoach Town USA” identity.

5.2 CORRESPONDENCE

No correspondence was reported.

5.3 APPOINTMENTS

Item 5.3.1 was considered following Item 4, as noted above.

5.4 CITY COUNCIL COMMITTEE REPORTS

Committee reports and Council announcements were considered together.

Council Member Wallace reported on the Western Riverside County Regional Conservation Authority budget, planned habitat acquisitions and land donations, mitigation fees, grants, and other revenue sources. She also discussed regional transportation, border-area planning, flooding, climate resilience, and collaboration with Caltrans and regional agencies.

Council Member Miller reported on Riverside Transit Agency Budget and Finance Committee activities, adoption of the agency’s budget, and purchases of buses and Dial-A-Ride vehicles. He discussed the T-NOW meeting and the Comprehensive Operations Analysis and encouraged public input regarding transit routes. He supported a more direct connection from Banning to college campuses and other destinations in Riverside. He also attended the Blue Zones recognition at Nosotros Cafe and the Riverside County Division of the League of California Cities meeting.

Mayor Pro Tem Barrington reported attending two animal-control meetings, including a tour of Yucaipa Animal Placement Society; an airport subcommittee meeting; the Blue Zones recognition at Nosotros Cafe; a Cal Cities meeting in Wildomar; and the two prior budget workshops. She also assisted with the monthly produce distribution sponsored by the County Supervisor.

Mayor Royce reported attending the Wildomar event, the Blue Zones recognition, and the prior budget workshops. He encouraged attendance at the August 26 budget workshop.

5.5 ANNOUNCEMENTS OF CITY COUNCIL MEMBERS

Announcements were provided with the committee reports.

5.6 CITY TREASURER’S REPORT

Sue Savage, City Treasurer, reported on the City’s financial position as of July 31, 2026, based on the bank statements available to her. She reported approximately $66 million in total cash and investments, an increase of approximately $6.9 million over the prior year, with unrestricted cash increasing approximately $14.3 million and restricted cash decreasing approximately $7.4 million. She discussed payroll and employee charge-card expenditures, stated July expenditures exceeded receipts by approximately $459,000, and reported approximately $57.3 million in outstanding bond debt. Ms. Savage expressed concern about legal expenditures, requested month-end statements for every City account, and stated her written report was available in the room.

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5.7 CITY MANAGER'S REPORT

Elizabeth Gibbs, City Manager, reminded the public of the August 26 budget workshop at 4:00 p.m. She explained that, for an example home valued at $411,599, approximately $329 of the one-percent ad valorem property tax would be allocated to the City.

In response to Council questions about legal expenses, Ms. Norton stated at least three pending cases were not covered by insurance and discussed two environmental cases and a possible process for developers to advance defense costs. She explained the City's self-insured retentions and the City Attorney's responsibilities for litigation, contracts, labor negotiations, personnel matters, agenda review, and code enforcement. She stated the Treasurer's lawsuit was not covered under the insurance information received to date, while staff continued to investigate other possible coverage. Council Member Miller asked about disclosure of attorney invoices, and staff confirmed the invoices were included on the monthly consent calendar.

5.8 CITY ATTORNEY'S REPORT

Phaedra Norton, City Attorney, reviewed the rules of order and decorum in the Council's Manual of Procedural Guidelines. She discussed the presiding officer's authority, recognition and interruption of speakers, courtesy among Council Members, staff, and the public, and the requirement to address remarks and questions to the presiding officer.

6. CONSENT ITEMS

Council Member Wallace requested separate consideration of Items 6.2 and 6.4. Mayor Pro Tem Barrington requested separate consideration of Items 6.11 and 6.12. The Council first considered the remaining consent items.

Frank Connolly addressed Items 6.6 and 6.13. He requested access to legal invoices associated with the Treasurer's lawsuit and asked whether the proposed traffic signal work included an improved street-name sign at Highland Springs Avenue and Ramsey Street.

Ms. Savage addressed Items 6.6, 6.9, and 6.10. She questioned the scope of the City Attorney invoice report compared with payments to other attorneys and expressed concern about legal expenditures relative to the budget. She also requested clarification of the petty cash amounts reported in the cash and investment reports and quoted an earlier email regarding petty cash at the Community Center and Senior Center.

Art Vela, Public Works Director, stated the traffic signal design project included replacement of the street-name sign and an alternate bid for an illuminated sign, subject to available funding. Jennifer Terry, Finance Director, stated the City held $4,055 in petty cash across departments, including $1,105 within the General Fund. Ms. Gibbs clarified that her earlier email addressed the specific recreation and senior-center accounts requested, rather than all City petty cash. With no further comments, public comment was closed at 6:37 p.m.

Ms. Norton clarified that SBEMP provided City Attorney services and other legal work and that the City also retained law firms for specialized matters. She explained that multiple invoices and client numbers within the SBEMP billing distinguished the matters handled by the firm.

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6.1 Consideration and Approval of City Council Meeting Minutes
Recommendation: Approve the minutes of January 13, January 27 regular and closed session, February 5 closed session, February 10 regular and workshop, May 12, and May 14 workshop, 2026.

6.3 Receive and File Code Enforcement Statistics for June and July 2026
Recommendation: Receive and file.

6.5 Receive and File Animal Control Statistics for June and July 2026
Recommendation: Receive and file.

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

6.7 Parks and Recreation Report of Monthly Activities through the Fourth 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: Receive and file in accordance with Government Code Section 53607.

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

6.13 Resolution 2026-119 – Amendment No. 2 to the Professional Services Agreement with STC Traffic, Inc. for Traffic Signal Hardware Upgrades at 17 Intersections
Recommendation: Approve Resolution 2026-119, extending the agreement term to March 31, 2027.

6.14 Resolution 2026-121 – SCAG Sustainable Communities Program, Banning Two-Way Cycle Track Safety Project
Recommendation: Adopt Resolution 2026-121, authorizing the City Manager or her designee to execute the memorandum of understanding and related grant documents with the Southern California Association of Governments.

MOTION
Council Member Wallace moved and Council Member Wallace seconded a motion to approve Consent Calendar Items 6.1, 6.3, 6.5, 6.7, 6.8, 6.9, 6.10, 6.13, and 6.14. The motion carried 4-0-1, with Council Member Flynn absent.

6.2 Receive and File Fire Protection Services Statistics for June and July 2026
Recommendation: Receive and file.

Council Member Wallace asked about the relationship between incident statistics and actual fire-services costs. Ms. Gibbs explained that the City paid for staffing and related costs at Station 89 and a portion of Station 20, rather than paying a separate charge per incident. She reviewed the June call statistics. No public comments were received.

MOTION
Council Member Wallace moved and Mayor Pro Tem Barrington seconded a motion to receive and file Item 6.2. The motion carried 4-0, with Council Member Flynn absent.

6.4 Receive and File Police Department Statistics for June and July 2026
Recommendation: Receive and file.

Council Member Wallace asked how proposed staffing reductions would affect Police Department operations. Brandon Smith, Acting Police Chief, explained that administrative duties would need to be redistributed to sworn staff, reducing supervisors' field availability or increasing overtime. He described patrol staffing, support from the detective bureau, and the coverage provided by the two homeless liaison officers. He stated he would obtain the case-clearance information requested for the budget discussion.

Edward Espinosa asked whether the homeless liaison positions were grant-funded and whether they would remain dedicated to that work or be reassigned to patrol. No other public comments were received.

Acting Chief Smith stated the homeless liaison positions were not grant-funded and could be reassigned to patrol if staffing needs required. He discussed the demand for homeless-related calls, coordination with code enforcement on encampments, and the effect on regular patrol workload. He also described the reassignment of a trained motor officer to fill supervisory needs and the goal of returning that officer to traffic duties. Ms. Norton reminded the Council that labor impacts would be addressed through the negotiation process.

MOTION
Council Member Wallace moved and Council Member Royce seconded a motion to receive and file Item 6.4. The motion carried 4-0-1, Council Member Flynn absent.

The Council recessed following Item 6.4 and reconvened to continue the remaining Consent Calendar items.

6.11 Resolution 2026-114 – Retroactive Approval of the Appointment of Retired Annuitant Michelle Green as Extra Help
Recommendation: Adopt Resolution 2026-114.

Mayor Pro Tem Barrington asked how the omission of an open-session appointment had been discovered and whether retroactive approval would create additional liability. Staff stated CalPERS requested documentation, staff could not locate an approving resolution, and CalPERS had agreed to waive the additional charges associated with the omission upon receipt of the resolution. Staff confirmed that subsequent retired-annuitant appointments had been brought to open session. Ms. Norton clarified that normal pension-related obligations remained, but the proposed action did not create additional liability. No public comments were received.

MOTION
Council Member Royce moved and Mayor Pro Tem Barrington seconded a motion to accept and file Item 6.11 concerning Resolution 2026-114. The motion carried 4-0-1, with Council Member Flynn absent.

6.12 Resolution 2026-117 – Amendment No. 2 to the Reimbursement Agreement with SFPP, L.P. for Pipeline Relocation Associated with the Sun Lakes Boulevard Extension Project
Recommendation: Approve Resolution 2026-117, authorizing the City Manager to execute Amendment No. 2.

Mayor Pro Tem Barrington asked whether the additional $117,395.50 would be reimbursable without General Fund exposure. Nate Smith, Deputy Director of Public Works and City Engineer, stated the utility-relocation costs were eligible for reimbursement under the project's regional funding arrangements.

Mr. Smith presented a project update covering the culvert concrete pours, retaining-wall footing, drainage construction, roadway fill, and anticipated pipeline relocation. He reported approximately $33.5 million in reimbursable regional funding, additional development impact fee and Measure A resources, and an estimated total project cost of approximately $34.5 million including contingencies. Staff would continue seeking savings. Completion remained anticipated for fall 2027.

Frank Connolly asked who would perform the pipeline work and whether the City was protected from liability. Mr. Smith stated Kinder Morgan would perform the work through its own forces or contractor and would be responsible for that work. He also explained that the City's roadway contractor was required to indemnify the City and maintain appropriate insurance for damage associated with the roadway construction.

MOTION
Council Member Wallace moved and Council Member Royce seconded a motion to approve Item 6.12, Resolution 2026-117. The motion carried 4-0-1, with Council Member Flynn absent.

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.

Lisa Rossi, Human Resources Director, presented the annual workforce vacancy, recruitment, and retention report. She reported 230 budgeted positions, including seven elected positions, and explained that the analysis covered 223 non-elected positions. She reviewed 27 vacancies and the reported overall vacancy rate of 15 percent for Fiscal Year 2025-26, the results by bargaining unit, and the higher vacancy rate in the Police Management Association. Ms. Rossi described recruitment planning, advertising, screening, interviews, background checks, probation, compensation considerations, and challenges filling engineering and public-safety classifications.

In response to Council questions, Ms. Rossi distinguished elected positions from the employee positions included in the report and clarified the use of full-time equivalents. Mayor Royce opened the public hearing at 7:29 p.m.

John Baca, IBEW representative, asked how the recruitment and retention requirements related to the proposed layoffs and requested more information about the City's efforts beyond the vacancy percentages. With no further comments, Mayor Royce closed the public hearing at 7:31 p.m.

Ms. Rossi discussed targeted recruitment through professional organizations and job boards, retention as a subject of labor negotiations, employee benefits and assistance programs, and potential wellness activities with Blue Zones. She stated staff would continue seeking practical, low-cost resources to support employees during the fiscal recovery.

MOTION
Council Member Royce moved and Mayor Pro Tem Barrington seconded a motion to approve staff's recommendation. The motion carried 4-0-1, with Council Member Flynn absent.

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8. DISCUSSION ITEMS

8.1 Urgency Ordinance No. 1625 – Establishing a Moratorium on Cannabis Cultivation Warehouses, Manufacturing, and Testing
Recommendation: Adopt Urgency Ordinance No. 1625, imposing a temporary moratorium on applications and approvals for specified industrial cannabis activities and facilities.

Matthew Bassi, Interim Community Development Director, presented the proposed 45-day moratorium and discussed a possible extension and subsequent Municipal Code amendments. He stated the proposal would not affect existing approved cannabis businesses or retail cannabis applications. Council Members asked about existing permitted and operating facilities and the number of affirmative votes required for adoption.

A speaker asked for clarification of the number and status of cannabis facilities, including a facility on Gallagher Way. Staff and Council Members discussed the distinction between permitted facilities and businesses currently operating.

Mr. Bassi requested correction of Section 2.C of the draft ordinance to remove the incorrect reference to the Beaumont Municipal Code and the reference to Section 5.35.010. He stated a marked copy had been provided to the Council and requested that any motion include the correction. No additional public comments were received.

MOTION
Mayor Pro Tem Barrington moved and Council Member Royce seconded a motion to adopt Urgency Ordinance No. 1625. The vote was 3-1-1, Council Member Wallace dissenting, and Council Member Flynn absent. The motion failed because four affirmative votes were required.

8.2 Resolution 2026-110 – New IBM Server, CentralSquare Naviline ERP Upgrade, and Citywide Business Process Review and System Re-Implementation
Recommendation: Adopt Resolution 2026-110.

Art Vela, Public Works Director, presented the proposal to replace the unsupported IBM server, migrate the existing system, and conduct a citywide business process review and re-implementation. He explained that the server could no longer support the operating system and software versions required for the current Naviline release. He compared the on-premises and cloud options and stated the cloud option would add approximately $80,000 in annual costs.

Mr. Vela reported a total project cost of $133,361.39, consisting of $55,321.39 for hardware, $8,200 for installation and migration, and $69,840 for the business process review and re-implementation. Funding would come from the Information Systems Services Fund, Fund 703. The hardware installation and software upgrade were anticipated in December, followed by the business process review.

Council Member Miller emphasized the need for staff to be fully trained and for the City to retain employees able to troubleshoot the system. Council Members asked about the sequence of upgrades, department training, and safeguards against repeating prior utility-billing problems. Mr. Vela distinguished the Naviline upgrade from the earlier Milsoft implementation and explained that the review would address inefficient workflows and lost institutional knowledge.

Mr. Vela and Eric Brown, IT Manager, explained that IT would coordinate the hardware, installation, migration, vendor work, and training. Staff discussed phased upgrades, weekend work to limit disruption, testing and backups, departmental training, and use of release notes. Mayor Royce encouraged access to a practice environment or another agency's current system before implementation, and staff agreed to explore those options with the vendor. Ms. Gibbs stated IT had

been moved under the City Manager and that Mr. Brown participated in executive-team meetings. No public comments were received.

MOTION
Mayor Pro Tem Barrington moved and Council Member Wallace seconded a motion to approve Resolution 2026-110, authorizing the new IBM server, required installation services, and citywide Naviline business process review and re-implementation. The motion carried 4-0-1, Council Member Flynn absent.

8.3 Informational Update – Existing Vacant Property Registration and Enforcement Framework under Banning Municipal Code Chapter 8.12 and Ordinance No. 1589
Recommendation: Receive the report, discuss the information presented, and provide direction to staff as deemed appropriate.

Marisol Lopez, Economic Development Manager, and Kristine Gutierrez, Code Enforcement Supervisor, presented the existing vacant-property registration and maintenance requirements. They discussed the $75 annual registration fee, the registration triggers, and the application of Ordinance No. 1589 to residential, commercial, industrial, and mixed-use properties. Staff stated no new tax, fee, ordinance, or enforcement program was proposed for adoption.

Staff reported that enforcement was primarily reactive, a complete registry was not maintained, required six-month inspections were not being completed, and inspections were approximately nine months behind because of workload and staffing. Vacant-property fee collections were not separately tracked. Ms. Gutierrez reported 22 notices in 2024, 33 in 2025, and an updated total of 55 in 2026 and discussed establishing a separate general ledger account to track collections. Ms. Lopez reviewed comparison jurisdictions and the downtown property inventory, including available sale and lease information.

Staff demonstrated the online code-enforcement reporting form and discussed public reporting, field identification of vacant properties, and coordination among code enforcement and Police Department staff. Council Members asked about repeated notices, accumulated citations, liens, properties advertised for sale over extended periods, and the point at which matters were referred for legal action. Staff discussed the $20,000 administrative threshold and the need to balance legal costs against recoverable amounts. The Council suggested considering both accumulated penalties and the length of time a property had remained vacant.

Council Members also asked about residential nuisance conditions, refuse, and animal issues. Staff described the use of code-enforcement and animal-control cases. The Council requested additional enforcement options and improved tracking of vacant-property revenues. Discussion of a possible vacancy tax was deferred in favor of evaluating existing remedies, notices, thresholds, and other enforcement tools.

A speaker suggested requiring owners who lived outside the area to retain a nearby property manager and urged greater accountability for property maintenance and utility payments. Following public comment, the Council supported further work on enforcement options, and staff stated another item would be brought back. No new vacancy tax or ordinance was adopted.

8.4 Professional Services Agreements for On-Call/As-Needed CEQA/NEPA Services
Recommendation: Authorize the City Manager to execute professional services agreements for on-call CEQA/NEPA services with PlaceWorks, Inc.; Albert Webb & Associates; Environmental Planning Development Solutions, Inc.; Kimley-Horn, Inc.; and Michael Baker International, Inc.

Mr. Bassi requested authorization to add five environmental consulting firms to the existing roster. He explained that some firms already on the list were working directly for developers and could not perform the City's independent peer review for the same projects. He described the request-for-

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proposals process and the additional flexibility the expanded roster would provide. Future project-specific agreements would establish the scope and budget, include the City's 15-percent administrative overhead and applicable legal review costs, and be funded by the applicant. No public comments were received.

MOTION
Council Member Wallace moved and Mayor Pro Tem Barrington seconded a motion to authorize the City Manager to execute the five professional services agreements with PlaceWorks, Inc.; Albert Webb & Associates; Environmental Planning Development Solutions, Inc.; Kimley-Horn, Inc.; and Michael Baker International, Inc. The motion carried 4-0-1, with Council Member Flynn absent.

8.5 Resolution 2026-02UA – Professional Services Agreement with Water Resources Economics, LLC for the 2027 Water and Wastewater Rate Study
Recommendation: Adopt Resolution 2026-02UA, approving the agreement in the amount of $108,805.

Mr. Vela presented the proposed rate-study agreement. He explained that the existing five-year rate schedule adopted in 2022 extended through January 1, 2027, and that a new study would evaluate the financial condition and revenue requirements of the water and wastewater utilities, including operations, water purchases, treatment, debt service, and capital improvements. He discussed the competitive selection process and stated the agreement would be funded by the Water and Wastewater Operations Funds, without General Fund support.

Council Members asked whether the study would examine the existing consumption tiers and possible agricultural or large-lot classifications. Mr. Vela discussed the relationship between the tiers and indoor and outdoor water-use objectives, the cost-of-service analysis, and the requirement to develop rates that were equitable and legally defensible without shifting one customer group's costs to others. Staff agreed to examine other communities' approaches. No public comments were received.

MOTION
Council Member Wallace moved and Council Member Miller seconded a motion to adopt Resolution 2026-02UA, approving the $108,805 professional services agreement with Water Resources Economics, LLC. The motion carried 4-0-1, with Council Member Flynn absent.

8.6 Resolution 2026-104 – Contract with Clean Energy for the Compressed Natural Gas Fueling Station Maintenance Program
Recommendation: Approve Resolution 2026-104.

Mr. Vela presented the proposed five-year monitoring and maintenance agreement with Clean Energy Fuels Corporation for the City's CNG fueling station. He reported that the facility was operating and construction was substantially complete. Staff had received one proposal and compared its pricing with similar regional contracts. He described the monthly base and usage charges, annual CPI adjustments capped at five percent, an estimated first-year cost of $146,736, and an estimated five-year value of approximately $978,000. The agreement would be funded through annual RCTC transit grants, with CNG sales and renewable natural gas credits supporting the required local match, and no General Fund contribution.

Council Members asked about the prior gas odor and the emergency-response process. Mr. Vela stated a faulty valve had been replaced and no recent complaints had been received. He described the monitoring and notification system, remaining adjustments to the SCADA alerts, and coordination with the Fire Department to shut down the station when needed. No public comments were received.

MOTION
Council Member Wallace moved and Mayor Pro Tem Barrington seconded a motion to approve Resolution 2026-104, authorizing the CNG fueling station maintenance agreement with Clean Energy. The motion carried 4-0-1, with Council Member Flynn absent.

The Council recessed following Item 8.6 and reconvened to consider Item 8.7.

8.7 Resolution 2026-122 – Adoption of the City of Banning's Social Media Policy for Public Officials
Recommendation: Adopt Resolution 2026-122.

Ms. Norton presented the revised social media policy following the Council's May 12 discussion. She explained the proposed distinction between official and personal accounts, the risks associated with hybrid accounts, and the intent to use official City accounts for one-way public information. She reviewed the state-action test discussed in Lindke v. Freed, restrictions on viewpoint discrimination, and the proposed disabling of public replies on official accounts to the extent supported by each platform.

Ms. Norton discussed the proposed definitions, use of City branding, examples of personal and official content, City Manager oversight, posting of the policy, and consistency with the Council's existing social media and Brown Act guidelines. She stated that the policy would not change the public's ability to attend Council meetings, submit public records requests, or communicate through other established channels.

Mayor Pro Tem Barrington asked how the policy would apply to her separately maintained Council Member page. Mayor Royce discussed platform verification requirements and his use of a page to share City announcements with comments disabled. Ms. Norton explained that use of an official title, City information, or branding could raise questions about whether an account was official or hybrid, and that accounts used for official purposes would be subject to the policy's approval and oversight provisions. No public comments were received.

MOTION
Council Member Miller moved and Council Member Wallace seconded a motion to adopt Resolution 2026-122, approving the City of Banning's Social Media Policy for Public Officials. The motion failed 2-2-1, Mayor Royce and Mayor Pro Tem Barrington dissenting, and Council Member Flynn absent.

Following the vote, Mayor Royce stated he supported having a social media policy but considered the proposal too restrictive. He requested revisions and that the item be brought back.

8.8 Resolution 26-113 – Support for the "Our Neighborhood Voices" Ballot Initiative Regarding Local Zoning and Land Use Authority
Recommendation: Adopt Council Resolution No. 26-113 supporting the "Our Neighborhood Voices" Ballot Initiative.

Ms. Gibbs presented the resolution requested by Mayor Royce. She described the proposed constitutional initiative and the organization's position that local jurisdictions should retain authority over zoning and land use. She stated that, if adopted, the City's resolution would be forwarded to the appropriate parties. Mayor Royce and Council Members discussed concerns about state housing mandates, regional housing allocations, development impacts, and the loss of local decision-making authority.

A speaker urged the Council also to oppose Assembly Bill 2561, referring to the workforce-vacancy hearing under Item 7.1, and criticized the cost of state reporting requirements. No other public comments were received.

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MOTION
Mayor Pro Tem Barrington moved and Council Member Wallace seconded a motion to adopt Resolution 26-113 supporting the "Our Neighborhood Voices" Ballot Initiative. The motion carried 4-0-1, with Council Member Flynn absent.

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: Discuss and provide direction on preparation of an annual rotation for Mayor and Mayor Pro Tem.

Ms. Gibbs presented the item requested by Mayor Pro Tem Barrington and reviewed the existing December appointment process and approaches used by other cities. She asked whether the Council preferred an ordinance or a policy adopted by resolution, whether to retain the three-vote ratification threshold, how to establish the initial rotation, when in December to make the appointments, and whether to implement the change in December 2026.

Mayor Pro Tem Barrington supported a standardized rotation so each member would have an opportunity to serve. Council Members discussed seniority, district-based elections, staggered terms, the placement of newly elected or reelected members, and moving a member to the bottom of the list after serving as Mayor. The Council discussed holding the appointments at the first meeting in December each year. Ms. Gibbs explained that the City's second-Tuesday meeting schedule should allow time for election certification.

Ms. Gibbs and Ms. Norton offered to develop proposed language and a workable rotation for Council review. Following an opportunity for public comment, with no comments received, the Council reached consensus to have staff return with language for the Manual of Procedural Guidelines. No ordinance or final rotation schedule was adopted.

9. REPORTS OF OFFICERS

No additional reports were presented.

10. ITEMS FOR FUTURE AGENDAS

10.1 NEW ITEMS

The Council supported a future discussion of Stagecoach Town USA. Staff also confirmed that a revised social media policy would be returned for consideration. Council Members requested clearer treatment of separately maintained Council Member pages, including the effect of platform verification, use of City contact information, and disclaimers. Ms. Norton stated staff would revisit the language to address the concerns while limiting potential liability. The Council requested that the item be placed earlier on the agenda.

10.2 EXISTING ITEMS

The Council agreed to remove the Sales Tax Agreement Update with Diamond Chevrolet from the existing future-agenda list as completed. Ms. Gibbs stated the Landscape Standards Review was tentatively scheduled for September 8 and that she would meet with Council Member Wallace regarding the item.

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11. ADJOURNMENT

MOTION
Mayor Pro Tem Barrington moved and Council Member Miller seconded a motion to adjourn. The motion carried 4-0-1, Council Member Flynn absent. Mayor Royce adjourned the meeting at 9:30 p.m.

The next regular meeting was scheduled for September 8, 2026.

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/342?view_id=1&redirect=true

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MINUTES

ADJOURNED CITY COUNCIL – SPECIAL MEETING (WORKSHOP)

August 26, 2026

1. CALL TO ORDER – 4:22 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, City Attorney Elizabeth Gibbs, City Manager Art Vela, Public Works Director Ralph Wright, Parks and Recreation Director Vickie Sellers, City Clerk Sandra Calderon, Deputy City Clerk Jennifer Terry, Finance Director

2. WORKSHOP

2.1 Continuation of the Fiscal Year 2026-27 Proposed Operating Budget – Workshop Presentation and Discussion

Recommendation: Receive and file the presentation of the proposed Fiscal Year 2026-27 Operating Budget; review the proposed General Fund, Special Revenue, Enterprise, and Internal Service budgets; provide direction regarding budget priorities, service levels, and requested adjustments; and direct staff to schedule the proposed budget for a public hearing and consideration of adoption at a regularly scheduled City Council meeting in September.

Elizabeth Gibbs, City Manager, recapped the August 18 and August 20 budget workshops and presented proposed revisions to the revenue forecast and departmental organization. She stated the revisions responded to Council and public concerns regarding the proposed elimination of recreation services. She explained that the original proposal had been prepared to meet the Council's direction to present a balanced budget and that Council acceptance of the revised revenue assumptions would be necessary to support the proposed restoration of services. She advised that some documents in the budget binders and online materials had changed and that updated handouts would be provided.

Ms. Gibbs proposed recognizing the remaining Waste Management franchise-fee payment over two fiscal years instead of the three-year period discussed at the prior workshops. The revised allocation would provide approximately $1.742 million in Fiscal Year 2026-27 and $1.742 million in Fiscal Year 2027-28, adding approximately $600,000 to the current proposal. She emphasized that the funds would be exhausted on June 30, 2028, and described the proposal as a transitional budget requiring future revenue solutions.

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Ms. Gibbs also proposed reducing the budgeted cost of fire services by $300,000 based on the ten-year average difference between estimated costs and actual expenditures. She cautioned that the savings were not guaranteed and that the City would need to cover the difference if actual costs reached the full estimate. In response to Council questions, staff reviewed recent expenditure figures, explained that some years had exceeded the estimate, and clarified that the proposed reduction used a blended historical average. Staff also explained that the fire-services agreement reimbursed staffing and related operating costs rather than charging a separate fee for each call.

Ms. Gibbs stated the proposed media position would be retained and placed under Information Technology, with its costs included in the Internal Service Fund calculations.

Council Member Wallace asked about the $3 million Sunset Crossroads advance and whether it could be used to preserve employees and community services. Council Member Flynn asked when the funds could be released. Staff reviewed the development agreement and stated the release was due 60 days after the agreement's effective date. Ms. Gibbs stated any allocation of the funds would require a future Council decision and cautioned that her response did not express a position on the pending referendum.

Ms. Gibbs reviewed the Outdoor Equity Grants Program. She stated the City had received a $655,729 reimbursable grant in October 2022 and began implementation in January 2023. Through December 2025, expenditures totaled approximately $362,873; approximately $94,128 in reimbursement remained outstanding. Approximately $66,000 in additional expenses from January through June 2026 had been incurred, leaving approximately $226,000 available. She explained that the existing award remained available, but the City could not apply for another award under that grant opportunity.

Ms. Gibbs stated eligible program expenditures could be incurred through December 2026, with reimbursement requests and reports due in March. She had asked Ralph Wright, Parks and Recreation Director, to request an extension of the programming period through June 2027. She cautioned that approval was uncertain and might not be received until spring. The grant supported qualifying outdoor trips, community cleanups, tree planting, healthy-living classes, program coordination, transportation, supplies, entry fees, and direct program staffing. It did not fund indoor activities. Staff reported that the program had provided 73 community activity days and 27 trips and served 2,305 people through December 2025. Mr. Wright estimated approximately $93,000 in expenditures for the approved activities through December 2026 and stated an extension would allow additional use of the remaining award.

Ms. Gibbs proposed restoring a Community Services Department combining recreation and public transportation, a structure previously used by the City. The Parks and Recreation Director would be reclassified as Community Services Director, with a portion of the position funded through transit. She explained the connection between Senior Center services and public transportation, including Dial-A-Ride assistance, bus-pass sales, and helping seniors use available transportation services. An office specialist already assisting transit callers would report to the director. The transit manager and operations structure would remain, and a new transit management analyst was proposed to assist with technical reporting, financial work, grants, and operational analysis.

Under the proposed recreation organization, the Senior Center program coordinator would be funded through the General Fund and the recreation program coordinator would be supported by the Outdoor Equity grant. Ms. Gibbs clarified that each program coordinator would be supported by two half-time recreation leaders, for one full-time equivalent under each coordinator. She cautioned that continued funding for the grant-supported coordinator would be needed after the grant expired. The proposal restored six full-time equivalent recreation positions compared with the prior proposal; it did not include aquatics.

Ms. Gibbs reported that a nonprofit organization had expressed interest in operating the day-camp program through a partnership with the City. The concept would allow the organization to use City facilities and assume responsibility for program revenues, expenses, and liability under an agreement. Planning and funding would be required before implementation. In response to Council questions about employees, staff clarified that day-camp staffing was primarily seasonal and that any employment of existing staff by the nonprofit would be subject to the nonprofit's hiring decisions. Staff distinguished the day-camp program from year-round recreation staffing.

In response to questions about additional grants, Ms. Gibbs stated the City could continue seeking grants but cautioned against relying on restricted, temporary grants to operate an entire department. She proposed retaining Fleet under Public Works and stated she would return to the Council with a proposed Fleet Manager position during consideration of the Internal Service Fund budgets. She also emphasized that the proposed service model would require volunteers and stated a volunteer program was being developed.

Council Members asked about the new management analyst position, its duties, and opportunities for existing employees. Ms. Gibbs stated the position could assist with staff reports, spreadsheets, invoices, financial analysis, grants, and the short-range transit plan and would be opened internally. She discussed anticipated growth in transit operations and the expected contribution of CNG station revenues to farebox recovery requirements.

Ms. Gibbs stated the revised revenue assumptions and service proposal would leave approximately $171,000 unallocated. Council Member Wallace asked what would happen to employees whose positions were not included. Ms. Gibbs explained that applicable labor agreements, seniority, qualifications, transfer opportunities, and bumping rights would be considered after budget adoption and that labor negotiations remained necessary. She stated staff would seek to retain employees where possible, while clarifying that not every position was proposed for retention.

Council Member Flynn asked about restoring code enforcement capacity. Staff discussed a Police Department community services officer position that could provide some code enforcement support and clarified that this position also had been proposed for elimination. Ms. Gibbs cautioned that restoring a position with the available balance would rely on one-time funding. As an alternative, she suggested leaving the approximately $171,000 unallocated for unforeseen expenses, noting the City's limited reserves.

The Council also discussed aquatics funding, potential grants, and user fees. Ms. Gibbs estimated annual pool operating costs at approximately $500,000 and explained that operating the water slide required additional lifeguards. Closing the slide was discussed as a potential cost reduction. Council Members suggested reviewing pool fees, including separate resident and nonresident rates. Staff reiterated that the proposed Community Services structure did not restore aquatics funding.

3. PUBLIC COMMENTS – AGENDA ITEMS ONLY

Mayor Royce opened public comment at 5:09 p.m. and invited comments on the current presentation and the prior two budget workshops, with five minutes allotted to each speaker.

Cheryce Cobbs urged the Council to retain youth recreation staff and programs, emphasizing the role of sports, trusted coaches, and community activities in providing children with safe places to learn and belong.

Frank Connolly questioned the effect of accelerating the franchise-fee revenue, the assumptions behind the proposed fire-services reduction, and the allocation of transit funds to staff positions.

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He distinguished day camp from daycare, suggested aquatics might need to close temporarily if funding could not be sustained, and thanked staff for their work.

Shane Sissons, a Beaumont resident and municipal employee, described his experience with budget reductions and employee concessions. He encouraged cooperation, internal employment opportunities, and volunteer participation to preserve services and support the City Manager's efforts.

Lisa urged the Council to retain youth sports and recreation staff, described the positive influence of coaches on children, and asked the City to consider reductions in other departments and limits on raises and promotions.

Estelle Kunter, a former parks and recreation commissioner in another city, opposed eliminating the Senior Center and community recreation services. She described the value of senior activities, youth sports, parks, and community events and encouraged Council Members to seek residents' priorities through meetings and outreach.

A speaker urged greater accountability in City management, meaningful attention to residents' concerns, and a change in the organization's approach to spending. The speaker cautioned that temporary revenues would not resolve the City's long-term financial problems and urged continued community involvement.

Edward Espinosa thanked the Council for its efforts to address the City's finances and improve transparency. He discussed prior financial decisions, the pending Sunset Crossroads referendum, and possible uses of development revenues for fire services and recreation. He urged the City to preserve services for seniors who did not have access to private community facilities.

John Baca, an IBEW representative, discussed ongoing labor negotiations and opposed employee layoffs. He questioned the continued use of contracted services and outside labor counsel while employees faced reductions, distinguished enterprise-funded utility positions from General Fund operations, and discussed electric rates, employee transfer rights, and the workload of code enforcement, multimedia, and police records staff. He stated the union intended to present alternatives to reduce the impact on employees.

Bob Glabich asked whether portions of the Sunset Crossroads funds designated for debt repayment, animal services, and downtown revitalization could be allocated to other priorities. He also asked about the consequences of using part of the $3 million advance for immediate needs or reserves instead of debt repayment.

John, speaking via Zoom, distinguished a budget balanced through temporary revenues from a structurally balanced budget supported by recurring revenues. He urged the Council to address the concerns raised in the grand jury report and requested information about the ownership, location, condition, and ongoing costs of two 2005 fire engines included in the City's fire development impact fee study.

Christina Magana thanked the Council and staff for seeking ways to sustain recreation services. She described the use of charter-school funds for recreation programs and suggested pursuing grants, county and regional partnerships, foundations, tribal organizations, nonprofit organizations, school districts, and private employers. She also discussed grocery-store community contribution programs, shared services, cooperative purchasing, and renegotiation of existing contracts.

Anna Marie Gayanta encouraged cooperation between residents, employees, and the Council and referred to a petition and written ideas submitted to City Hall. Her suggestions included higher nonresident fees; sponsorships and naming rights; a recreation nonprofit; clear identification of program costs and subsidies; shared facilities and joint youth sports; nonprofit operation of

facilities; reductions in overhead; state park grants; review of available park and Community Development Block Grant funds; volunteer contributions; a possible local sales-tax measure; and an evaluation of electric-utility options.

A longtime Banning resident described his involvement in City sports and recreation over many years. He emphasized the Senior Center's importance in providing meals, exercise, activities, and social connections and urged the Council to preserve recreation services.

Marco Santana was called to speak via Zoom but did not provide audible comments before the Council recessed to allow time to address technical difficulties. The Council reconvened at 6:23 p.m. and resumed public comment. No Zoom participants were available when the meeting resumed.

A speaker urged the Council to preserve recreation services for another year by finding reductions elsewhere, consider the future cost of restarting programs, and provide greater transparency regarding litigation expenses and development proposals. She questioned the cost and qualifications for the proposed management analyst position and emphasized the need to rebuild trust between residents and City government.

Ms. Cobbs returned to the podium to ask about school resource officers serving the high school and middle school. Mayor Royce advised that speakers were limited to one opportunity for public comment.

James described the Senior Center's meals, technology assistance, activities, and social support. He expressed concern about the City's lack of reserves, the uncertainty of grants, declining attendance after news of possible closure, and the effect of reducing services for children and older residents.

Mercy Neveretti urged the Council to keep the Senior Center open. She described participants' appreciation for the staff and the Center's role in reducing isolation, encouraging activity, and maintaining friendships.

A speaker urged the Council to consider the effect of service reductions on children, seniors, and working families. She encouraged shared sacrifices, consolidation of duties, and consideration of residents' ideas to sustain community programs.

With no further speakers in the audience or online, Mayor Royce closed public comment at 6:40 p.m.

COUNCIL DISCUSSION AND DIRECTION

In response to questions about the Senior Center staffing proposal, Ralph Wright, Parks and Recreation Director, stated the Center currently had one full-time employee and four recreation leaders. He explained that the proposal would reduce available part-time hours while keeping the Senior Center operational.

Council Members requested an updated report on overdue utility accounts. Ms. Gibbs stated staff would provide the current balance and reiterated that August 31 was the deadline to establish payment plans for back charges. She stated normal delinquency notices, charges, and service shutoffs would resume afterward and encouraged customers to arrange payment plans before the deadline.

Council Member Flynn requested further review of staffing and expenditures in the electric and water operations before reducing community programs. She questioned the extent of the savings proposed for recreation, urged consideration of a resident's written recommendations, and

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supported joint-use arrangements with the school district and nonprofit operation of City facilities. She expressed concern about relying on one-time development funds and the long-term effects of warehouse development.

Mayor Pro Tem Barrington stated the City's financial difficulties had developed over many years and required ongoing changes. She supported the revised proposal to preserve Senior Center and recreation services and asked how youth sports could continue under the proposed staffing structure. She emphasized that the Council needed to plan within available revenues regardless of the outcome of the Sunset Crossroads referendum and expressed confidence that staff and community participation could help sustain services.

Council Member Miller stated the City's recovery would take more than one year and emphasized the importance of retaining the Senior Center, recreation programs, and employees where possible. He explained that assigning eligible personnel costs to other funds could reduce pressure on the General Fund. He requested continued consideration of alternatives and additional information and stated that necessary sacrifices should be shared across departments.

Council Member Wallace opposed closing recreation services and laying off employees. She encouraged training and transfers to other departments, new revenue ideas, and cooperation among residents and the Council to preserve youth and senior programs. She stated the financial recovery would require a sustained community effort.

In response to further questions about utility staffing, Ms. Gibbs explained that the electric, water, and wastewater operations were supported by separate restricted funds and that savings in those funds would not directly address the General Fund deficit. She stated the proposed position control list included a reduction in the electric utility's public benefits analyst position, while water and wastewater staffing remained unchanged. Staff would return for a detailed review of the utility budgets.

The Council discussed retaining the part-time sports coordinator position. Staff estimated the fully loaded annual cost at approximately $27,500. Ms. Gibbs stated the position could be added to the recreation organization, together with the associated projected program revenues, if the Council wished to use part of the approximately $171,000 remaining balance. She cautioned that the available balance was one-time money and that program fees would offset only a limited portion of the cost.

In response to questions about fire equipment, Ms. Gibbs reported that Deputy Chief Pemberton had confirmed that the County owned the fire engine at Station 20. Staff had not yet completed research into the two engines previously owned by the City or their treatment in the development impact fee study and would review the matter further.

Ms. Gibbs reiterated that accelerating use of the Waste Management franchise-fee revenue would exhaust the funds sooner. She also clarified that the attorney representing the City in labor negotiations was a partner of SBEMP, the City's existing law firm, and that she had discussed that point with Mr. Baca.

At Mayor Royce's request, Ms. Gibbs reviewed the City's revenue sources, including property tax, sales and use tax, transient occupancy tax, cannabis taxes, and applicable community facilities district revenues. She explained that sales-tax revenue depended on the type and volume of business conducted, that some fulfillment centers generated substantial sales tax while other warehouses did not, and that only a portion of a homeowner's property-tax bill went to the City. She emphasized the importance of a diverse revenue base and cautioned against relying on a single industry or type of development.

Mayor Royce stated reductions were being considered across City operations and that labor negotiations and further cost reviews were continuing. He emphasized the Council's direction to balance the budget, the need to reassess revenue assumptions annually, and the goal of keeping services operating rather than closing them and incurring the cost of restarting them later. He thanked the public for participating and stated final budget decisions had not yet been made.

Council Member Flynn again requested exploration of school-district and nonprofit partnerships. Ms. Gibbs stated a joint-use agreement already covered school facilities, but she was not aware of an agreement for sports or after-school programs and would discuss those possibilities with the superintendent. She identified the Boys & Girls Club as the organization approached about the day-camp program and stated other nonprofit arrangements, including aquatics, could be explored. She also clarified that the Senior Center meal program was provided through Family Services Association rather than funded directly by the City. She cautioned that new agreements would take time to negotiate.

Mayor Royce supported review of resident and nonresident fees. Ms. Gibbs stated she and the Acting Police Chief were discussing a citizen volunteer patrol program to supplement paid staff and assist with parades, street closures, and community events.

Mayor Royce summarized the proposed direction to accept the revised revenue forecast for preparation of the budget, continue labor negotiations and explore reductions across departments, and look into restoring the part-time sports position. The Council expressed general consensus. Mayor Pro Tem Barrington thanked Ms. Gibbs and staff for developing a proposal to preserve recreation and Senior Center services. No motion adopting the budget was made.

Ms. Gibbs thanked staff for the work on the revised proposal and stated that the City Manager, executive team, and other unrepresented employees also would participate in concessions and reductions. Mayor Royce thanked employees throughout the City for their efforts.

The Council discussed continuing the workshop to review the Special Revenue, Enterprise, and Internal Service Fund budgets, which had not been reached. Ms. Gibbs advised that the complete budget would not be ready for adoption on September 8 and proposed consideration at the September 22 regular meeting. She stated the continuing appropriation resolution remained in effect through September 30. After reviewing availability, the Council selected September 10 at 4:00 p.m. for the continued workshop.

4. ADJOURNMENT

MOTION
Council Member Wallace moved and Council Member Miller seconded a motion to adjourn the workshop to September 10, 2026, at 4:00 p.m. in the Council Chambers. The motion carried unanimously.

Mayor Royce adjourned the meeting at 7:29 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).

DRAFT

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/343?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL – SPECIAL MEETING (CLOSED SESSION)

SEPTEMBER 22, 2026

1. CALL TO ORDER – 3:00 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
OTHERS PRESENT:	Lena Wade, City Attorney Elizabeth Gibbs, City Manager Art Vela, Public Works Director Sandra Calderon, Deputy City Clerk

Council Member Wallace announced that she would recuse herself from the closed session item 3.3 due to having received a campaign contribution from the Morongo Band of Mission Indians.

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

None.

3. CLOSED SESSION

3.1 CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative Elizabeth Gibbs or her designee
Employee Organizations: International Brotherhood of Electrical Workers- General unit. International Brotherhood of Electrical Workers – Utilities. Teamsters. Banning Police Officers Association. Banning police management association. Unrepresented Employees: Non-Management Confidential Employees Group; Management Confidential Employees Group as defined in Council Resolution 2024-137.

3.2 CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION
Pursuant to Government Code Section 54956.9(d)(2) or (3) Cases: One (1)

3.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8.
Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541-240 -009; 541-250 -009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532-130 - 012; 532-130-018; 532-130-011; 532-180- 034.
Agency Negotiator: City Manager Elizabeth Gibbs or her designee.

Negotiating Parties: City of Banning as potential Lessor and Industrial Enterprises, LLC as potential Lessee.
Under Negotiations: Price and Terms of proposed ground lease.

Council Members recessed to Closed Session at 3:02 p.m. to discuss the items listed.

The City Council reconvened in open session at 4:53 p.m., all Council Members present and Flynn absent.

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 4-0-1, Flynn absent.

The meeting adjourned at 3:54 p.m., and the City Council continued with its regular meeting agenda.

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/351?view_id=1&redirect=true

DRAFT

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Fred Lyn, Deputy Director of Electric** **Art Vela, Director of Public Works**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Declaration of Nine (9) Used Electric Distribution Transformers as Surplus Property and Authorization for Disposal Through Public Auction in Accordance with Purchasing Policy B-30.**

STAFF RECOMMENDATION:

It is recommended that the City Council declare nine (9) used electric distribution transformers as surplus, non operational or scrap equipment. Authorize staff to dispose of the surplus items via the City's online auction platform, in accordance with the Purchasing Policy B-30, Section 18-102 as stated:

Section 18-102 Disposal of Surplus City Property

(1) The method used by departments to dispose of Surplus City Property must be approved and coordinated with the City Purchasing Officer. Internal reuse of Surplus City Property by City departments is the preferred method of disposal.

(2) Disposition Methods – Surplus City Property shall be disposed of in one of the following preferred methods:

a. a. Internal transfer to a claiming department;
   b. Sale by City Purchasing Officer;
   c. Documented donation of technology and related equipment with a fair market value less than $5,000 per lot to the Department of Education and non-profit organizations;
   d. Auction (material value);
   e. Recycling; and
   f. Waste.

BACKGROUND:

The Banning Electric Department is requesting authority to sell nine (9) electric distribution transformers through the City's online auction platform. The items are identified as scrap/non-working and are to be auctioned as surplus. These 9 transformers are the equipment the public sees on utility poles and sitting on pads in the Right of Way. They have served residential and commercial uses in the City and have reached their end of life and are no longer operational.

JUSTIFICATION:

Staff evaluated the condition and usability of the transformers and have deemed them used, non-working and scrap. Retaining them provides no operational value; repair or refurbishment is not economically relative to replacement, and the units are obsolete for current system needs. Auctioning the transformers as surplus allows recovery of value and reduces yard/storage congestion. Disposal through competitive public auction complies with the City's Purchasing Policy B-30 by ensuring transparency and best value.

Prior to pickup, the Electric Department will ensure that all oil handling, labeling, and manifests conform to federal/state requirements. Any remaining fluids will be managed per standard utility procedures, and buyers will be advised that items are sold strictly as is, where is, non-operational scrap.

FISCAL IMPACT:

Proceeds from the auction will be deposited into the City's Electric Fund or other appropriate fund based on original asset assignment.

ATTACHMENTS:

1. Request to Sell City Surplus Items - 8 Pole Transformers
2. Request to Sell City Surplus Items - 1 - 3 Phase Pad Mount Transformer

City Surplus Request Form

Department/Division: Electric Department

Requestor's Name and Title: Kris Harper Ext.: 0258

Please fill out all fields below when requesting to properly sell, donate, or dispose of City surplus. If needed, include descriptions on a separate attachment for multiple items.

1. Requested method of disposition: (●) Sale ( ) Donation ( ) Disposing of
2. Is this a group of items? (●) Yes ( ) No
3. Name of item or group of items: Pole Mount Transformers
4. Quantity: 8
5. Description:

   15 KVA Ser#M14f13766 MFG-Prolec
   25 KVA Ser#070809 MFG-T&R Electric
   15 KVA Ser#A23150 MFG-Kuhlman
   50 KVA Ser#3028121F2 MFG-Kuhlman
   15KVA Ser#K510507K72 MFG-General Electric
   10KVA Ser#J168436Y69 MFG-General Electric
   15KVA Ser#048770 MFG-T&R Electric

6. Where item(s) is located (full address): 176 E Lincoln St Banning Ca. 92220
7. Expected reserve price on item(s) (enter starting price if desired): $100.00
8. What condition is the item(s) in?

   ( ) New (●) Used

   ( ) Working (●) Non-working

9. Is shipping this item(s) to the buyer an option?

   ( ) Yes (●) No, pick-up only

10. Desired length of time to leave posting up on auction site (minimum 5 business days):

11. Is this item(s) considered a City Asset? (●) Yes ( ) No

12. Please attach pictures of the surplus item(s) with this request.

Requestor's signature: Kris Harper ***Date:*** 07.06.2026

Department Head's signature: Fred Lyn ***Date:*** _9/15/26_____

Purchasing Manager's Signature: Ellen Clifford ***Date:*** _9/15/2026____

Return this form including item 12 to Barbara Mason at Eclifford@banningca.gov Ext. 3121

(For Purchasing Division Use Only)

Auction ID # (assigned by auction site): _____

Auction Open date Auction Close date Date Paid Date Picked-up


15
936
756


1741
2/3


DV
15
15


40
756


15
3246


25


SOLOMON
205



City Surplus Request Form

Department/Division: Electric Department

Requestor's Name and Title: Kris Harper/Powerline Crew Superintendent Ext.: 0258

Please fill out all fields below when requesting to properly sell, donate, or dispose of City surplus. If needed, include descriptions on a separate attachment for multiple items.

1. Requested method of disposition: (●) Sale ( ) Donation ( ) Disposing of
2. Is this a group of items? (●) Yes ( ) No
3. Name of item or group of items: 3 Phase Pad Mount Transformer
4. Quantity: 1
5. Description:

   150 KVA-4160 GRDY/2400 x 12470 GRDY/7200 208 GRDY/120 Ser#11210 T&R Electric

6. Where item(s) is located (full address): 176 E Lincoln St Banning Ca. 92220
7. Expected reserve price on item(s) (enter starting price if desired): $100.00
8. What condition is the item(s) in?

   ( ) New (●) Used

   ( ) Working (●) Non-working

9. Is shipping this item(s) to the buyer an option?

   ( ) Yes (●) No, pick-up only

10. Desired length of time to leave posting up on auction site (minimum 5 business days):

11. Is this item(s) considered a City Asset? (●) Yes ( ) No

12. Please attach pictures of the surplus item(s) with this request.

Requestor's signature: Kris Harper ***Date:*** 07/08/2026

Department Head's signature: Fred Lyn ***Date:*** 7/8/2026

Purchasing Manager's Signature: Ellen Clifford ***Date:*** 9/15/2026

Return this form including item 12 to Ellen Clifford at Eclifford@banningca.gov Ext. 3121

(For Purchasing Division Use Only)

Auction ID # (assigned by auction site): _____

Auction Open date | Auction Close date | Date Paid | Date Picked-up


DANGER
HIGH VOLTAGE
KEEP OUT


Sunnly Co. Inc
VOLTS
POSITION
65°C

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:	**October 13, 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 List_August 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	25%	Construction project public advertising	Contractor has installed inverts on all concrete box culvert crossings.	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	100%	Project Approved for Funding by the State. Project Awarded.	Notice of Completion to City Council for approval on 10/13	Release Retention	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	92%	Project approved for funding by Caltrans	City review of 90% plans comments sent to TKE	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	12/30/26	$ 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 Review	Approve C&M Agreement. Prepare Bid Documents	12/30/26	$ 230,000
Facility	2021-06	CNG Station	Design-Build	100%	Project is now substantially complete.	Project is now substantially complete. Notice of Completion	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	90%	Installed pump, above-ground piping, pump-to-waste, louvers, doors, CMU block. Completed curb, gutter, asphalt paving, drainage swale, MCC, interior electrical	Finish roofing, switchboard, VFD, and Transfer Switch, Generator	Start-up, O&M manuals, pump efficiency testing, training, Notice of Completion	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	10/31/26	$ 2,684,990
Water		Water and Wastewater Rate Study	Study	5%	Contract award and execution	Data collection and initial review	Comprehensive Financial Model Development, rate design, implenentation, public outreach	4/27/27	$ 108,805
Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvements	Phase 1 (Design)	30%	Received 10% BODR (Basis Of Design Report). Off-ramped Design-Build Contract and advertise an alternative delivery Design-Bid-Build	Advertise RFP for alternative delivery for Design-Bid-Build.	Interviews, City Council Award, Notice to Proceed, Continue 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	98%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Both sites are up and running. Miscellaneous items remain to be resolved	Turn project to City Staff	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%	Scope of work has been amended. Currently completeing updates to plan	Complete plan updates. Execute new line extension agreement with Robertson's ready mix.	Collect deposits from Robertson's Ready Mix and order materials for construction and schedule installation	6/30/27	$ 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. Construction plans estimated to be complete late 2026.	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 accepted.	Await determination on approval of federal grant funding and match funding thru CalOES	Begin pre-construction review with FEMA, CalOES and joint utilities. Procure materials for project when authorization to proceed is given.	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.	4/30/27	$ 275,000

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:	**October 13, 2026**
SUBJECT:	**Authorize the City Manager to sign the Notice of Completion for Project No. 2023-04 "Ramsey Street Pedestrian Safety Improvements at the Intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street" as complete and direct the City Clerk to record the Notice of Completion.**

STAFF RECOMMENDATION:

Authorize execution of the Notice of Completion

BACKGROUND:

Project No. 2023-04 "Ramsey Street Pedestrian Safety Improvements" is a pedestrian safety improvement project at the unsignalized intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street. Based on collision data obtained from the UC Berkeley Transportation Injury Mapping System (TIMS) and existing site conditions, City staff determined that there were pedestrian safety concerns at these intersections. The Project was designed to improve safety by installing Rectangular Rapid Flashing Beacon (RRFB) devices, which enhance pedestrian visibility and driver awareness.

On March 14, 2023, the City Council approved Resolution 2023-46, awarding a Professional Services Agreement for the design of the RRFB project to STC Traffic, Inc. in the amount of $64,780.

On October 14, 2025, the City Council adopted Resolution 2025-141, awarding a Construction Contract to All American Building Services in the amount of $592,850 and approving a 10% contingency for a total budget of "not-to-exceed" $652,135.

Construction of the Project has been completed by All American Building Services in accordance with the approved plans and specifications. The work included the installation of RRFB devices at the four (4) unsignalized intersections, along with all associated signage, striping, and accessibility improvements.

JUSTIFICATION:

The lowest qualified bidder, All American Building Services was awarded the contract, and work was completed on August 12, 2026. Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory, and that the contract had met the required contract obligations.

Staff has conducted a final inspection of the Project and has determined that the work has been completed in a good and workmanlike manner and is acceptable to the City. Staff recommends that the

City Council accept the completed construction and authorize the recordation of the Notice of Completion.

FISCAL IMPACT:

The project was awarded in the amount of $592,850 with a 10% contingency for a total budget of $652,135. The final contract amount was $476,319.10, resulting in savings of $116,530.90.

ATTACHMENTS:

1. NOC Ramsey Ped Crossings.docx
2. Resolution 2023-46.pdf
3. Resolution 2025-141.pdf

Recording Requested by:
Office of the City Clerk
City of Banning
P.O. Box 998
Banning, California 92220

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION

PROJECT NO. 2023-04, "RAMSEY STREET PEDESTRIAN SAFETY IMPROVEMENTS"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this October 13, 2025, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and All American Building Services of Santa Clarita, California, the vendee, entered into an agreement dated November 3, 2025, for Project No. 2023-04, "Ramsey Street Pedestrian Safety Improvements".

The principal items of work include the installation of Rectangular Rapid Flashing Beacon (RRFB) devices at the four (4) unsignalized intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street, along with all associated signage, striping, and accessibility improvements.

That the work of improvement was completed on August 12, 2026, for Project No. 2023-04, "Ramsey Street Pedestrian Safety Improvements".

(1) The Nature of Interest was civil improvements completed on August 12, 2026, for Project No. 2023-04, "Ramsey Street Pedestrian Safety Improvements".

(2) That the City of Banning, a municipal corporation, whose address is Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is completing work of improvement.

(3) That said work of improvement was performed at the intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street in Banning, California 92220.

(4) That the original contractor for said improvement was All American Building Services of Santa Clarita, California, State Contractor's License No. 921499.

(5) That Performance and Payment bonds were required for this project.

(6) The nature of interest is in fee.

Dated: October 13, 2026

CITY OF BANNING
A Municipal Corporation

By _____
Elizabeth Gibbs
City Manager

ATTEST:

_____
Sandra Calderon
Deputy City Clerk

APPROVED AS TO FORM:

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

JURAT

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

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ___day of _____, 2026 by _____, who proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

SANDRA CALDERON, being duly sworn, deposes and says:

That I am the Deputy City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.

Executed on _____, 2026 at Banning, California.

_____
Sandra Calderon
Deputy City Clerk
City of Banning

RESOLUTION 2023-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF RECTANGULAR RAPID FLASHING BEACONS AT THE INTERSECTIONS OF RAMSEY STREET AND 2ND, 6TH, 16TH AND MARTIN STREETS TO STC TRAFFIC, INC. OF CARLSBAD, CA IN THE AMOUNT OF $64,780, ESTABLISHING A TOTAL PROJECT BUDGET OF $71,258, AND REJECTING ALL OTHER PROPOSALS

WHEREAS, City staff determined that there are significant pedestrian safety concerns at the unsignalized intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street; and

WHEREAS, on October 12, 2021, under Resolution 2021-91, the City Council approved Master Agreement 08-5214S21 and a corresponding Program Supplement Agreement No. HSIPL-5214(014); and

WHEREAS, on November 14, 2022, staff released a Request for Proposals (RFP) for the Design of Rectangular Rapid Flashing Beacon at the Intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street to six (6) consultants on the on-call engineering list approved by City Council on July 12, 2022 under Resolution 2022-99; and

WHEREAS, on December 13, 2022, in response to the RFP, five (5) proposals were received ranging in costs from $28,000 to $138,230; 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 recommends the award of a professional services agreement to STC Traffic, Inc. in the amount of $64,780; and

WHEREAS, the lowest proposal was deemed non-responsive by the Engineering Staff because the cost was not adequate to accomplish all the tasks as outlined in the RFP; and

WHEREAS, the scope of work will include the design of Rectangular Rapid Flashing Beacon (RRFB), ADA compliant pedestrian curb ramps, streetlights, signage and pedestrian crosswalk striping at each intersection; and

WHEREAS, the total project budget of $71,258, 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 10 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 between STC Traffic, Inc., and the City of Banning.

SECTION 2. The City Manager or his designee is authorized to execute the Professional Services Agreement with STC Traffic, Inc. and to make necessary budget adjustments, appropriations, transfers, and approving change orders within the approved contingency.

SECTION 3. The City Council rejects all other proposals received on December 13, 2023.

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

PASSED, APPROVED AND ADOPTED this 14th day of March 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-46, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of March 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

RESOLUTION 2025-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR PROJECT NO. 2023-04 RECTANGULAR RAPID FLASHING BEACON (RRFB) AT THE INTERSECTIONS OF RAMSEY STREET AND 2ND STREET, 6TH STREET, 16TH STREET AND MARTIN STREET, TO ALL AMERICAN BUILDING SERVICES IN THE AMOUNT OF $592,850 AND APPROVING A 10% CONTINGENCY FOR A TOTAL BUDGET OF "NOT-TO-EXCEED" $652,135.

WHEREAS, based on collision data obtained from the UC Berkeley Transportation Injury Mapping System (TIMS) and existing site conditions, City staff determined that there are pedestrian safety concerns at unsignalized intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street.; and

WHEREAS, on October 12, 2021, under Resolution 2021-91, the City Council approved Master Agreement 08-5214S21 and a corresponding Program Supplement Agreement No. HSIPL-5214(014) authorizing the City of Banning to start the Preliminary Engineering (PE) phase; and

WHEREAS, on March 14, 2023, the City Council approved Resolution 2023-46 awarding a Professional Services Agreement for the Design of Rectangular Rapid Flashing Beacon (RRFB) at the Intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street to STC Traffic, Inc. in the amount of $64,780; and

WHEREAS, on August 8, 2025, staff released an Invitation for Bids (IFB) for Project No.2023-04 Rectangular Rapid Flashing Beacon (RRFB) at the Intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street Project on the City's public bidding platform; and

WHEREAS, on September 18, 2025, in response to the IFB, three (3) bids were received ranging in costs from $483,386 to $782,620; and

WHEREAS, Demo Leaders Inc., the lowest bidder, was disqualified due to failure to submit the bid bond by the required deadline and inconsistencies in the actual proposed cost; and

WHEREAS, the Project will improve safety of the unsignalized intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street by installing RRFB devices which will enhance pedestrian visibility and driver awareness; and

WHEREAS, staff evaluated the bid proposals based on qualifications, cost, experience with the requested scope of services and response to the request for proposals. As a result, staff recommend the award of a Construction Contract to All American Building Services in the amount of $592,850; and

WHEREAS, the total project budget of $652,135, which includes a 10% contingency, will be funded by Caltrans HSIP, SB1 and Measure A funds. The project costs are eligible and expected to be partially reimbursed by the State of California Department of Transportation Cycle 10 Highway Safety Improvement Program (HSIP); and

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

SECTION 1. The City Council approves the Construction Contract with All American Building Services in the amount of $592,850 and approving a 10% contingency for a total budget of "not-to-exceed" $652,135 for the Rectangular Rapid Flashing Beacon (RRFB) at the Intersections of Ramsey Street and 2nd Street, 6th Street, 16th Street and Martin Street Project

SECTION 2. The City Council authorizes the City Manager, or their 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 Construction Contract with All American Building Services.

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

PASSED, APPROVED AND ADOPTED this 14th day of October 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative
City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-141, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of October 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

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

EXHIBIT A
Construction Contract with All American Building Services

CONTRACT (C01205)

CITY OF BANNING CONTRACT FOR
HSIP RRFB RAMSEY STREET PEDESTRIAN CROSSWALKS & IFB 25-106

THIS CONTRACT ("Contract") is made and entered this _____ ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and All American Building Services, a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 921499; Class A/B. Contractor's DIR registration number is 1000790148.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as HSIP RRFB Ramsey Street Pedestrian Crosswalks ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Five Hundred Ninety-Two Thousand Eight Hundred Fifty Dollars ($592,850.00) in accordance with the prices as submitted in the Bid.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Debarment or Suspension.

Contractor represents and warrants that, as of the Effective Date of this Agreement, Contractor is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Contractor shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Contractor and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Contractor or any subcontractor becomes debarred or suspended during the Term of this Agreement, Contractor shall immediately notify City.

11. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BANNING

City Council Approval: _____

By: _____
City Manager Date

ATTEST:

APPROVED AS TO FORM:

By: _____
Administrative City Clerk Date

By: _____
City Attorney Date

_____
("CONTRACTOR")

By: _____
Name: Date
Title:

Title:

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Brandon Robinson, Electrical Engineering Supervisor**
Art Vela, Director of Public Works

MEETING DATE: **October 13, 2026**

SUBJECT: **Accept Easements from San Jacinto Grid LLC for Electric Utility Purposes on Accessor's Parcel 541-220-024 for the Maintenance of the City-Owned Electric Distribution System**

STAFF RECOMMENDATION:

Accept easements from San Jacinto Grid, LLC for electric utility purposes located at 300 S. Gallaher Way, Accessor's parcel 541-220-024.

BACKGROUND:

The site plan for the San Jacinto Grid, LLC Battery storage project, located at 300 S. Gallaher Way was approved by the City of Banning Planning Commission via Resolution 2021-15 on October 19, 2021. The Banning Electric Utility has constructed electrical improvements within its parcel that were required to serve the new battery storage facility. As part of the Conditions of Approval for the project, the developer or owner is required to provide the City with the necessary easements for the maintenance of the City owned electric distribution system.

The facilities within the proposed easement consist of primary underground electric infrastructure required for utility service.

JUSTIFICATION:

It is necessary to obtain the easement for the City to access and provide maintenance for the City-owned electric distribution equipment which may include utility poles, conduit with conductors, transformers, switchgear, equipment pads, and meters.

FISCAL IMPACT:

There is no fiscal impact associated with the acceptance of the easement.

ATTACHMENTS:

1. Easement_541-220-024
2. Certificate of Acceptance - Easement from San Jacinto Grid, APN 541-220-024

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such easement, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS THEREOF, these presents have executed this instrument this 25th day of August, 2026.

San Jacinto Grid, LLC
Individual/Corporation (Type Name)

Signature

Nick Peri, COO
Name and Title (Type)

See acknowledgements attached to this document.

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

State of Illinois)
County of Cook)

On Aug 25, 2026, before me, Justin Hutchins,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JUSTIN HUTCHINS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
November 29, 2026

Signature _____ (Seal)

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

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

[Public Electric Utility Easement Legal Description]

EXHIBIT "A"

LEGAL DESCRIPTION

APN: 541-220-024

UTILITY EASEMENT

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF LOT OR BLOCK 40, AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, BEING A PORTION OF PARCEL "B" AS SHOWN ON PARCEL MERGER NO. 18-5102, RECORDED FEBRUARY 26, 2019 AS DOCUMENT #2019-0064099, OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID PORTION BEING A STRIP OF LAND 10 FEET IN WIDTH, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "B"

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL B, NORTH 89°42'37" WEST (SOUTH 89°50'12" WEST) 7.95 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°10'44" WEST 85.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 5.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'16" AN ARC DISTANCE OF 7.84 FEET;

THENCE NORTH 90°00'00" WEST 50.73 FEET TO THE **POINT OF TERMINUS**.

CONTAINING 1,453 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, AND COURSES ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA

PREPARED BY ME OR UNDER MY DIRECTION

Scott A. Brotchie

SCOTT A. BROTCHIE, PLS 9107

6/4/2025

DATE

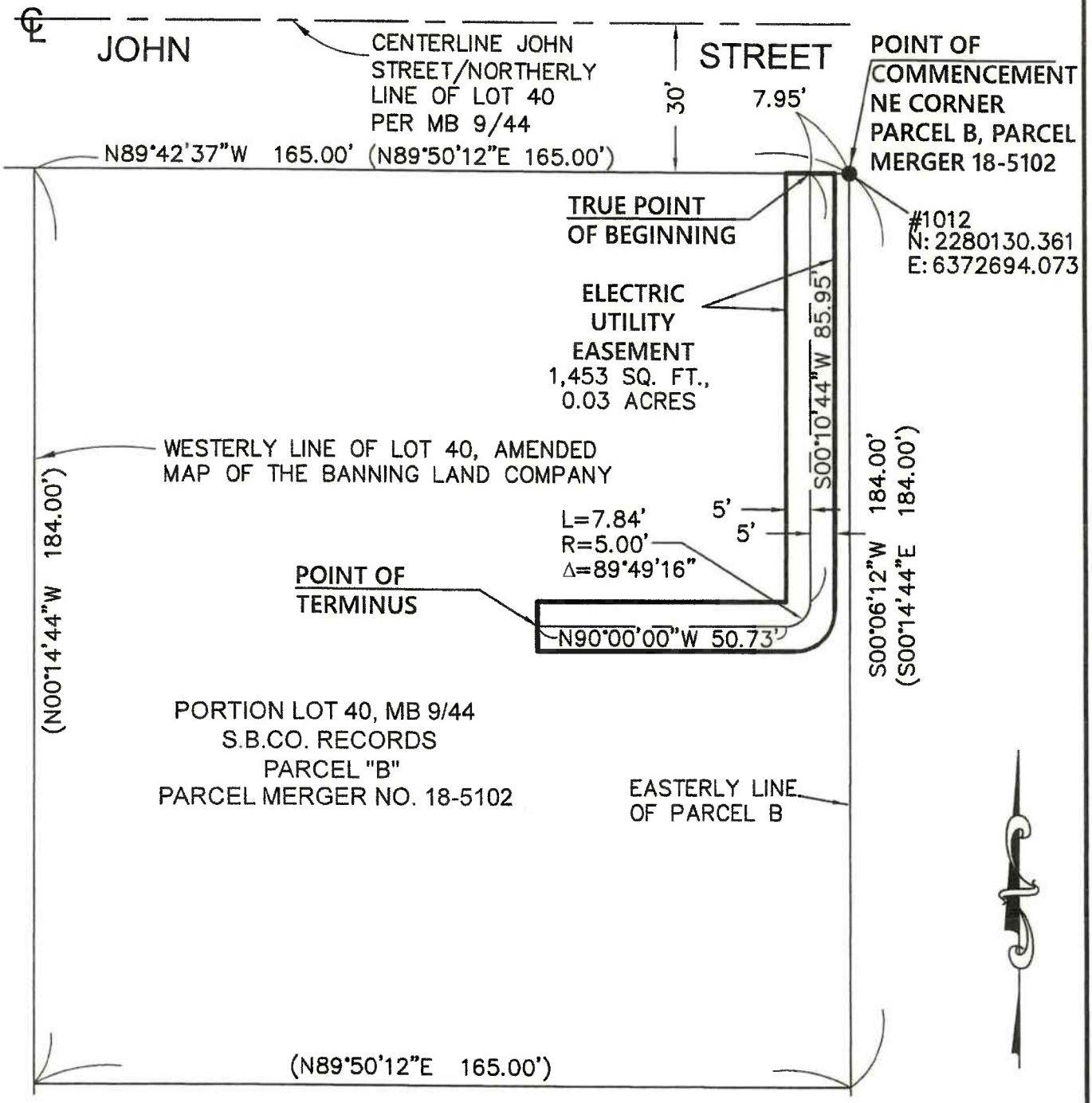
PROFESSIONAL LAND SURVEYOR
SCOTT A. BROTCHIE
SAB
No. 9107
EXP. 9-30-26
STATE OF CALIFORNIA

EXHIBIT B

[Public Electric Easement Boundary Plat Map]

EXHIBIT "B"

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF LOT OR BLOCK 40, AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, BEING A PORTION OF PARCEL "B" AS SHOWN ON PARCEL MERGER NO. 18-5102, RECORDED FEBRUARY 26, 2019 AS DOCUMENT #2019-0064099, OFFICIAL RECORDS OF RIVERSIDE COUNTY



Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

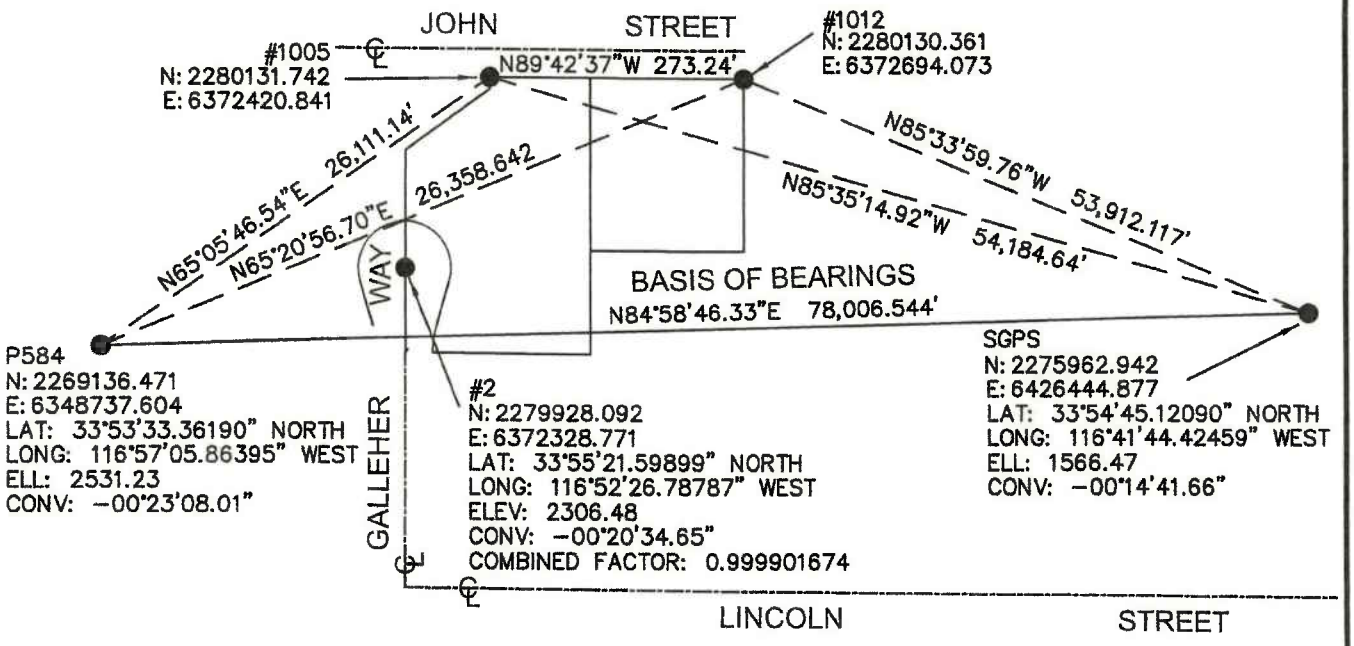
Scott A. Brotchie 6/4/2025

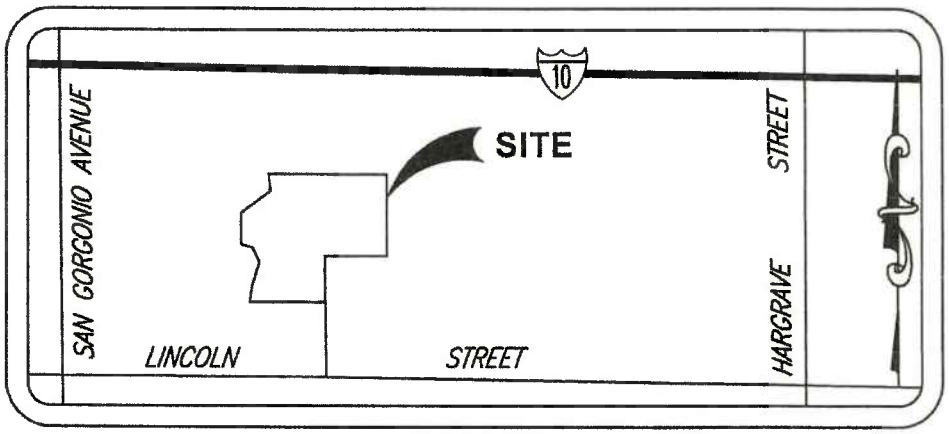
SCOTT A. BROTCHIE, PLS 9107 DATE
LICENSE EXPIRES: 9-30-26

SCALE: 1"=30
FILE NO.: 1096-01A
DATE: JUNE 4, 2025
SHEET 1 OF 3

EXHIBIT "B"

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF LOT OR BLOCK 40, AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, BEING A PORTION OF PARCEL "B" AS SHOWN ON PARCEL MERGER NO. 18-5102, RECORDED FEBRUARY 26, 2019 AS DOCUMENT #2019-0064099, OFFICIAL RECORDS OF RIVERSIDE COUNTY





VICINITY MAP

NOT TO SCALE

Prepared by HILLWIG-GOODROW, INC.: 31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373 Phone: (888)-626-5137 Scott A. Brotchie 6/4/2025 SCOTT A. BROTCHIE, PLS 9107 DATE LICENSE EXPIRES: 9-30-26	SCALE: NOT TO SCALE FILE NO.: 1096-01A DATE: JUNE 4, 2025 SHEET 2 OF 3

EXHIBIT "B"

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF LOT OR BLOCK 40, AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, BEING A PORTION OF PARCEL "B" AS SHOWN ON PARCEL MERGER NO. 18-5102, RECORDED FEBRUARY 26, 2019 AS DOCUMENT #2019-0064099, OFFICIAL RECORDS OF RIVERSIDE COUNTY

BASIS OF BEARINGS & DATUM STATEMENT

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE 6, 2017.50 EPOCH, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND WERE DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) TIES TO TWO CONTINUOUS GLOBAL POSITIONING STATIONS (C.G.P.S.) REFERRED TO AS "P584" AND "SGPS." PUBLISHED HORIZONTAL ACCURACIES ON THESE STATIONS MEET OR EXCEED FEDERAL GEOGRAPHIC DATA COMMITTEE (F.G.D.C.) 5 MILLIMETER ACCURACY CLASSIFICATION PER FGDC-STD-007.2-1998. SAID C.S.R.N. POSITIONS WERE HELD FIXED HORIZONTALLY IN THIS SURVEY. THE BEARING BETWEEN SAID STATIONS BEING NORTH 84°58'46.33" EAST IS BASED ON POSITIONS COMPUTED NOVEMBER 11, 2017 AND PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (C.S.R.C.)
ALL DISTANCES BASED ON THE COORDINATES SHOWN ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINED FACTOR (AT POINT 2) OF 0.999901674.

MONUMENT NOTES:

#1005
FD 1" I.P. W/ PLUG,
RCE 8591, DN 0.70'.
ACCEPTED AS PROPERTY
CORNER PER RS 67/67

#1012
FD 1-1/4" I.P. RCE
862, DN 0.50'.
ACCEPTED AS PROP.
CORNER PER RS 53/50.

#2
FD 1" I.P., OPEN.
ACCEPTED AS CENTER
OF CUL DE SAC PER
PARCEL MAP 17851, PMB
100/39-40

PREPARED UNDER THE SUPERVISION OF:



LEGEND & ABBREVIATIONS:

CONV	CONVERGENCE ANGLE
I.P.	IRON PIPE
LAT	LATITUDE
LONG	LONGITUDE
MB	MAP BOOK
PMB	PARCEL MAP BOOK
RS	RECORD OF SURVEY
( )	RECORD DATA PER PARCEL MERGER NO. 18-5102, RECORDED 2/26/2019 AS DOC. #2019-0064099

Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

Scott A. Brotchie 6/4/2025
SCOTT A. BROTCHIE, PLS 9107 DATE
LICENSE EXPIRES: 9-30-26

SCALE: N.T.S.
FILE NO.: 1096-01A
DATE: JUNE 4, 2025
SHEET 3 OF 3

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **San Jacinto Grid, LLC,** dated 08/25/2026, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 13th day of October 2026, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: October 13, 2026

CITY OF BANNING

_____
Sandra Calderon, Deputy City Clerk

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Shah Nawaz, Deputy Water/Wastewater Director** **Art Vela, Director of Public Works**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution No. 2026-06UA, Approving Amendment No. 1 to Professional Services Agreement No. C01043 with Tetra Tech, Inc. for Supervisory Control and Data Acquisition (SCADA) System Maintenance and Advisory Services to Extend the Agreement through June 30, 2027**

STAFF RECOMMENDATION:

Adopt Resolution 2026-06UA

BACKGROUND:

On June 25, 2024, the City Council adopted Resolution No. 2024-100 approving Professional Services Agreement No. C01043 with Tetra Tech, Inc. for Supervisory Control and Data Acquisition (SCADA) System Maintenance and Advisory Services in an amount not to exceed $205,000. Tetra Tech was selected through the City's competitive Request for Proposals (RFP 23-054) process and received the highest ranking among the three firms that submitted proposals.

The City's SCADA system is an integral component of the operation of the City's water and wastewater systems and is used to monitor and control facilities and equipment, including wells, reservoirs, sewer lift stations, flow rates, pressures, and other critical operational parameters. The original agreement was established to provide the City with qualified technical assistance for SCADA system maintenance, troubleshooting, system enhancements, standards, and cybersecurity-related needs.

The initial term of Agreement C01043 ran through June 30, 2026 and also included three one-year renewal options.

JUSTIFICATION:

The City continues to require qualified technical support for the ongoing maintenance, reliability, troubleshooting, and improvement of its water and wastewater SCADA systems. Tetra Tech has provided these services under the existing agreement and has developed familiarity with the City's SCADA infrastructure, operational needs, and ongoing system improvements.

Staff recommends exercising the first one-year renewal option to maintain continuity of SCADA support and extend Agreement C01043 through June 30, 2027. The scope and not-to-exceed contract amount will remain unchanged; no additional compensation is being requested as part of this amendment.

Section 8.4 of Agreement C01043 requires that amendments or modifications to the agreement be in writing and approved by both Tetra Tech and the City Council. Therefore, Council approval is required to

exercise the renewal option and extend the agreement term.

FISCAL IMPACT:

There is no additional fiscal impact associated with this action. Amendment No. 1 will only extend the term of Agreement C01043 through June 30, 2027 and will not increase the existing not-to-exceed contract amount of $205,000. The original agreement established the $205,000 maximum compensation amount.

ATTACHMENTS:

1. Resolution_2026-06UA.docx
2. Amendment 1 Tetra Tech Inc (C01403).docx
3. Resolution No. 2024-100 (for refrence purposes only).pdf

RESOLUTION 2026-06 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT C01043 WITH TETRA TECH, INC. FOR SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM MAINTENANCE AND ADVISORY SERVICES TO EXTEND THE TERM THROUGH JUNE 30, 2027.

WHEREAS, the City of Banning owns and operates water and wastewater systems that utilize a Supervisory Control and Data Acquisition (SCADA) system to monitor and control facilities and equipment, including wells, reservoirs, sewer lift stations, flow rates, pressures, and other operational parameters; and

WHEREAS, City staff previously identified the need for qualified consulting services to assist with maintaining, troubleshooting, and improving the City's SCADA system; and

WHEREAS, through Request for Proposals No. 23-054, the City solicited and evaluated proposals for SCADA Maintenance and Advisory Services, with Tetra Tech, Inc. receiving the highest-ranked proposal; and

WHEREAS, on June 25, 2024, the City Council adopted Resolution No. 2024-100 approving Professional Services Agreement C01043 with Tetra Tech, Inc. for SCADA Maintenance and Advisory Services in an amount not to exceed $205,000; and

WHEREAS, Agreement C01043 provides for an initial term through June 30, 2026, with three (3) one-year renewal options; and

WHEREAS, the City continues to require qualified SCADA maintenance and advisory services to support the reliable and secure operation of its water and wastewater systems, and staff recommends continuing these services with Tetra Tech, Inc.; and

WHEREAS, the City desires to exercise the first one-year renewal option and approve Amendment No. 1 to Agreement C01043 to extend the term through June 30, 2027, with no increase to the existing not-to-exceed contract amount of $205,000; and

WHEREAS, Section 8.4 of Agreement C01043 requires any amendment or modification of the Agreement to be made in writing and approved by Tetra Tech, Inc. and the City Council.

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

SECTION 1. The Utility Authority hereby approves Amendment No. 1 to Professional Services Agreement C01043 with Tetra Tech, Inc. for Supervisory Control and Data Acquisition System Maintenance and Advisory Services, exercising the first one-year renewal option and extending the term of the Agreement through June 30, 2027, with no increase to the existing not-to-exceed contract amount of $205,000.

SECTION 2. The City Manager, or designee, is authorized to execute Amendment No. 1 to Professional Services Agreement C01043 with Tetra Tech, Inc., together with any non-substantive modifications approved by the City Attorney, and is further authorized to approve and execute the remaining optional one-year renewals provided under Agreement C01043,

provided that such renewals do not increase the existing not-to-exceed contract amount of $205,000 and remain consistent with the terms of the Agreement.

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

PASSED, APPROVED AND ADOPTED this 13th day of October, 2026.

Richard Royce, Mayor
Banning Utility Authority

ATTEST:

Sandra Calderon, Secretary
Banning Utility Authority

APPROVED AS TO FORM:

, Esq.
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderone, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2026-06 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 13th day of October, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Secretary
Banning Utility Authority

EXHIBIT A

Amendment No. 1 to Professional Services Agreement C01043 with Tetra Tech, Inc. for SCADA Maintenance and Advisory Services.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C01043) FOR SCADA MAINTENANCE AND ADVISORY SERVICES BY AND BETWEEN CITY OF BANNING AND TETRA TECH INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **TETRA TECH, INC.,** a Delaware Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated June 25, 2024 for the purpose of providing SCADA Maintenance and Advisory Services ("Agreement") following RFP 23-054 SCADA Maintenance and Advisory Services, as approved by City Council Resolution 2024-100.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2027.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2027, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement the provisions of this Amendment No. 1 shall control.

2.2 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No.

1 does not violate any provision of any other agreement to which said party is bound.

2.3 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.

2.4 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Elizabeth Gibbs, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Sandra Calderon Deputy City Clerk	
APPROVED AS TO FORM: Slovak, Baron, Empey, Murphy & Pinkney LLP	
John O. Pinkney City Attorney	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

RESOLUTION 2024-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM MAINTENANCE AND ADVISORY SERVICES TO TETRA TECH, INC. IN THE AMOUNT OF $205,000

WHEREAS, the City of Banning owns and operates a water system and a sewer collections system which includes twenty-two ground water wells, two booster stations, and twelve reservoirs across five pressure zones and six sewer lift stations; and

WHEREAS, a Supervisory Control and Data Acquisition (SCADA) system is utilized to monitor and control mechanical systems such as, but not limited to, reservoir levels, wells, flowrates and pressures; and

WHEREAS, City staff has identified the need for consulting services to provide assistance in maintaining and improving the SCADA system; and

WHEREAS, through the solicitation of a Request for Proposals, the City received and evaluated three proposals which resulted in Tetra Tech, Inc. submitting the highest ranked proposal; and

WHEREAS, staff has recommended the approval of a Professional Services Agreement with Tetra Tech, Inc. in the amount of $205,000 which will be funded by the Water Fund 660 (75%) and the Wastewater Fund 680 (25%), both which have available funding in Fiscal Year 2023/2024 in Accounts Nos. 660-6300-471.33-11 and 680-8000-454.33-11.

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

SECTION 1. The City Council approves a Professional Services Agreement with Tetra Tech, Inc. for Supervisory Control and Data Acquisition System Maintenance and Advisory Services in the amount of $205,000, authorizes the City Manager to make non-substantive revisions to the agreement and to sign said agreement.

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

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

PASSED, APPROVED AND ADOPTED this 25th day of June 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 2024-100, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of June 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
Agreement for SCADA Services with Tetra Tech, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES (C01043) FOR SCADA MAINTENANCE AND ADVISORY SERVICES BY AND BETWEEN CITY OF BANNING AND TETRA TECH 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 Tetra Tech, Inc., a Delaware 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 Proposals (RFP 23-054) for the performance of the services for SCADA Maintenance and Advisory Services and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Amir Ibrahm	Project Manager

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 Two Hundred Five Thousand Dollars ($205,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the

Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant

be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2026 with three (3) one-year renewal options, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Art Vela Director of Public Works City of Banning 99 East Ramsey Street Banning, California 92220 Email: avela@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: Amir Ibrahim Operating Unit Manager Tetra Tech, Inc. PO Box 911654 Denver, CO 80291-1654 Email: amiribrahim@tetratech.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
ATTEST:		NAME: TITLE:	Date
Caroline Patton Administrative City Clerk	Date	Tax ID No.	
APPROVED AS TO FORM:		Address:	
Serita R. Young, City Attorney	Date		

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 SCADA Maintenance and Advisory Services prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

PROPOSAL

A. STATEMENT OF UNDERSTANDING AND APPROACH

Centrally located between Inland Empire and Coachella Valley, the vibrant City of Banning boasts a storied past entrenched in agricultural heritage and railroad development. Bolstered by abundant water resources and a diverse socioeconomic landscape, the City anticipates burgeoning growth in both commercial ventures and residential expansions. The city's water and wastewater systems stand as testaments to meticulous planning, featuring sophisticated monitoring mechanisms and robust distribution networks engineered to cater to the current populace and future projections alike.

As the City concludes its upgrade to incorporate the technologies of ONSITE, Keywest Radios, and Opto22 PLCs, a strategic partnership is sought to uphold the integrity of the existing infrastructure while facilitating its seamless evolution. Tetra Tech is poised to serve as the steward of the city's SCADA ecosystem, offering comprehensive maintenance solutions and invaluable advisory services to navigate the transition towards open and standardized technologies.

With a commitment to excellence, Tetra Tech pledges to furnish the City of Banning with actionable recommendations, strategic prioritization, and transformative modernization initiatives. Acting as the city's dedicated SCADA advocate and an extension of its staff, we will deliver unparalleled design and review services that fortify operational resilience and elevate cybersecurity standards.

STAFFING EXPERTISE AND EXPERIENCE

Our team's expertise and experience are foundational to our approach. We begin by assembling a dedicated team of seasoned professionals that includes multiple State of California registered engineers, SCADA/Automation, cybersecurity, and operational technology specialists –all with in-depth knowledge of SCADA systems. Our team has over 170 years collectively working on water/wastewater projects. As part of our team, we have included **SOFFA Electric** who has been in business in Southern California for since 1972. Tetra Tech has worked with SOFFA on SCADA projects for over 6 years and they will be responsible for providing control panel fabrication and instrumentation support.



Our team's comprehensive understanding of SCADA systems encompasses a wide range of industries, ensuring we can adapt our approach to meet the specific requirements of the City of Banning.

To kick-start the engagement, we will conduct an initial consultation and assessment phase. During this phase, **Mr. Amir Ibrahim**, project manager, and the Tetra Tech team of experts will engage with your team to gain an intimate understanding of your existing SCADA infrastructure. We will review schematics, programming, SCADA graphics, documentation, and interview key personnel to assess the systems' current state and identify areas that require support or improvement. This phase is critical for establishing baseline services and allows us to develop a comprehensive support strategy tailored to your unique infrastructure.

Expectations / Deliverables:

- A dedicated team of experts with a combined 170 years of experience
- An assessment report outlining the current state of your SCADA infrastructure
- In-depth discussions and knowledge sharing with your personnel to understand your operational context

IMPLEMENTATION PLAN & PROJECT MANAGEMENT

We understand that proper project management is the primary driver for organizing, deploying, and executing a successful project. Our project management approach is based on defining the upfront requirements for the task and then developing a scope of work based on the requirements. Using the scope of work and provided task order, we will then turnaround a proposal that will include the scope, our project approach, proposed staffing, materials, budgetary estimates, and a timeline for delivery. Within our proposal we will also include what may be needed from the City, assumptions, and risks that are associated with the task. Prior to starting on any task, we will expect a fully executed task authorization. Once the authorization is in place, we will schedule a collaborative kick-off meeting to begin successful execution of the task.

During the execution of the project our team will engage in frequent communication to update management and the assigned team on the status of progress. These updates include identifying any technical issues, resourcing issues, scheduling, and quality issues. This allows for our team to adjust our approach without sacrificing execution or quality.

Our project management philosophy is to act as an extension of your staff with a focus on communication, coordination, administration, and execution.

QUALITY ASSURANCE

Our team understands that a project is only successfully delivered when the product adheres to Tetra Tech's internal quality standards. To ensure quality standards, each task is developed based on Tetra Tech SCADA, electrical, instrumentation and controls, and cybersecurity standards and practices.

Additionally, each project and task are reviewed for quality, functionality, and conformity by the assigned QA/QC engineer, **Mr. Vincent Riviera, PE.** In this role, Mr. Riviera will work closely with the development team to ensure that Tetra Tech's development standards and protocols are being applied and put into practice. Additionally prior to final product delivery to the City, we will hold multiple acceptance testing workshops with the City so all stakeholders are able to quality check the functionality prior to final acceptance and deployment. Considering the QA/QC engineer reports directly to the project manager, management is always informed of quality concerns so that corrective action can be taken immediately. This allows for designs and products to be delivered to the client error free.

Task Order Implementation Process

TASK 1: Task Order Initiation
Receive request from the City; Review available information and discuss with City engineers and operators.

TASK 2: Data Research
Obtain and review documents that are pertinent to the Task Order, such as preliminary investigations, due diligence, and research.

TASK 3: Coordination
Coordinate with stakeholders (City engineers, staff, end-users, third-party); Perform job-walk (if needed).

TASK 4: Draft Proposal
The program manager, task manager, and selected team will prepare a draft proposal for review by internal team and by QA/QC.

TASK 5: Final Proposal & Work Plan
Based on QA/QC and team input on Draft Proposal documents and pricing review, the final proposal will be prepared and submitted to the City.

TASK 6: Task Order Authorization
Upon receiving task authorization from the City, Determine project schedule; Coordinate a project kick-off meeting; Manage staff to begin project execution.

TASK 7: Project Implementation
Prepare plans, reports, estimates, specifications, documentation and other items as required in the SOW.

CUSTOMIZED SOLUTIONS

Customization is the cornerstone of our approach. Following the assessment phase, we will work closely with your team to design tailored solutions that enhance the performance, reliability, and security of your SCADA systems. During this phase, our team will work closely with **Mr. Glen Rozak, PE,** I&C engineer/Engineer of Record, to develop a customized support plan that aligns with your operational objectives and water industry-specific requirements.

The customized support plan will include a detailed roadmap for the implementation of our services. It will outline the specific strategies and methodologies we will employ to address the identified areas of improvement and support.

Moreover, it will provide a timeline for the various phases of our engagement, ensuring a structured and transparent approach to our services.

Our team is committed to flexibility. **We understand that your infrastructure may evolve over time, and our solutions will adapt accordingly.** Regular communication and feedback loops will be established to ensure that our customized support remains aligned with the City's evolving needs.

Expectations / Deliverables:

- Develop customized support plan tailored to your SCADA infrastructure aligning with operational objectives. This could include value-added services described in Section V.D of this proposal.
- Recommend a roadmap outlining strategies, methodologies, budgets, and timelines
- Regular communication and feedback mechanisms to facilitate ongoing alignment

SECURITY AND COMPLIANCE

Security and compliance are paramount in the realm of SCADA. Our commitment to securing your infrastructure starts with a comprehensive security audit. We will implement a robust cybersecurity framework encompassing access controls, data encryption, intrusion detection, and regular security audits to identify vulnerabilities.

Our compliance expertise further provides you with assurance of regulatory adherence, making certain your systems are aligned with industry standards.

Our team of cybersecurity experts, including **David Espy CISSP,** are **well-versed in standards and guidelines from the AWIA, NIST, ISA/IEC 62443, DoD,** and others. They will work diligently to ensure that your infrastructure complies with these requirements. This includes the implementation of necessary policies, documentation, and procedures to maintain a high level of security and compliance.

Expectations / Deliverables:

- Creation and implementation of a robust cybersecurity framework
- Documentation of policies and procedures to maintain compliance with relevant industry standards and regulations
- Regular security reports highlighting vulnerabilities and recommended actions

24/7 SUPPORT AND RESPONSE

Continuous monitoring and rapid incident response are fundamental components of our support services. We will assemble a dedicated team comprised of **Mr. James Pham**, technical manager, **Mr. Barry Kent, EIT**, controls engineer, and **Mr. Joseph Delgadillo**, software engineer, on a rotating basis to provide 24/7 standby support. Your operations personnel will be able to swiftly contact a team member by phone **(within a 30-minute window)** for immediate troubleshooting of an operational issue.

If needed, **we will be on-site within 4 hours to work with your team.** We will also implement monitoring that includes automated alerts, proactive threat analysis, and immediate incident response protocols. Our goal is to minimize downtime, prevent potential breaches, and ensure the continuous operation of your critical water infrastructure.

In the event of an incident or anomaly, our team will be on standby to respond swiftly and efficiently. Our incident response protocol includes a predefined escalation process, communication plan, and mitigation strategies to reduce operational impact. Our aim is to provide you with peace of mind, knowing that your systems are monitored and protected.

Expectations / Deliverables:

- 24/7 maintenance support and response for SCADA systems needs
- Rapid incident response with predefined escalation procedures
- Regular incident reports and post-incident analysis

TRAINING AND KNOWLEDGE TRANSFER

Empowering your team is a core principle of our support services. We believe in equipping your staff with the skills and knowledge required to effectively manage, maintain, and troubleshoot SCADA systems. To achieve this, we will work with your team to identify systems and technologies that the operations and technical staff need additional knowledge transfer and training on. We will then develop and submit an outline that will focus on bridging the knowledge gap. Once the outline is approved, we will develop training material which includes operations and maintenance (O&M) manuals, step-by-step instructions and how-to videos that will be used as a basis for our training sessions.

These hands-on training sessions will be tailored to your team's needs and will include educational resources and documentation. Our goal is to facilitate knowledge transfer, ensuring that your personnel can confidently handle day-to-day operations and respond to common issues.

Expectations / Deliverables:

- Hands-on training sessions and educational resources for staff development
- A knowledge transfer plan outlining ongoing training and support

COST-EFFECTIVE SOLUTIONS

We understand the importance of fiscal responsibility. Our pricing structure is designed to provide transparency, ensuring there are no hidden fees or unexpected costs. We will work with you on developing task orders that include services that are absolutely needed. Additionally, with our comprehensive rate structure and classifications we will identify the appropriate professionals that will address your needs, but that are also cost effective. Our services are customizable, allowing you to choose services that align with your budget while maintaining the highest level of service, quality, and performance.

Mr. Ibrahim and Mr. Pham will work closely with you to optimize costs while maximizing the efficiency of your SCADA investments. This includes regular reviews of your support plan to identify areas where cost savings can be achieved without compromising the quality of service.

Expectations / Deliverables:

- A clear and transparent pricing structure
- A cost-effective support plan that aligns with your budgetary goals
- Customizable services and solutions with options/ alternatives that fit your budget

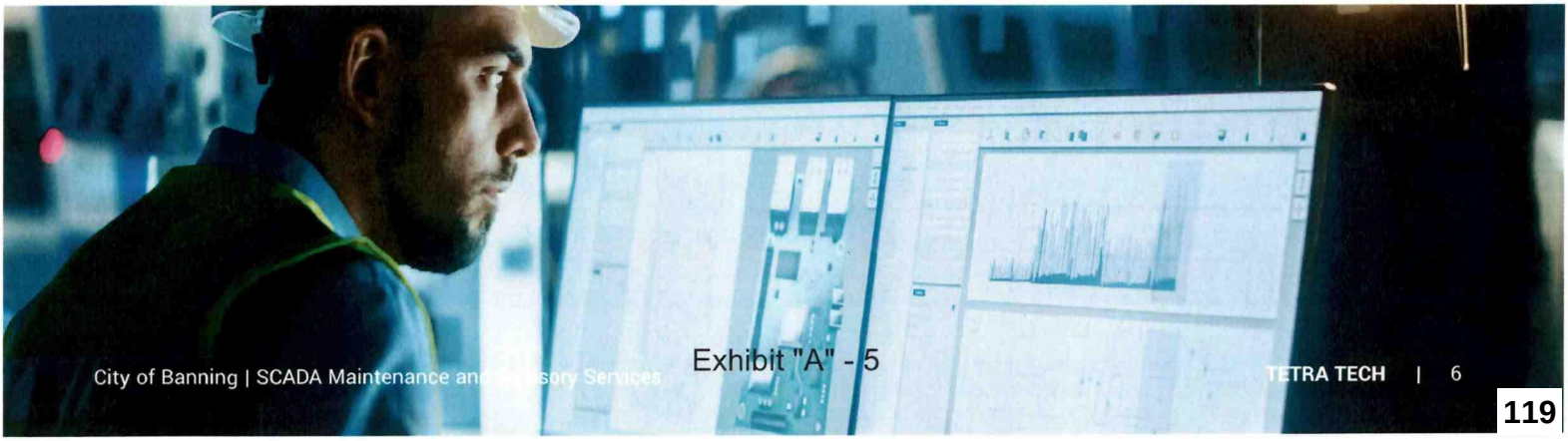
COLLABORATIVE PARTNERSHIP

Our engagement with the City of Banning is viewed as a long-term partnership built on trust, collaboration, and responsiveness. We are dedicated to adapting to your evolving needs, remaining at the forefront of technological advancements, and continuously enhancing our support services to meet the dynamic demands of your critical infrastructure.

To foster collaboration and pivot with any fluctuation in service needs, schedules and transition plans will be developed together once a task is assigned. We will also establish regular communication channels and feedback sessions. These sessions will provide an opportunity for both teams to exchange insights, address concerns, and ensure alignment with the City of Banning's evolving requirements. Additionally, periodic reviews of our services will be conducted to ensure satisfaction and identify areas for improvement.

Expectations / Deliverables:

- Building a lasting and cooperative partnership
- Agile response to changing requirements and challenges
- Regular reviews and feedback sessions to ensure satisfaction and continuous improvement



B. COMPANY INFORMATION

TETRA TECH, INC.

Founded in 1966 in Pasadena, California, Tetra Tech has attracted the best and brightest minds in science and engineering, always focused on delivering innovative solutions to our clients' most complex needs.

Today, Tetra Tech is a leading provider of consulting and engineering services with more than 28,000 associates located in 550 offices worldwide. Our reputation as a leader in the engineering industry, developing effective solutions to constantly changing, complex engineering challenges, is backed by consistent accolades. Tetra Tech has led the industry in electrical and control systems and SCADA designs for more than 35 years. *EC&M* magazine ranks Tetra Tech 4th among the largest electrical and controls engineering groups in North America.

Depth of Resources. Our local team we propose for this work is backed by over 1,300 SCADA professionals, with over 80 of those subject matter experts (SMEs) based locally in California. Additionally, Tetra Tech has more than 275 municipal infrastructure experts located throughout California and a comprehensive library of complete in-house resources that will address any task requested.

Tetra Tech understands the key deliverables for this contract. Our familiarity is key to ensuring the highest uptime and availability of the City of Banning's infrastructure.

Our staff is familiar with the City's SCADA system and has decades of experience designing complex control system for these, and other facilities gives Tetra Tech the breadth and depth of knowledge to evaluate your SCADA systems against best practices, develop effective and robust solutions, and provide the documentation, training, and support necessary to allow your staff to utilize your SCADA system to its fullest capacity.

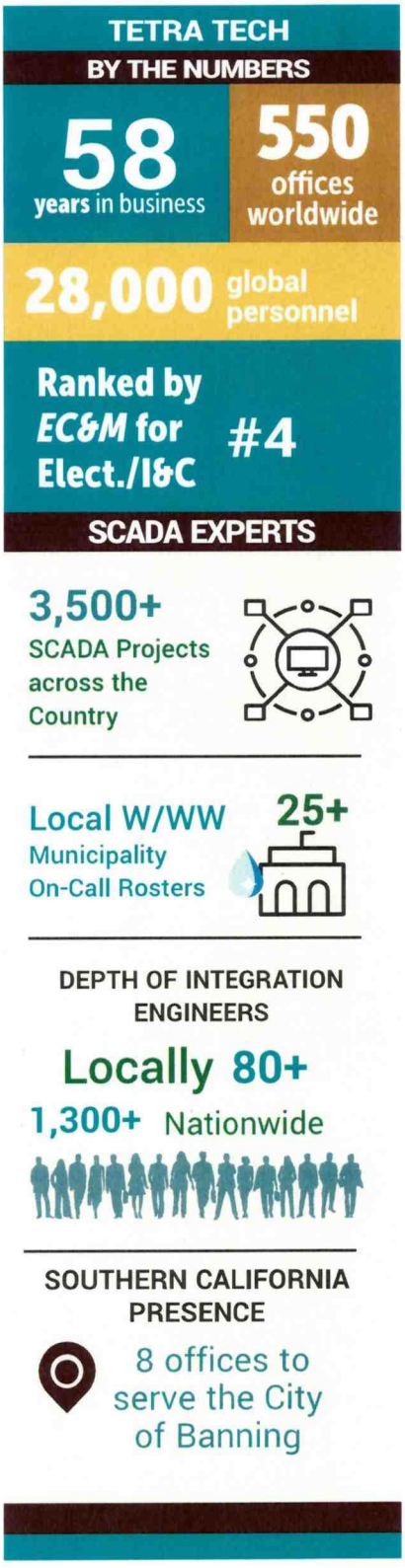
MEETING YOUR GOALS

The Tetra Tech team provides digital water turn-key solutions from planning to O&M. Our capabilities span the total project life-cycle, allowing us to develop and execute long-term strategic solutions to increase operational efficiencies.

BUILDING ON PAST EXPERIENCE

Tetra Tech's technical manager James Pham has over three years of experience working with the City of Banning on the latest rounds of SCADA Upgrades and provided 24/7 On-Call SCADA Support Services through his previous employer. Mr. Pham and his team worked closely with operators and City staff throughout the coordination process of site installation, site acceptance testing, designing HMI graphics, and 24/7 support.

Our team of experts also includes **Greg Conley**, one of the principal software architects of the ONSITE SCADA DCS product. Tetra Tech's proposed team will provide the City a partner who has a zero-learning curve, is well-versed in your SCADA system and design standards, and will deliver the quality integration and support the City expects.



TECHNICAL CAPABILITIES AND SERVICES RELEVANT TO SCOPE OF WORK

Tetra Tech's capability within the water sector is renowned, and that includes SCADA support and maintenance. Our well-rounded, multi-discipline team covers all aspects of the technical skills required for administering, maintaining, and supporting the City of Banning's Water and Wastewater SCADA system. As shown by our experience and team member bios, our expertise covers technical aspects such as SCADA, OT, cybersecurity, communications, and control systems design. Our teams' experiences with peer utilities across Southern California along with in-depth knowledge of industry best practice, vendors and products, cybersecurity guidance, and the regulatory horizon, ensure a well-rounded, non-biased viewpoint to support and provide project planning to modernize the City's SCADA infrastructure.

Tetra Tech is an experienced multi-discipline engineering firm that has decades of experience designing, implementing, and supporting municipal SCADA systems across the globe.

This requires Tetra Tech to be vendor independent and, through this requirement, our staff has become SMEs with every major operational technology software and hardware platform on the market.

Our team's experience, coupled with our understanding of the City of Banning's people, processes, and technologies support the intelligent development of recommendations and an implementation plan that will include a road map to improve processes, optimize operational efficiency, reduce costs, and manage risks.



TETRA TECH BACKGROUND SNAPSHOT

TETRA TECH, INC.

Business Entity Status: C-Corporation

Tetra Tech is independent of the City as defined by the U.S. General Accounting Office's Government Auditing Standards (1994).

CORPORATE HEADQUARTERS
3475 E. Foothill Blvd.
Pasadena, CA 91107
626.351.4664

Primary Point of Contact
Amir Ibrahim
Amir.Ibrahim@tetratech.com
760.216.4122

Delaware Corporation



COMPANY HISTORY

35+ Years Developing SCADA Design, Implementation & Cybersecurity Strategies

170+ Years Combined Team's SCADA Experience

EST 1966

COMPANY STABILITY

Tetra Tech, Inc. is publicly held and traded on the NASDAQ Exchange (symbol: TTEK). Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and global acquisitions. Our revenue for FY2023 was more than $4.5 billion, and we ended 2023 with a strong line of credit to support future growth and expansion.

Tetra Tech has provided a response to the following requests per the Request for Proposal:

Default or Termination On Agreements

Tetra Tech has not defaulted in its performance on an agreement during the past five years which has led the other party to terminate an agreement.

Pending Litigation, Liens or Claims Involving Your Organization

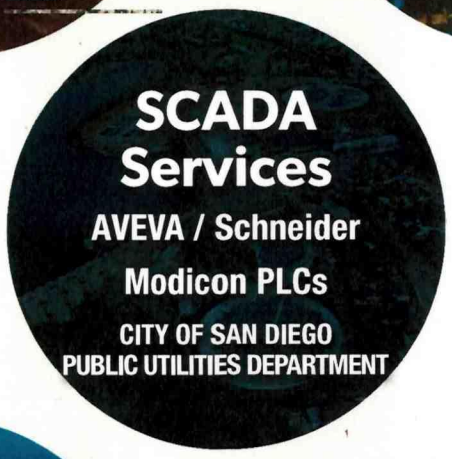
In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including contractual disagreements, workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations.

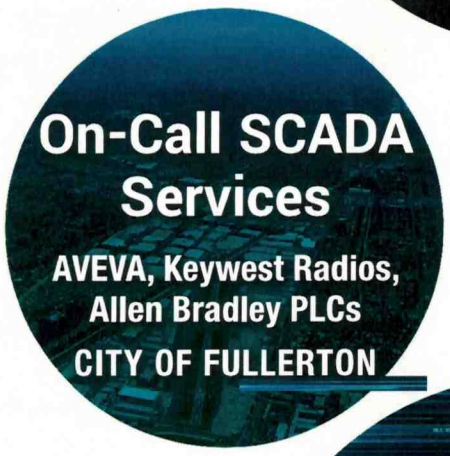
Bankruptcy

Since inception, Tetra Tech, Inc. has never filed for bankruptcy.

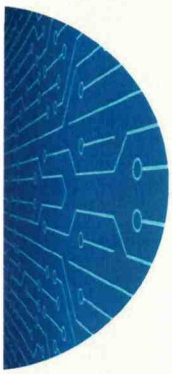














C. COMPANY PERSONNEL

Our project team is led by Tetra Tech and supported by SOFFA Electric for panel fabrication and instrumentation support on an as-needed basis. Proposed key professional staff are properly licensed to practice in California. Biographies of our key and highlighted team members include current position, experience, and applicable professional credentials are provided on the following pages.

COLLABORATIVE AND EXPERIENCED TEAM

The success of this project depends heavily on the skills and experience of the team members and team leadership. Therefore, we have selected a project management team and key technical leaders with extensive experience delivering integrated SCADA system planning and implementation across the US. Our team of national leaders continually push the industry toward new and modern solutions utilizing science and state-of-the-art technologies. Our collaborative team is committed to developing a successful SCADA Implementation Plan and is organized around providing maximum value to the City, providing:

- ☑ **Local and experienced Allen-Bradley, Keywest, Opto22, and ONSITE experts**
- ☑ **A team comprised of cyber and operational technology experts**
- ☑ **A cohesive team that has experience delivering quality projects together**
- ☑ **Innovative professionals who develop cost-effective solutions for our clients**

City of BANNING — Incorporated 1913 — Endless Opportunity

🔑 Denotes Key Personnel

Project Manager
Amir Ibrahim 🔑

Technical Manager
James Pham 🔑

I&C Engineer / EOR
Glen Rozak, PE 🔑

Cybersecurity/OT	Software Engineer	Controls Engineers	ONSITE Specialist	Electrical Systems	Panel Fabrication / Instrumentation
Jonathan VanDerZee, GICSP	Joseph Delgadillo	Daniel Delgadillo, EIT 🔑 Barry Kent, EIT 🔑	Greg Conley 🔑	Craig Barnes, PE	SOFFA A trusted Tetra Tech project partner for over 6 years

24/7 Support Team 🔑

James Pham — Barry Kent, EIT — Joseph Delgadillo

QA/QC

Vincent Rivera, PE 🔑 — David Espy, CISSP

A TEAM YOU CAN TRUST!

The above organizational chart identifies the names and responsibilities of the project staff and depicts our proposed communication/reporting structure.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date**_____ **Signature**_____

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Consultant shall perform the following tasks ("Tasks")** at the following rates as attached as Exhibit C-1:

II. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

III. **City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

PRICE PROPOSAL

BID AMOUNT: $205,000

BREAKDOWN OF HOURS, COSTS AND FEES

The breakdown of hours, costs and fees are an estimate based solely on the scope published in RFP-23-054. The final fee will be submitted to the City of Banning upon formalization of the Scope of Service and Compensation.

Standards Coordination with City Staff and Vendors

Fee: $37,750

The primary objective is to establish a robust framework for effective collaboration between the project team, city staff, and external vendors. This entails the development and adherence to industry standards and best practices in the realm of Operational Technology (OT), Industrial Control Systems (ICS), and Supervisory Control and Data Acquisition (SCADA). The task will delineate the specific standards that will govern the project, encompassing cybersecurity, interoperability, and compliance with relevant regulations. City staff will play a crucial role in this process, contributing their expertise and insights to ensure alignment with municipal goals and requirements.

Staff	Hours
OT Specialist	50
Automation Specialist IV	24
Automation Specialist III	24
Software Specialist III	24
I&C Engineer IV (Engineer of Record)	4
ONSITE Automation Specialist IV	16
I&C Engineer IV	8
Project Manager	2
Total Hours	**152**

Develop and Maintain SCADA/Industrial Controls Standards

Fee: $37,750

The project team will undertake the responsibility of developing a set of robust, industry-specific standards that align with best practices and regulatory requirements. This includes defining protocols, communication standards, cybersecurity measures, and interoperability guidelines tailored to the unique needs of the OT/ICS/SCADA environment. Collaborative efforts with relevant stakeholders, industry experts, and city staff will be emphasized to ensure that the developed standards remain current, effective, and in compliance with the latest advancements and regulatory frameworks.

Staff	Hours
OT Specialist	50
Automation Specialist IV	24
Automation Specialist III	24
Software Specialist III	24
I&C Engineer IV (Engineer of Record)	4
ONSITE Automation Specialist IV	16
I&C Engineer IV	8
Project Manager	2
Total Hours	**152**

SCADA Infrastructure Maintenance

Fee: $10,870

The project team will outline a comprehensive maintenance plan that encompasses routine inspections, software updates, hardware upgrades, and proactive measures to ensure the continuous and reliable operation of the SCADA system within the ICS environment. Specific tasks may include regular system health checks, cybersecurity audits, and performance assessments to identify and address any vulnerabilities or inefficiencies promptly.

Staff	Hours
OT Specialist	42
Project Manager	2
Total Hours	**44**

On-Call SCADA Troubleshooting

Fee: $14,890

The project team will maintain a 24/7 on-call support structure, ensuring rapid response times to mitigate potential disruptions to the SCADA environment.

Staff	Hours
OT Specialist	18
Automation Specialist IV	10
Automation Specialist III	10
Software Specialist III	10
ONSITE Automation Specialist IV	10
Project Manager	2
Total Hours	**60**

Functional SCADA Enhancements

Fee: $38,510

The primary objective is to define the specific capabilities and operational features that the SCADA system must exhibit to meet the needs of the City's ICS environment. Tetra Tech will assist in detailing user interfaces, data visualization tools, and reporting mechanisms to ensure effective management and oversight of critical infrastructure components. The project team aims to align stakeholder expectations, facilitate effective communication, and guide the development of a robust and functional SCADA system tailored to the City's unique needs.

Staff	Hours
OT Specialist	46
Automation Specialist IV	24
Automation Specialist III	24
Software Specialist III	24
I&C Engineer IV (Engineer of Record)	4
ONSITE Automation Specialist IV	16
I&C Engineer IV	8
OT Specialist IV	6
Project Manager	2
Total Hours	**154**

Instrumentation Troubleshooting Support

Fee: $12,080

The project team includes Instrumentation Specialists (subconsultant SOFFA) to provide any field instrumentation support. The fee is estimated at approximately $11,500 for instrumentation support plus two hours of project management time.

Staff	Hours
Instrumentation Specialist	As Needed
Project Manager	2
Total Hours	**2**

Maintain Existing Documentation

Fee: $23,950

The project team will lead or assist in the regular review, revision, and verification of existing documentation, including but not limited to system architecture diagrams, user manuals, configuration files, and standard operating procedures. This task aims to ensure that all documentation remains accurate, up-to-date, and readily accessible, thereby enhancing the system's reliability, facilitating troubleshooting processes, and promoting a comprehensive understanding of the SCADA infrastructure among relevant stakeholders.

Staff	Hours
OT Specialist	26
Automation Specialist IV	16
Automation Specialist III	16
Software Specialist III	16
I&C Engineer IV (Engineer of Record)	4
ONSITE Automation Specialist IV	12
I&C Engineer IV	4
Project Manager	2
Total Hours	**96**

Cybersecurity & Enhancements

Fee: $19,950

The project team will detail specific cybersecurity measures, protocols, and enhancements aimed at safeguarding critical infrastructure against potential threats. This may include the implementation of advanced intrusion detection systems, regular vulnerability assessments, and the enforcement of robust access controls.

Staff	Hours
OT Specialist	46
OT Specialist III	24
OT Specialist IV	6
Project Manager	2
Total Hours	**78**

Travel

Fee: $5,000

Travel cost is estimated with no markups.

STANDARD HOURLY BILLING RATES AND EXPENSE REIMBURSEMENT SCHEDULE
NOTE: Rates are valid from 5/1/2024 through 4/30/2025

CITY OF BANNING SCADA ON-CALL HOURLY RATES	*Standard*	*Overtime*	*Premium*
Automation Specialist IV (includes ONSITE specialist)	$265.00		
Automation Specialist III	$230.00		
Automation Specialist II	$195.00		
Automation Specialist I	$170.00		
Software Engineer IV	$270.00		
Software Engineer III	$230.00		
Software Engineer II	$195.00		
Software Engineer I	$170.00		
I&C Engineer IV (I&C Engineer / Engineer of Record)	$290.00		
I&C Engineer III	$265.00		
I&C Engineer II	$230.00		
I&C Engineer I	$195.00		
Instrumentation Specialist (subconsultant SOFFA)[7]	$185.00	$277.50	$350.00
Electrical Engineer IV	$290.00		
Electrical Engineer III	$265.00		
Electrical Engineer II	$230.00		
Electrical Engineer I	$195.00		
OT Specialist IV	$290.00		
OT Specialist III	$265.00		
OT Specialist (Technical Manager)	$245.00		
QA/QC Engineer	$265.00		
Drafting II	$135.00		
Drafting I	$110.00		
Project Manager	$290.00		

1. *The fee schedule above shall remain fixed for Year 1 (5/1/2024 - 4/30/2025) of the Agreement, unless formally amended by the City. Any adjustments to the fee schedule will be negotiated at the beginning of each Agreement year, subject to a possible maximum increase based on the local consumer price index (CPI) rate. Rate increases will be submitted to the City for written approval prior to going into effect.*
2. *Travel time and cost will be billed to the City. Charges invoiced to the City for travel, lodging and subsistence will be billed at cost and will not exceed the current IRS rates.*
3. *There will be a two-hour minimum charge for emergency calls. Tetra Tech rates for emergency calls and after-hours work will be billed at the standard hourly rate with no markup.*
4. *Onsite work will be charged a minimum of 3 hours.*
5. *Remote work will not have a minimum hour charge.*
6. *All materials purchased that are directly related to the work will be pre-approved by the City and billed at cost plus a 15% markup.*
7. *Instrumentation Specialist rates will be billed to the City as detailed below, plus a 15% markup:*
   - *Standard Rate: Monday - Friday from 7:00 AM to 5:00 PM*
   - *Overtime Rate: Monday - Friday after 5:00 PM, Saturday 7:00 AM to 5:00 PM, or for hours in excess of 8 hours per day*
   - *Premium Rate: Saturdays after 5:00 PM, and any hours worked on Sundays and federal holidays*

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 defined by City.**

II. **The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Shah Nawaz, Deputy Water/Wastewater Director** **Art Vela, Director of Public Works**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution No. 2026-07 UA Approving Amendment No. 4 to the Professional Services Agreement with Hazen and Sawyer for the Well C-8 Project, Extending the Agreement Through December 31, 2026.**

STAFF RECOMMENDATION:

Adopt Resolution 2026-07 UA

BACKGROUND:

In 2018, the City identified the need for a new municipal production well, designated as Well C-8, consistent with the City's Integrated Master Plan. Following a competitive Request for Proposals (RFP 18-012), the City selected Hazen and Sawyer to provide geohydrologic and engineering services for the planning, design, drilling, development, and equipping of Well C-8. The original Professional Services Agreement was approved by the Banning Utility Authority through Resolution No. 2018-13 UA on September 10, 2018 in the amount of $671,296, plus another $25,000 in contingency.

As the project progressed, the agreement was amended to address changes in the well location, project schedule, regulatory requirements, and additional engineering and construction-related services. The history of the agreement and amendments is summarized below:

- Original Agreement: Hazen and Sawyer was retained following RFP 18-012 to provide geohydrologic and engineering design services for Well C-8. The project was initially anticipated to proceed through construction by approximately June 2020.

- Amendment No. 1: Approved through Resolution No. 2019-02 UA, Amendment No. 1 modified the scope of services to evaluate alternative well locations before proceeding with final design. The amendment also extended the agreement and increased the contract amount to $738,383. The additional siting work ultimately became significant because, after completion of the original siting study, the City identified a new well location in 2020, requiring Hazen and Sawyer to confirm the site's viability and prepare a revised well siting study and conceptual layouts.

- Amendment No. 2: Approved through Resolution No. 2022-11 UA, Amendment No. 2 addressed additional project management effort, billing rate increases, new South Coast Air Quality Management District (SCAQMD) air-quality modeling requirements, and additional well-siting work. The amendment extended the agreement through June 30, 2025, and increased the total contract amount to $884,683. During this period, Hazen and Sawyer also completed the project's environmental documentation, including the Initial Study/Mitigated Negative Declaration (MND) process, which took about ten months longer than originally anticipated; the final MND was

submitted in July 2022, and County filing assistance continued through October 2022.

- Amendment No. 3: Following advertisement and award of the well drilling work, construction of the well began in April 2023 and was substantially completed in December 2023. During drilling and development, additional engineering and hydrogeologic support became necessary due to field conditions and contractor-related drilling and testing issues. Accordingly, on March 12, 2024, the Utility Authority approved Amendment No. 3 through Resolution No. 2024-04 UA. The amendment added services for project management, geotechnical investigation, drilling inspection, aquifer-zone testing, chemical and pump development, well testing, and disinfection. Resolution No. 2024-04 UA authorized an additional $30,406.22, established the contract not-to-exceed amount at $915,089.22, and extended the agreement through June 30, 2026.

After completing well drilling and development, the project advanced to the well equipping phase, including mechanical, electrical, controls, site, and related improvements needed to place Well C-8 into municipal water service. The project is currently approximately 80% complete. The primary remaining work includes energizing the electrical service, installing the standby diesel generator, programming and SCADA integration of the variable frequency drive (VFD) and associated controls, and final startup and commissioning of the well.

The current Hazen and Sawyer agreement expired on June 30, 2026; however, construction and commissioning activities remain underway. Proposed Amendment No. 4 does not add scope or compensation. It would extend the agreement through December 31, 2026, allowing Hazen and Sawyer, as the project's Engineer of Record, to continue providing engineering support through the remaining construction, startup, commissioning, and project closeout activities.

JUSTIFICATION:

Although construction is nearing completion, continued engineering support from Hazen and Sawyer is necessary through the remaining construction, startup, commissioning, and project closeout activities.

The current agreement expired on June 30, 2026. Amendment No. 4 will extend the agreement through December 31, 2026, allowing Hazen and Sawyer to continue supporting the City through completion of the Well C-8 Project.

No additional compensation or change in scope is requested as part of Amendment No. 4. The amendment is limited to extending the contract duration, and all other provisions of the agreement remain in effect. Maintaining Hazen and Sawyer through completion will provide continuity of engineering services and allow the City to efficiently address remaining construction, controls integration, startup, commissioning, and closeout activities.

FISCAL IMPACT:

There is no additional fiscal impact associated with Amendment No. 4. The existing contract amount of $915,089.22 remains unchanged, and no additional appropriation is requested as part of this action.

ATTACHMENTS:

1. Resolution_2026-07UA.docx
2. Amendment No. 4 to Design Services 8.3.26.docx
3. UA Resolution No. 2018-13 (for refrence purposes only).pdf
4. UA Resolution No. 2019-02 (for refrence purposes only).pdf
5. UA Resolution No. 2022-11 (for refrence purposes only).pdf
6. UA Resolution No. 2024-04 (for refrence purposes only).pdf

RESOLUTION 2026-07 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO DESIGN SERVICES AGREEMENT C00409 WITH HAZEN AND SAWYER FOR THE WELL C-8 PROJECT TO EXTEND THE TERM THROUGH DECEMBER 31, 2026.

WHEREAS, the need for a new municipal production well, identified as Well C-8, was identified in the City of Banning Integrated Master Plan, and the City subsequently solicited proposals for geohydrologic and engineering design services for the project; and

WHEREAS, on September 10, 2018, following a competitive Request for Proposals (RFP 18-012), the Utility Authority approved Design Services Agreement C00409 with Hazen and Sawyer through Resolution No. 2018-13 UA to provide geohydrologic and engineering services for the planning, design, drilling, development, and equipping of Well C-8, in the amount of $671,296, plus $25,000 in contingency; and

WHEREAS, as the project progressed, the Agreement was amended to address changes in the well location, project schedule, regulatory requirements, and additional engineering and construction-related services; and

WHEREAS, Amendment No. 1 was approved through Resolution No. 2019-02 UA to modify the scope of services to evaluate alternative well locations prior to final design, extend the Agreement, and increase the contract amount to $738,383; and

WHEREAS, Amendment No. 2 was approved through Resolution No. 2022-11 UA to address additional project management, billing rate increases, new South Coast Air Quality Management District (SCAQMD) air-quality modeling requirements, and additional well-siting work, extending the Agreement through June 30, 2025 and increasing the contract amount to $884,683; and

WHEREAS, on March 12, 2024, the Utility Authority approved Amendment No. 3 through Resolution No. 2024-04 UA to provide additional project management, geotechnical investigation, drilling inspection, aquifer-zone testing, chemical and pump development, well testing, and disinfection services required during drilling and development, increasing the contract amount by $30,406.22 to a not-to-exceed amount of $915,089.22 and extending the Agreement through June 30, 2026; and

WHEREAS, following completion of well drilling and development, the project advanced into the well equipping phase and is currently approximately 80 percent complete, with the primary remaining work consisting of energization of the electrical service, installation of the standby diesel generator, programming and SCADA integration of the variable frequency drive (VFD) and associated controls, and final startup and commissioning of the well; and

WHEREAS, the current Agreement expired on June 30, 2026; however, construction and commissioning activities remain underway and continued engineering support from Hazen and Sawyer, as the project's Engineer of Record, is necessary through the remaining construction, startup, commissioning, and project closeout activities; and

WHEREAS, the City desires to approve Amendment No. 4 to Design Services Agreement C00409 to extend the term through December 31, 2026, with no additional compensation or

change in scope, and all other provisions of the Agreement remaining unchanged and in full force and effect.

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

SECTION 1. The Utility Authority hereby approves Amendment No. 4 to Design Services Agreement C00409 with Hazen and Sawyer for the Well C-8 Project, extending the term of the Agreement through December 31, 2026, with no increase to the existing contract amount of $915,089.22.

SECTION 2. The City Manager, or designee, is authorized to execute Amendment No. 4 to the Professional Services Agreement with Hazen and Sawyer, together with any non-substantive modifications approved by the City Attorney, and is further authorized to extend the term of the Agreement beyond December 31, 2026, as may be necessary to complete the Well C-8 Project, provided that any such extension does not increase the existing not-to-exceed contract amount of $915,089.22 or materially modify the scope of services.

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

PASSED, APPROVED AND ADOPTED this 13th day of October, 2026.

Richard Royce, Mayor
Banning Utility Authority

ATTEST:

Sandra Calderon, Secretary
Banning Utility Authority

APPROVED AS TO FORM:

Esq.
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderone, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2026-07 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 13th day of October, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Secretary
Banning Utility Authority

EXHIBIT A

Amendment No. 4 to Design Services Agreement C00409 with Hazen and Sawyer for the Well C-8 Project.

AMENDMENT NO. 4 TO DESIGN SERVICES AGREEMENT (C00409) FOR THE PERFORMANCE OF THE GEOHYDROLOGIC AND ENGINEERING DESIGN SERVICES FOR THE CITY OF BANNING WELL C-8, PROJECT NUMBER 2018-02W BY AND BETWEEN CITY OF BANNING AND HAZEN AND SAWYER

THIS AMENDMENT NO. 4 TO THE DESIGN SERVICES AGREEMENT ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **HAZEN AND SAWYER**, a New York Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Design Services dated September 10, 2018 ("Agreement") following RFP 18-012 for the performance of the Geohydrologic and Engineering Design Services for the Banning Well C-8 as approved by Utility Authority Resolution 2018-03 UA.

B. City and Consultant entered into Amendment No. 1 to the Agreement dated September 5, 2019, to modify the Scope of Services, extend the Term of the Agreement by September 9, 2020, and increase the Contract Sum to $713,383.00, as approved by Utility Authority Resolution 2019-02 UA.

C. City and Consultant entered into Amendment No. 2 to the Agreement dated September 18, 2022, to extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to $859,683.00, as approved by Utility Authority Resolution 2022-11 UA.

D. City and Consultant entered into Amendment No. 3 to the Agreement dated March 12, 2024 to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to $915,089.22, as approved by Utility Authority Resolution 2024-04 UA.

E. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to December 31, 2026.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through December 31, 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. 4, all provisions of the Agreement, as amended by Amendment Nos. 1 and 3, shall

remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 4 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 4.

2.3 Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 4 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Elizabeth Gibbs, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Sandra Calderon Deputy City Clerk	
APPROVED AS TO FORM: Slovak, Baron, Empey, Murphy & Pinkney LLP	
John O. Pinkney City Attorney	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

RESOLUTION 2018-13 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE AWARD OF PROFESSIONAL SERVICES CONTRACT FOR DESIGN SERVICES OF BANNING WELL C-8 TO HAZEN AND SAWYER OF PALM DESERT, CALIFORNIA IN THE AMOUNT OF $671,296.00

WHEREAS, the City of Banning currently owns a 1.34 acre property adjacent to Roosevelt Williams Park, overlying the Cabazon Basin; and

WHEREAS, to supplement existing production facilities, the City wishes to drill and equip an approximately 2,000 gpm municipal well; and

WHEREAS, staff advertised a Request for Qualifications using the PlanetBids system and the Press Enterprise; and

WHEREAS, five proposals were received; and

WHEREAS, Hazen and Sawyer of Palm Desert, California, was the highest-rated firm by an evaluation committee; and

WHEREAS, City staff negotiated a best and final offer of $671,296.00.

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

SECTION 1. That the Contract Agreement for the design and inspection services of Banning Well C-8 is hereby awarded to Hazen and Sawyer of Palm Desert, California, in the amount of $671,296.

SECTION 2. That a contingency in the amount of $25,000 be authorized for this project.

SECTION 3. That the Interim City Manager or her designee is authorized to make all necessary budget adjustments, appropriations and transfers and approval of the use of the contingency.

SECTION 4. That the Interim City Manager is authorized to execute the Contract Agreement award with Hazen Sawyer, of Palm Desert, California.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2018.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2018-13 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 10th day of September, 2018, by the following vote, to wit:

AYES: Board Members Andrade, Franklin, Peterson, Welch, Chairman Moyer

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Secretary
Banning Utility Authority
City of Banning, California

RESOLUTION NO. 2019-02 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE AMENDMENT OF PROFESSIONAL SERVICES CONTRACT FOR DESIGN SERVICES OF BANNING WELL C-8 TO HAZEN AND SAWYER OF PALM DESERT, CALIFORNIA IN THE AMOUNT OF $42,087

WHEREAS, the need for a new municipal production well in the near future was identified in the City of Banning ("City") Integrated Master Plan (identified as Well C-8) and therefore the City advertised a Request for Proposals (RFP) for design and inspection services for construction of new production well and subsequently awarded a contract to the highest-rated firm, Hazen and Sawyer, on September 10, 2018; and

WHEREAS, the Cabazon Storage Unit was determined by Hazen and Sawyer's licensed hydrogeologist to have inadequate water resources to support an additional municipal well in the near future and considered this option as a poor-long term capital investment; and

WHEREAS, to supplement existing production facilities in order to meet future demands, the City wishes to construct an additional municipal well; and

WHEREAS, the City has an existing contract with Hazen and Sawyer; and

WHEREAS, a proposal was submitted by Hazen and Sawyer to perform additional well siting work and upon the evaluation of the scope and price by City staff it was found to be reasonable; and

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

SECTION 1. That the Amendment to the Contract for the design and inspection services of Banning Well C-8 is hereby awarded to Hazen and Sawyer of Palm Desert, California, in the amount of $42,087 for a contract "not-to-exceed" $738,383.

SECTION 2. That the City Manager or his designee is authorized to make all necessary budget adjustments, appropriations and transfers.

SECTION 3. That the City Manager is authorized to execute the Amendment to the Contract with Hazen Sawyer, of Palm Desert, California.

SECTION 4. The Utility Deputy Secretary 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 12th day of February, 2019.

Arthur L. Welch, Chairman
Banning Utility Authority

ATTEST:

Daryl Betancur, Deputy Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Daryl Betancur, Deputy Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2019-02 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 12th day of February, 2019, by the following vote, to wit:

AYES: Happe, Peterson, Wallace, Andrade, & Welch

NOES: None

ABSENT: None

ABSTAIN: None

Daryl Betancur,
Deputy Secretary
Banning Utility Authority
City of Banning, California

RESOLUTION 2022-11 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES CONTRACT FOR DESIGN SERVICES OF BANNING WELL C-8 TO HAZEN AND SAWYER OF PALM DESERT, CALIFORNIA IN THE AMOUNT OF $146,300 AND EXTENDING THE TERM TO JUNE 30, 2025

WHEREAS, the need for a new municipal production well in the near future was identified in the City of Banning ("City") Integrated Master Plan (identified as Well C-8) and therefore the City advertised a Request for Proposals (RFP) for design and inspection services for construction of a new production well and subsequently awarded an agreement to the highest-rated firm, Hazen and Sawyer, on September 10, 2018; and

WHEREAS, on February 12, 2019 City Council approved Resolution 2019-02 UA approving Amendment No. 1 for out of work scope including looking at alternative well location sites in order to ensure the correct site was selected prior to moving forward with final design. Amendment No. 1 increased the agreement by $42,087 for a total amount of $738,383; and

WHEREAS, the original project schedule had an anticipated end date in June of 2020, but after several delays outside of the Hazen and Sawyers control, the schedule has been revised to reflect an end date of July, 2024; and

WHEREAS, the delays in the project have resulted in additional cost not contemplated in the original agreement nor Amendment No. 1. Those costs are associated with additional time for project management, billing rate increases (for work yet to be completed), new South Coast Air Quality Management District (SCAQMD) air quality modeling requirements and additional work needed for the well siting study; and

WHEREAS, an increase of $146,300 is needed to the agreement with Hazen and Sawyer as well as an extension to the term to June 30, 2025; and

WHEREAS, an appropriation from Fund 661 in the amount of $146,300 to Water Capital Facilities Account 661-6300-471.90-78 Planning/Design-Capital is required to fund Amendment No 2.

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

SECTION 1. That Amendment No. 2 to the Professional Services Agreement for the design and inspection services of Banning Well C-8 is hereby approved to Hazen and Sawyer of Palm Desert, California, in the amount of $146,300 for a contract "not-to-exceed" $884,683 and extends the term to June 30, 2025.

SECTION 2. That the City Manager or his designee is authorized to make all necessary budget adjustments, appropriations and transfers.

SECTION 3. That the City Manager is authorized to execute Amendment No. 2 to the Professional Services Agreement with Hazen Sawyer, of Palm Desert, California.

PASSED, APPROVED AND ADOPTED this 23rd day of August 2022.

Colleen Wallace, Acting Chairperson
Banning Utility Authority

ATTEST:

Caroline Patton, Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, Assistant Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2022-11 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 23rd day of August 2022 by the following vote, to wit:

AYES: Hamlin, Sanchez, and Wallace.

NOES:

ABSENT: Happe and Pingree.

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

RESOLUTION 2024-04 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES CONTRACT FOR THE DESIGN OF WELL C-8 WITH HAZEN AND SAWYER OF PALM DESERT, CA IN THE AMOUNT OF $30,406.22 AND EXTENDING THE TERM TO JUNE 30, 2026

WHEREAS, the need for a new municipal production well in the near future was identified in the City of Banning ("City") Integrated Master Plan (identified as Well C-8) and therefore the City advertised a Request for Proposals (RFP) for design and inspection services for construction of a new production well and subsequently awarded an agreement to the highest-rated firm, Hazen and Sawyer, on September 10, 2018; and

WHEREAS, on February 12, 2019 City Council approved Resolution 2019-02 UA approving Amendment No. 1 for out of work scope including looking at alternative well location sites in order to ensure the correct site was selected prior to moving forward with final design. Amendment No. 1 increased the agreement by $42,087 for a total amount of $738,383; and

WHEREAS, on August 23, 2022, City Council approved Resolution 2022-11 UA which included Amendment No. 2 to the agreement with Hazen and Sawyer. Amendment 2, included additional costs related to additional time for project management, billing rate increases, new South Coast Air Quality Management District (SCAQMD) air quality modeling requirements and additional work needed for the well siting study; and

WHEREAS, Amendment No. 3 to the Hazen and Sawyer agreement is required to cover additional costs related to project management, testing and development and to cover increase in costs of geotechnical services as well as to extend the contract term to June 30, 2026.

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

SECTION 1. The Banning Utility Authority approves Amendment No. 3 to the Professional Services Agreement with Hazen and Sawyer of Palm Desert, California, in the amount of $30,406.22 for a contract "not-to-exceed" $915,089.22 and extends the term to June 30, 2026 and authorizes the City Manager to make necessary non-substantive changes to the amendment and to execute said amendment.

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

SECTION 3. The City 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 12th day of March 2024.

Alberto Sanchez, Chairperson
Banning Utility Authority

ATTEST:

Caroline Patton, Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2024-04 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 12th day of March 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

Exhibit A
Amendment No. 3 to the Professional Services Agreement with Hazen and Sawyer

AMENDMENT NO. 3 TO DESIGN SERVICES AGREEMENT (C00409) FOR THE PERFORMANCE OF THE GEOHYDROLOGIC AND ENGINEERING DESIGN SERVICES FOR THE CITY OF BANNING WELL C-8, PROJECT NUMBER 2018-02W BY AND BETWEEN CITY OF BANNING AND HAZEN AND SAWYER

THIS AMENDMENT NO. 3 TO THE DESIGN SERVICES AGREEMENT ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and HAZEN AND SAWYER, a New York Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Design Services dated September 10, 2018 ("Agreement") following RFP 18-012 for the performance of the Geohydrologic and Engineering Design Services for the Banning Well C-8 as approved by Utility Authority Resolution 2018-03 UA.

B. City and Consultant entered into Amendment No. 1 to the Agreement dated September 5, 2019, to modify the Scope of Services, extend the Term of the Agreement by September 9, 2020, and increase the Contract Sum to $713,383.00, as approved by Utility Authority Resolution 2019-02 UA.

C. City and Consultant entered into Amendment No. 2 to the Agreement dated September 18, 2022, to extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to $884,683.00, as approved by Utility Authority Resolution 2022-11 UA.

D. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to $915,089.22.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the additional Services set forth in Attachment No. 1, attached hereto and incorporated herein by this reference.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 3 shall not exceed Fifty-Five Thousand Four Hundred Six Dollars and Twenty-Two Cents ($55,406.22), as set forth in Attachment No. 1, thereby increasing the Contract Sum, as set forth in Section 2.1 and Exhibit C of

the Agreement, to Nine Hundred Fifteen Thousand Eighty-Nine Dollars and Twenty-Two Cents ($915,089.22).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment Nos. 1 and 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 3 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 3.

2.3 Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Amendment No. 3 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:

ATTEST:

_____
Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

_____
Serita R. Young
City Attorney

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

ATTACHMENT NO. 1

Hazen

December 19, 2023

To: Arturo Vela, PE
City of Banning Public Works Director

From: Jerimy Borchardt, PE

Cc: Marc Solomon, PE

Re: Geohydrologic and Engineering Services for Well C-8 Request for Amendment

On behalf of Hazen and Sawyer responsible for assisting the City with the planning, coordination, and preparation of bid documents for the drilling, development, and equipping of Well C-8 thank you for the City's collaborative working relationship. As we recently discussed, there have been few items associated with the Well C-8 project which have impacted the Hazen team; below is a summary.

Background

Our Well C-8 contract was executed in August 2018 with an estimated construction completion in June 2020. The current schedule estimates construction completion in early 2026.

After the original siting study was delivered in early summer 2019, a new well location was identified by the City in the spring of 2020. After coordination efforts to confirm the viability of the new location, the Hazen team prepared a revised well siting study, including conceptual site layouts, for the new location.

Hazen next prepared a draft IS/MND, the final IS/MND, and draft NOI was delivered in December 2021. Overall, the document development and subsequent review period took approximately ten months longer than anticipated at contract execution. Hazen prepared the response and submitted the final MND to the City in July 2022 and assisted the City with County filing through October 2022.

The well drilling bid documents were advertised in November 2022 and bids were opened in January 2023 with the awarded contractor mobilizing to the well site in April 2023. Well construction was recently completed in December 2023, approximately two months later than scheduled (and is part of the need for this request).

The well equipping design is also currently underway and will be completed early summer 2024 with planned bid period in August 2024 and construction complete in winter 2026.

Amendment Summary

The following paragraphs present the basis for Hazen's amendment request. Hazen respectfully requests a total contract amendment of $30,406.22 as outlined by the Tasks below.

Task 01 – Project Management

The amendment request for Project Management is the result of the additional effort required for coordination with Kyle Groundwater and the City regarding the well drilling issues including budget discussions with the City, budget updates and tracking, and preparation of this amendment. The project management effort was 8 additional hours.

We are requesting an additional $2,080 for Task 01 representing the additional project management effort related to the well drilling issues and required coordination.

Task 05 – Plans, Specifications, and Cost Estimate for Drilling

This amendment request is for additional geotechnical services budget because of updated rate schedule for our subcontractor Leighton Consulting, Inc. from the original proposal which assumed the geotechnical investigation would occur in 2019; these services will now be completed in early 2024. Hazen did not request a budget increase with Amendment #2 because we believed we would be able to absorb the fee increase from the original contract; however, at this point we will not be able to absorb both contract increases.

We are requesting $4,991 for Task 05 representing the additional cost for geotechnical investigation services.

Task 08 – Drilling Inspection, Hydrogeological Services, and Water Quality Testing

This amendment request is the result of several well drilling items for a total of $23,335.22:

Aquifer Zone Testing (Subtask 8.16) – during the well drilling and as part of the zone seal verification process, multiple zones exhibited leaks, indicating there was no seal. Specifically for Zone 3, after three failed attempts at an upper seal, the seal was drilled out and reset at a deeper depth. Additionally, the well driller had issues with airlifting and pumping. Both issues required our subcontractor performing drilling inspections, Kyle Groundwater, to return and spend an additional 43.5 hours of inspection time. We are requesting $5,448 for the additional time required for inspection services. These services were required because of issues with the well driller's discharge solids settlement approach which limited the duration of the test to less than required in the specifications.

Chemical Development (Subtask 8.17) – this additional scope item was requested by the City and is a process used to break down the drilling fluid polymer chains using high concentrations of sodium hypochlorite. This process helps to more fully remove the drilling additives and improve long term capacity and efficiency of the well. We are requesting $5,468 which represents 44 hours of Kyle Groundwater's time and expense for development of the process plan and inspection required for mixing, application, neutralization, and wastewater discharge during the process.

Pump Development (Subtask 8.18) – the well driller had multiple issues with their pump during the well development phase (pump not working properly, sounder getting stuck in pump, fixing leaks, bowl

assembly breaking), which after several attempts to resume pumping ultimately resulted in complete shutdown, removal, and repair of the pump. During the multiple pumping attempts, Kyle Groundwater was onsite to observe the final development pumping should it proceed. After the pump was repaired the City, Kyle Groundwater, and Hazen agreed that full time observation of the final development pumping was necessary. All these events resulted in 81.5 hours of additional observation time at a total of $9,541.72.

Mini Constant Rate Test and Spinner Survey (Subtask 8.19) – the well driller was not able to complete a spinner survey at the conclusion of the 24-hour Constant Rate Test (CRT) because of mechanical issues (tape on the bottom of the access tube). Kyle Groundwater had to return the following day and observe a "mini" CRT and Spinner Survey resulting in 17.0 additional hours of labor and a total of $2,048.

Well Disinfection (Subtask 8.20) – the well driller communicated to Kyle Groundwater that disinfection was planned for November 29th; however, when Kyle Groundwater arrived on-site, the well driller wanted to perform other site tasks before the disinfection. Ultimately, the disinfection didn't occur until November 30th requiring Kyle Groundwater to return to the site to observe the disinfection resulting in 6.75 additional hours and totaling $829.50.

Task Summary

Table 1: Amendment Request Summary

	Current Budget	Amendment Amount	Revised Budget
Task 01 – Project Management and Quality Control	$73,581.00	$2,080.00	$75,661.00
Task 05 – Plans, Specifications, and Cost Estimate for Drilling	$42,670.00	$4,991.00	$47,661.00
Task 08 – Drilling Inspection, Hydrogeological Services, and Water Quality Testing	$80,909.50	$23,335.22	$104,244.72
Total		**$30,406.22**	

The Hazen team is deeply vested in this critical project and truly appreciates the working relationship we've developed with the City's team..

Thank you for your consideration of this amendment request. Please contact Jerimy at jborchardt@hazenandsawyer.com / 559-285-7557, or Marc Solomon at msolomon@hazenandsawyer.com / 707-696-9318 if you have any questions or require additional information.

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:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution 2026-133, Approving Program Supplement No. F006 to Master Agreement No. 08-5214F15 with the State of California Department of Transportation for Federal-Aid Funding for the Zero-Emission Transit Vehicle Charging Equipment and Infrastructure Project, and approve the necessary budget appropriations.**

STAFF RECOMMENDATION:

Adopt Resolution 2026-133

BACKGROUND:

The City of Banning is committed to improving its transit infrastructure and reducing emissions. To support these goals, staff has pursued federal funding opportunities to purchase and install charging equipment and infrastructure for zero-emission transit vehicles at the City's Corporate Yard, near the intersection of Lincoln Street and San Gorgonio Avenue.

On December 16, 2016, the City of Banning entered into Master Agreement No. 08-5214F15 (the "Master Agreement") with the State of California, acting by and through its Department of Transportation (Caltrans). This Master Agreement establishes the general terms and conditions under which the City, as the Administering Agency, may receive federal-aid funds for eligible transportation projects. The Master Agreement requires that each specific project be authorized through a project-specific Program Supplement approved by Caltrans and the Federal Highway Administration (FHWA).

JUSTIFICATION:

To receive federal funding for the Zero-Emission Transit Vehicle Charging Equipment and Infrastructure Project (the "Project"), the City must execute Program Supplement No. F006. This Program Supplement adopts and incorporates the terms of the Master Agreement and sets forth the specific funding, scope, and special covenants for the Project.

Staff has reviewed the Program Supplement and finds that it is consistent with the Master Agreement and in the best interest of the City of Banning. Approval of this Program Supplement is a necessary step to obligate the federal funds and proceed with the Project.

FISCAL IMPACT:

Approval of Program Supplement No. F006 will authorize the receipt of $488,666.00 in federal-aid funds for the Project.

The total estimated project cost is $552,000.00, which requires a local match of $63,334.00. An

appropriation of $63,334.00 is needed for the local match in the Transit Capital Expenditures Account No. 610-5800-434.90-56. RCTC will fund the local match on a reimbursement basis. The proposed Capital Improvement Program Budget includes a budget for the grant portion of the Project cost of $488,666.00.

Revenue budgets must be established for grant reimbursements in the Transit Revenue Account Nos. 610-5800-341.31-64 for the Caltrans grant $488,666.00 and 610-5800-341.31-25 for the RCTC grant $63,334.00.

ATTACHMENTS:

1. Resolution_2026-133_EDITED_jt.docx
2. Master Agreement No. 08-5214F15.pdf
3. Supplement Agreement No.F006.pdf

RESOLUTION 2026-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT NO. F006 TO MASTER AGREEMENT NO. 08-5214F15 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID FUNDING FOR THE ZERO-EMISSION TRANSIT VEHICLE CHARGING EQUIPMENT AND INFRASTRUCTURE PROJECT, AND APPROVE THE NECESSARY BUDGET APPROPRIATIONS

WHEREAS, the City of Banning is committed to improving its transit infrastructure and reducing emissions to support the health, safety, and mobility of its residents; and

WHEREAS, on December 16, 2016, the City of Banning entered into Master Agreement No. 08-5214F15 (the "Master Agreement") with the State of California, acting by and through its Department of Transportation (Caltrans), which establishes the terms and conditions under which the City, as the Administering Agency, may receive federal-aid funds for eligible transportation projects; and

WHEREAS, the Master Agreement requires that each specific project be authorized through a project-specific Program Supplement approved by Caltrans and the Federal Highway Administration (FHWA); and

WHEREAS, the City desires to purchase and install zero-emission transit vehicle charging equipment and infrastructure at the City's Corporate Yard, located near the intersection of Lincoln Street and Gorgonio Avenue (the "Project"); and

WHEREAS, Program Supplement No. F006 has been prepared for the Project, which adopts and incorporates the terms of the Master Agreement and sets forth the specific funding, scope, and special covenants for the Project; and

WHEREAS, Program Supplement No. F006 identifies the estimated total project cost as $552,000.00, with federal funds in the amount of $488,666.00 and local matching funds in the amount of $63,334.00; and

WHEREAS, staff has reviewed Program Supplement No. F006 and finds that it is consistent with the Master Agreement and in the best interest of the City of Banning; and

WHEREAS, an expense budget for the local match of $63,334.00 is necessary in Account No. 610-5800-434.90-56; additionally, the proposed Capital Improvement Program Budget includes a budget for the grant portion of the project cost of $488,666.00; and

WHEREAS, revenue budgets must be established for grant reimbursements in the Transit Revenue Account Nos. 610-5800-341.31-64 for the Caltrans grant $488,666.00 and 610-5800-341.31-25 for the RCTC grant $63,334.00.

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

SECTION 1. The City Council approves Program Supplement Agreement No. F006 to the Master Agreement No. 08-5214F15 with the State of California Department of Transportation for

federal-aid funding for the Zero-Emission Transit Vehicle Charging Equipment and Infrastructure Project.

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute Program Supplement No. F006 and any related documents necessary to accept and administer the federal-aid funds for the Project.

SECTION 3. The City Council authorizes the necessary budgets as outlined above.

SECTION 4. The City Council authorizes the City Manager to make necessary non-substantive changes and execute any amendments to Program Supplement No. F006, subject to Caltrans approval, that do not materially alter the scope of the Project or the City's financial obligations.

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 13th day of October 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

,Esq.
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 2026-133, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Program Supplement Agreement No. F006

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

08	City of Banning
District	Administering Agency

Agreement No. 08-5214F15

This AGREEMENT, is entered into effective this 16th day of December, 2016, by and between City of Banning, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

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

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).

2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

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

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

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

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

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

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

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

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

ARTICLE II - RIGHTS OF WAY

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

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

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

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

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

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

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

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

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

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

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

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

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

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

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

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

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

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

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

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

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

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

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contract over $10,000, or other contracts over $25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

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

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

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

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

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

4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.

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

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

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

8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.

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

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

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

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

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

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

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

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

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

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By Patrick Louie

Caltrans HQ Area Engineer

for Chief, Office of Project Implementation
Division of Local Assistance

Date December 16, 2016

City of Banning

By _____

Michael Rock

City Manager

City of Banning
Representative Name & Title
(Authorized Governing Body Representative)

Date 12-6-16

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

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

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

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

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

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

PROGRAM SUPPLEMENT NO. F006
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5214F15

Adv. Project ID 0825000128

Date: August 25, 2026
Location: 08-RIV-0-BAN
Project Number: CRPL-5214(019)
E.A. Number:
Locode: 5214

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 12/16/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: City's Corporate Yard, near Lincoln Street & Gorgonio Ave. Intersection

TYPE OF WORK: Transit Related- Purchase &I nstall zero-emission transit vehicle charging equipment & Infastructure

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y607	$488,666.00	LOCAL		OTHER
$552,000.00			$63,334.00		$0.00

CITY OF BANNING

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

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

Accounting Officer Kam Wong **Date** 8/25/2026 $488,666.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

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

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

SPECIAL COVENANTS OR REMARKS

nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup

SPECIAL COVENANTS OR REMARKS

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

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

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

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

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

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

SPECIAL COVENANTS OR REMARKS

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

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

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

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

SPECIAL COVENANTS OR REMARKS

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution 2026-134, Approving Amendment No. 2 to the Professional Services Agreement with UltraSystems Environmental, Inc. for an Additional Amount of $11,140 for Pre-Construction Environmental Survey Work Related to the Sun Lakes Boulevard Extension Project, and approving the necessary budget appropriations**

STAFF RECOMMENDATION:

Adopt Resolution 2026-134

BACKGROUND:

The Sun Lakes Boulevard Extension is a critical infrastructure project that will construct a new 1-mile roadway segment, providing a vital east-west connection between Highland Home Road and Sunset Avenue. The project is designed to improve traffic circulation, reduce congestion on parallel routes, and support planned community development.

On January 27, 2026, City Council adopted Resolution No. 2026-18, awarding a Professional Services Agreement to UltraSystems Environmental, Inc., for Construction Environmental Monitoring Services for the Sun Lakes Boulevard Extension Project in the amount of $381,900.

On February 24, 2026, City Council approved Amendment No. 1 to the Professional Services Agreement, adding $230,770 for additional permitting and regulatory compliance requirements, bringing the total "Not-to-Exceed" contract value to $612,670.

Since the approval of Amendment No. 1, UltraSystems has identified two additional, nondiscretionary pre-construction survey tasks required pursuant to the Incidental Take Permit (ITP) conditions. These tasks were not included in the original contract or Amendment No. 1 and are necessary to ensure compliance with CDFW (California Department of Fish and Wildlife) requirements prior to ground disturbance.

JUSTIFICATION:

To ensure full regulatory compliance and avoid project delays, staff recommends approving Amendment No. 2 to the Professional Services Agreement with UltraSystems. This amendment will fund additional services related to the following permits, which are outside the current scope of work:

- Task 1 – Burrowing Owl (BUOW) Pre-Construction Survey: UltraSystems will conduct protocol-level pre-construction surveys for Burrowing Owl within the Project Area and a 500-foot buffer zone. Work will include a habitat assessment, focused pedestrian surveys to identify occupied

burrows and sign, mapping of all burrows and suitable habitat, and preparation of a Pre-Construction Survey Report summarizing survey methods, results, and recommended avoidance and minimization measures.

- Task 2 – Crotch's Bumble Bee (CBB) Survey Plan Preparation: UltraSystems will prepare a Crotch's Bumble Bee Pre-Construction Survey Plan (PCSP) in compliance with the requirements of CESA Incidental Take Permit (ITP) No. 2081-2025-079-06. The plan will establish protocol-level survey methods, timing, and effort necessary to determine presence/absence of Bombus crotchii within the Project Area and a 50-foot buffer, and will identify suitable foraging, nesting, and overwintering habitat.

These tasks are highly technical, time-sensitive, and were originally assumed to be covered under the City's general construction management or prime design contracts; however, those existing agreements do not include the specialized regulatory expertise required. UltraSystems, as the City's appointed environmental monitor, is uniquely positioned to perform this work efficiently without requiring a new procurement process, avoiding mobilization delays and ensuring continuity of documentation.

Staff has reviewed the proposed scope and fee of $11,140 and finds it to be fair, reasonable and in the best interest of the City of Banning. This Amendment No. 2 brings the total "Not-to-Exceed" contract value to $623,810.

FISCAL IMPACT:

Staff recommends approving Amendment No. 2 to the Professional Services Agreement with UltraSystems Environmental Inc. for an additional amount of $11,140.

The project costs remain eligible for reimbursement through previously awarded grant funding. As noted in the original Resolution 2026-18, the TUMF and MARA grant agreements total $33,500,000 in eligible reimbursements for design, construction, environmental monitoring, utilities relocation, and environmental permitting. Staff confirms that these additional permit compliance services qualify as eligible environmental permitting costs.

An appropriation from Measure A Fund in the amount of $11,140 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No. 2 to the Professional Services Agreement with UltraSystems Environmental, Inc. for Environmental Monitoring Services for the Sun Lakes Boulevard Extension Project. Amendment No. 2 brings the total "Not-to-Exceed" contract value to $623,810. City staff will submit monthly reimbursement invoices to RCTC and WRCOG.

ATTACHMENTS:

1. Resolution_2026-134_edited_JT.docx
2. Resolution 2026-18.pdf
3. Ultrasystems Amendment #1.pdf
4. UltraSystems Change Order.pdf
5. UltraSystems__Draft_Contract_Amendment__2.docx

RESOLUTION 2026-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ULTRASYSTEMS ENVIRONMENTAL, INC. FOR AN ADDITIONAL AMOUNT OF $11,140 FOR PRE-CONSTRUCTION ENVIRONMENTAL SURVEY WORK RELATED TO THE SUN LAKES BOULEVARD EXTENSION PROJECT AND APPROVING THE NECESSARY BUDGET APPROPRIATIONS.

WHEREAS, the Sun Lakes Boulevard Extension Project is a critical infrastructure project that will construct a new 1-mile roadway segment between Highland Home Road and Sunset Avenue to improve traffic circulation, reduce congestion, and support planned community development; and

WHEREAS, on January 27, 2026, the City Council adopted Resolution No. 2026-18 awarding a Professional Services Agreement to UltraSystems Environmental, Inc. for Construction Environmental Monitoring Services for the Sun Lakes Boulevard Extension Project in the amount of $381,900; and

WHEREAS, On February 24, 2026, City Council approved Amendment No. 1 to the Professional Services Agreement, adding $230,770 for additional permitting and regulatory compliance requirements, bringing the total "Not-to-Exceed" contract value to $612,670; and

WHEREAS, since the approval of Amendment No. 1, UltraSystems has identified two additional, non-discretionary pre-construction survey tasks required pursuant to the Incidental Take Permit (ITP) conditions that were not within the original scope of the environmental monitoring services agreement or Amendment No. 1; and

WHEREAS, the project requires compliance with the California Endangered Species Act (CESA) Incidental Take Permit (ITP) No. 2081-2025-079-06 issued by the California Department of Fish and Wildlife (CDFW), which requires protocol-level pre-construction surveys for Burrowing Owl and the preparation of a Crotch's Bumble Bee Pre-Construction Survey Plan; and

WHEREAS, the ITP carries strict survey and reporting requirements, and failure to comply could result in substantial fines, project shutdowns, or legal liability, and the City is legally bound to fulfill these requirements under the California Environmental Quality Act (CEQA) Mitigation Monitoring and Reporting Program (MMRP) and the terms of the permit itself; and

WHEREAS, these tasks are highly technical, time-sensitive, and were originally assumed to be covered under the City's general construction management or prime design contracts; however, those existing agreements do not include the specialized regulatory expertise required; and

WHEREAS, UltraSystems, as the City's appointed environmental monitor, is uniquely positioned to perform this work efficiently without requiring a new procurement process, avoiding mobilization delays and ensuring continuity of documentation; and

WHEREAS, staff has reviewed the proposed scope of work and fee of $11,140 and finds it to be fair, reasonable, and in the best interest of the City of Banning; and

WHEREAS, the additional services are eligible for reimbursement through the Transportation Uniform Mitigation Fee (TUMF) funds administered by the Western Riverside

Council of Governments (WRCOG) and Measure A Regional Arterial (MARA) funds administered by the Riverside County Transportation Commission (RCTC) in the amount of $33,500,000; and

WHEREAS, an appropriation from Measure A Fund in the amount of $11,140 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No. 2 to the Professional Services Agreement with UltraSystems Environmental, Inc. for Environmental Monitoring Services for the Sun Lakes Boulevard Extension Project, and City staff will submit monthly reimbursement invoices to RCTC and WRCOG.

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 UltraSystems Environmental, Inc. for an additional amount of $11,140 for construction environmental monitoring services related to the construction of the Sun Lakes Boulevard Extension Project. Amendment No. 2 brings the total "Not-to-Exceed" contract value to $623,810.

SECTION 2. The City Council approved the appropriation from the Measure A Fund in the amount of $11,140 to Account No. 101-4900-431.93-16.

SECTION 3. The City Council authorizes the City Manager, or their designee, to execute Amendment No. 2 to the Professional Services Agreement with UltraSystems Environmental, Inc.

SECTION 4. The City Council authorizes the City Manager to make necessary non-substantive changes and execute Amendment No. 2 to the Professional Services Agreement with UltraSystems Environmental, Inc.

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 13th day of October 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

_____

,Esq.
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 2026-134, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Amendment No. 2 Professional Services Agreement with UltraSystems Environmental, Inc.

RESOLUTION 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, 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.

WHEREAS, the Sun Lakes Boulevard Extension is a critical infrastructure project that will construct a new 1-mile roadway segment, providing a vital east-west connection between Highland Home Road and Sunset Avenue. The project is designed to improve traffic circulation, reduce congestion on parallel routes, and support planned community development; and

WHEREAS, on April 14, 2020, City Council approved Resolution No. 2020-48 for Professional Services Agreement with WEBB for the design and environmental impact studies of the Sun Lakes Boulevard Extension Project in the amount of $548,416.05. The Agreement was subsequently amended five (5) times resulting in a total design cost of $1,364,706.66; and

WHEREAS, the construction of this project, while essential, will create environmental impacts that have been carefully analyzed and mitigated through the California Environmental Quality Act (CEQA) process performed by WEBB; and

WHEREAS, the project necessitates the services of a qualified environmental monitoring team to ensure that all work aligns with the mandated Mitigation Monitoring and Reporting Program (MMRP), meets state and federal regulatory standards, and fulfills all obligations for environmentally sensitive resources of this project; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project with subsequent two amendments increasing the grant agreement to a total of $20,000,000; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project; and

WHEREAS, on November 5, 2025, staff released a Request for Proposals (RFP) for Sun Lakes Boulevard Extension Project Construction Environmental Monitoring Services on the City's public bidding platform; and

WHEREAS, on December 15, 2025, in response to the RFP, nine (9) proposals were received ranging in score from 90.33 to 76; and

WHEREAS, the scope of work will include project management, general monitoring program, Crotch's Bumble Bee monitoring, vegetation clearance and pre-construction nesting bird, monitoring and inadvertent discovery and fossil discovery; and

WHEREAS, the retention of a qualified environmental monitoring consultant is a fundamental and non-discretionary component of responsible project delivery for the Sun Lakes Boulevard Extension project and it will ensure that we meet our legal obligations, protect the environment, manage financial and schedule risks, and fulfill the commitments made to our community and regulatory partners during the environmental review process; and

WHEREAS, staff recommends awarding a Professional Services Agreement to UltraSystems Environmental Inc. in the amount of $381,900 and approving a 10% contingency in the amount of $381,900 for a total "not-to-exceed" project budget of $ 420,090; and

WHEREAS, the project costs are eligible and expected to be fully reimbursed through TUMF Funds administered by WRCOG and MARA funds administered by 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 and City staff will submit monthly reimbursement invoices to RCTC and WRCOG.

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 UltraSystems Environmental, Inc. in the amount of $381,900 and approving a 10% contingency for a total budget of "not-to-exceed" $420,090 for the environmental monitoring services during the construction of Sun Lakes Boulevard Extension Project.

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

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and execute the Professional Services Agreement with UltraSystems Environmental, 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 27th day of January 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon

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 2026-18, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of January 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
Professional Services Agreement with UltraSystems Environmental, Inc.

PRICE PROPOSAL FOR THE SUN LAKES BLVD. EXTENSION ENVIRONMENTAL MONITORING SERVICES

PRESENTED TO:

CITY OF BANNING, PUBLIC WORKS DEPARTMENT
99 E. RAMSEY STREET
BANNING, CA 92220

PREPARED BY:

ULTRASYSTEMS ENVIRONMENTAL, INC.
16431 SCIENTIFIC WAY
IRVINE, CA 92618

UEI NO. 251106

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1.0 PRICE PROPOSAL..... 2

1.0 PRICE PROPOSAL

The following table provides a summary of our proposed fees. **Table 1.0-2** includes UltraSystems 2026 Rate Schedule.

Table 1.0-1
PROPOSED FEES

1.0	**Project Management**	
1.1	Kick-off Meeting (One)	$560
1.2	Progress Meetings (10)	$5,670
1.3	Invoicing (Monthly)	$0
	Subtotal	**$6,230**
2.0	**General Monitoring Protocol – see below for Arch and Paelo**	
2.1	Review of applicable biological and cultural resources reports	$1,770
2.2	Monitoring all ground disturbing activities	$0
2.3	Conduct Daily pre-construction meetings	$8,550
2.4	Prepare Daily logs including pictures	$8,690
	Subtotal	**$19,010**
3.0	**Crotch Bumble Bee Monitoring – up to 40 hrs.**	
3.1	Monitor construction activities	$8,090
3.2	Ensure compliance with MMRP	$0
3.3	Verify implementation of buffer zones and seasonal work restrictions	$0
3.4	Halt work if CBB or active nest is observed	$690
	Subtotal	**$8,090**
4.0	**Vegetation Clearance and Pre-Construction Nesting Bird**	
4.1	Monitor vegetation clearing activities	$19,930
4.2	Establish Protective buffer and halt work	$3,910
	Subtotal	**$19,930**
5.0	**Monitoring and Inadvertent Discovery – Arch Monitoring 180 days**	
5.1	Implement and enforce an Inadvertent Discovery Plan	$154,440
5.2	Authority to stop work in the immediate discovery area	$0
5.3	Immediately notify the City, the designate Cultural Resources Lead	$0
5.4	Maintain daily logs and assist in preparing incident reports	$3,800
	Subtotal	**$158,240**
6.0	**Fossil Discovery – Paleo Monitoring – 180 days**	
6.1	Inspection of excavated soil and bedrock	$154,440
6.2	Halt excavation in immediate vicinity to evaluate find	$0
6.3	Responsible for in-field salvage, stabilization and proper curation	$0
6.4	Prepare daily monitoring reports and Final Paleontological Mitigation Report	$15,960
	Subtotal	**$170,400**
	TOTAL COST	**$381,900**

Table 1.0 -2 ULTRASYSTEMS STANDARD RATE SCHEDULE – Yr. 2026

PROFESSIONAL STAFF	Hourly	HOURLY
Principal		$210
Director		$210
Senior Project Manager		$205
Project Manager		$200
Senior Principal Engineer		$200
Senior Scientist/Engineer		$194
Scientist/Engineer		$189
Staff Scientist/Engineer		$184
Senior Planner		$179
Associate Planner		$173
Planner/Environmental Analyst		$168
Senior Biologist II		$179
Senior Biologist I		$173
Staff Biologist II		$168
Staff Biologist I		$163
Associate Biologist		$158
Cultural Specialist		$173
Archaeologist		$168
Cultural Monitor		$137
Senior GIS Analyst		$173
GIS Technician		$168
Word Processor		$137
Intern		$105

FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	$5	$21
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	$15	$63
Garmin GPS (non-Trimble)	$5	$21
iPad Data Tablet	$25	$105
Kestrel Anemometer (or equivalent)	$5	$21
Photoionization detector (PID) or equivalent	$100	$420
Quest SoundPro SP-DL-1–1/3 Sound Level Meter (or equivalent)	$110	$462
RKI GX-2003 Multi-Gas Meter (or equivalent)	$65	$273
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	$120	$588
XRF Analyzer	$95	$399

Note: Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above. Invoices will be submitted monthly for work in progress and at completion of contract obligations and are payable upon receipt.

Table 1.0-3
LABOR COSTS BY TASK

UltraSystems **TASK COST BREAKDOWN • SUN LAKES BOULEVARD EXTENSION - ENVIRONMENTAL MONITORING**

	Labor Categories >>>>	Project Director	Senior Biologist II	Senior Biologist I	Staff Biologist I	Biological Monitor	Archaeologist	Archaeologist & Paleontological Monitors	Senior GIS Analyst	Word Processor	Total		Vehicle Travel		Direct Expense	TOTAL (rounded)
	Hourly Rate By Labor Category >>>>	$210	$179	$173	$163.00	$95	$168	$95	$173	$137	Hours	Cost	Miles	$0.70		
		Hours														
1.0	**Project Management**															
1.1	Kick-off Meeting (One)	1	1	1	0	0	0	0	0	0	3	$502	0	$0	$0	$500
1.2	Progress Meetings (10)	10	10	10	0	0	0	0	0	0	30	$5,020	0	$0	$50	$5,070
1.3	Invoicing (Monthly)	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
	SUBTOTAL	11	11	11	0	0	0	0	0	0	33	$6,182	0	$0	$50	$6,230
2.0	**General Monitoring Protocol**															
2.1	Review applicable biological and cultural resources reports	0	4	0	0	0	4	4	0	0	12	$1,760	0	$0	$0	$1,770
2.2	Monitoring during all ground disturbing activities	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
2.3	Conduct daily pre-construction meetings	0	0	0	0	0	0	90	0	0	90	$8,550	0	$0	$0	$8,550
2.4	Prepare daily logs including pictures	0	0	0	0	0	0	90	0	0	90	$8,550	0	$0	$138	$8,690
	SUBTOTAL	0	4	0	0	0	4	184	0	0	192	$18,860	0	$0	$138	$19,010
3.0	**Crotch Bumble Bee Monitoring**															
3.1	Monitor construction activities	0	0	0	0	40	0	40	0	0	80	$7,600	700	$490	$0	$8,090
3.2	Ensure compliance with MMRP	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
3.3	Verify implementation of buffer zones and seasonal work restrictions	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
3.4	Halt work if CBB active nest is observed	0	0	4	0	0	0	0	0	0	4	$692	0	$0	$0	$690
	SUBTOTAL	0	0	4	0	40	0	40	0	0	84	$7,600	700	$490	$0	$8,090
4.0	**Vegetation Clearance and Pre-Construction Nesting Bird**															
4.1	Monitor vegetation clearing activities	0	24	24	40	0	0	0	6	0	94	$16,606	5600	$3,920	$0	$19,970
4.2	Establish Protective buffer and halt work	0	0	0	24	0	0	0	0	0	24	$3,912	0	$0	$0	$3,930
	SUBTOTAL	0	24	24	64	0	0	0	6	0	118	$16,606	5600	$3,920	$0	$19,930
5.0	**Monitoring and Inadvertent Discovery**															
5.1	Implement and enforce an Inadvertent Discovery Plan	0	0	0	0	0	0	1440	0	0	1440	$136,000	25200	$17,640	$0	$154,440
5.2	Authority to stop work in the immediate discovery area	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
5.3	Immediately notify the City, the designate Cultural Resources Lead	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
5.4	Maintain daily logs and exhibit in preparing incident reports	0	0	0	0	0	0	40	0	0	40	$3,800	0	$0	$0	$3,000
	SUBTOTAL	0	0	0	0	0	0	1480	0	0	1480	$140,600	0	$0	$0	$158,240
6.0	**Fossil Discovery - Paleo Monitoring - 180 days**															
6.1	Inspection of excavated soil and bedrock	0	0	0	0	0	0	1440	0	0	1440	$136,000	25200	$17,640	$0	$154,440
6.2	Halt excavation in immediate vicinity to evaluate find	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
6.3	Responsible for in-field salvage, stabilization and preservation	0	0	0	0	0	0	0	0	0	0	$0	0	$0	$0	$0
6.4	Prepare daily monitoring reports and Final Paleontological Mitigation Report	0	0	0	0	0	40	90	0	4	134	$15,818	0	$0	$138	$15,960
	SUBTOTAL	0	0	0	0	0	40	1530	0	4	1574	$152,610	25200	$17,640	$138	$170,400
	TOTAL LABOR HOURS	11	39	39	64	40	44	3234	6	4						
	TOTAL COST	$2,100	$6,981	$6,747	$10,432	$3,800	$7,392	$307,230	$1,038	$548	3481	$341,074	31500	$22,050	$325	$381,900

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AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C01240) FOR SUN LAKE BLVD EXTENSION – CONSTRUCTION ENVIRONMENTAL MONITORING SERVICES BY AND BETWEEN CITY OF BANNING AND ULTRASYSTEMS ENVIRONMENTAL, INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and UltraSystems Environmental Inc., a California Corporation ("Consultant") is effective as of this day: 5/11/2026.

RECITALS

A. City and Consultant entered into that certain Contract dated February 2, 2026, for the purpose of providing Sun Lakes Blvd Extension – Construction Environmental Monitoring Services ("Agreement") following RFP # 25-122 Sun Lakes Blvd Extension – Construction Environmental Monitoring Service, as approved by City Council Resolution RESO 2026-38.

B. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to December 31, 2027, and increase the Contract Sum to Six Hundred Twelve Thousand Six Hundred Seventy Dollars ($612,670.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Two Hundred Thiry Thousand Seven Hundred Seventy Dollars ($230,770.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Six Hundred Twelve Thousand Six Hundred Seventy Dollars ($612,670.00).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through December 31, 2027, unless sooner terminated or extended as provided in the Agreement.

1.4 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment 1, attached hereto and incorporated herein.

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

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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. 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

Elizabeth Gibbs

Elizabeth Gibbs,
City Manager

City Council Approval: RESO 2026-38, 2/24/26

ATTEST:

Sandra Calderon

Sandra Calderon
Deputy City Clerk

APPROVED AS TO FORM:
Slovak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
City Attorney

CONSULTANT

Betsy A Lindsay

NAME: Betsy A Lindsay
TITLE: President/CEO

NAME:
TITLE:

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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ATTACHMENT "1"

Change Order #1 includes additional mitigation monitoring required pursuant to regulatory permits for the Sun Lakes Boulevard Extension. There are three separate permits that need specific compliance.

They include the following:

1. ITP (2081-2025-079-06). *The ITP work relating to Compliance is being handled by Albert Webb.*
2. CDFW-SAA – EPIMS-RIV-54902-R6. *See table below for compliance.*
3. RWQCB - WDR – Order R7-2025-0014. *See table below for compliance.*

SCOPE OF WORK

Presented below is our Scope of Work, based on compliance conditions within each of the specific regulatory permits.

For the **CDFW - SAA** Permit, UltraSystems would assist with those compliance requirements that **are not** being handled by Albert Webb. Areas of responsibility are noted in the table below.

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CDFW - SAA			
Requirement	**No.**	**Section**	**Responsible**
Administrative Measures	1.7	**Notify CDFW Prior to Work.** Permittee shall notify CDFW by email at least five (5) working days prior to initiation of Project activities. See contact information below.	**UEI Biologist**
	1.8	**Reporting of Violations.** Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring.	**UEI Biologist**
	1.9	**Dead or Injured Species.** Permittee shall report any dead or injured CESA- or ESA- listed threatened, endangered, or fully protected species, or species of special concern found along roads or in Project areas to CDFW within 24 hours via email according to contact information below. The Permittee shall report the location, cause of death or injury, species found, and any other relevant information.	**UEI Biologist**
	1.11	**Work According to Plans.** Final stamped engineered design plans shall be submitted to CDFW a minimum of 30 days prior to start of Project activities, for review by CDFW prior to Project start. The final plans shall be based on the Project design plans submitted to CDFW in the notification package. If the submitted Project plans differ substantially from the Project description, Permittee shall provide CDFW a detailed, written description of the changes made. CDFW may require an amendment to this Agreement or submission of a new notification prior to starting the Project if the Project designs have changed from those submitted in the Notification Package.	**Contractor and City**
General Wildlife Protection and Prevention Measures	2.1	**Designated Biologist(s) and Biological Monitor(s).** Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologist(s)) and Biological Monitor(s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities at least 30 days before initiating ground- or vegetation- disturbing activities. Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and/or Biological Monitor(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties. Optional CDFW biologist resume form available here: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869.	**UEI Biologist**
	2.2	**Responsibility of the Designated Biologist(s).** The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.	**UEI Biologist**
	2.4	**Authority of Biological Monitor(s).** The Permittee or Designated Biologist shall designate a person to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall halt Project Activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats.	**UEI Biologist**

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General Wildlife Protection and Prevention Measures	2.5	**Delineate Work Area Boundary.** In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats prior to start of Project activities. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.	**UEI Biologist**
	2.6	**Environmentally Sensitive Areas.** The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the 'standard work area boundary' materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.	**UEI Biologist**
	2.7	**Wildlife Species.** To avoid impact to any non-listed wildlife species, a Designated Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat near the site of capture.	**UEI Biologist**
	2.9	**Daily Clearance Survey.** Before the start and end of daily Project activities. The Designated Biologist or Biological Monitor shall survey the Project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.	**UEI Biologist**
	2.9.1	**Excavated Areas.** At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s) or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degrees at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.	**UEI Biologist**

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General Wildlife Protection and Prevention Measures	2.9.2	**Check for Wildlife in Pipes/Construction Materials.** Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry.	**UEI Biologist**
Diversion/ Dewatering Plan	2.25	**Diversion Plan.** If Project activities are proposed to occur at any time when flowing water is present or reasonably anticipated, Permittee shall submit to CDFW for review and approval a water diversion/dewatering plan a minimum of **30 days** before initiating Project activities involving water diversion.	**Contractor's Engineering Consultant**
	4.9	**Diversion Plan.** If Project activities are proposed at any time when flowing water is present, or reasonably anticipated, **no later than 30 days prior to commencement of Project activities** addressed by this Agreement, **Permittee shall submit to CDFW** for review and approval a **detailed water diversion/dewatering plan.** Dewatering structures may include the use of sandbags, Port-a dams, water bladder dams, K-rails, or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. Permittee may not commence dewatering of a stream/diversion of water without explicit approval from CDFW.	**Contractor's Engineering Consultant**
Implement BMPs and daily monitoring	2.15 - 2.19	**Best Management Practices.** Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non- native plant materials. Fiber rolls or erosion control mesh shall be made of loose- weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Nonwelded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.	**Contractor and UEI Biologist**
Implement BMPs and daily monitoring	2.15.1	If work is performed within the stream channel during the winter storm period, the Permittee shall monitor the **five (5) day weather forecast.** If it is forecasted for any precipitation, work activities shall involve the securing of the site, so as no materials may enter or be washed into the stream. The site shall be completely secured **one (1) day prior** to precipitation, unless prior written approval has been provided by CDFW. During period of precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted.	**Contractor and Biologist**

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Implement BMPs and daily monitoring	2.16	**Equipment and Vehicles.** Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. No equipment maintenance shall be done within or near any stream, channel, or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17	**Clean Equipment Prior to Entering Area Regulated by Agreement.** All equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil, and other debris. The Permittee shall follow equipment washing guidelines certify that decontamination, as specified in the sub-measures below, has been completed, and shall require operator of equipment to re-certify equipment upon reentry to areas by this Agreement after contact with water and/or wet soil from a stream or lake in areas outside those regulated under this Agreement.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17.1	**Clean and Inspect Equipment Prior to Entering Stream.** Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to initially entering areas regulated by this Agreement. Any contaminants shall be cleaned prior to any work within a streambed and shall be maintained daily. In addition, equipment shall be cleaned daily to ensure pollutants and non-natives are not introduced into mitigation areas or spread throughout Project sites.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17.2	**Decontamination of Project Equipment.** Prior to initially entering, and upon reentering areas subject to this Agreement, Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils. Permittee shall decontaminate Project gear and equipment utilizing one of four methods: drying, using a hot water soak, hot-water pressure washing, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard to reach areas and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using hot water, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes or by pressure washing with hot water 140°F minimum at the point of contact or 155°F at the nozzle. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.	**Contractor**
Implement BMPs and daily monitoring	**2.17.3**	**Decontamination Sites.** Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into any river, lake, or stream and associated riparian areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.	**Contractor**
Implement BMPs and daily monitoring	2.18	**Stationary Equipment.** Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up	**Contractor**

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		equipment such as extra booms, absorbent pads, skimmers, shall be on site prior to the start of construction.	
Implement BMPs and daily monitoring	2.19	**Staging and Storage Areas.** Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.	**Contractor**
Weekly nesting bird reports	2.11.5	**Reporting.** The Designated Biologist shall be responsible for providing summary reports, where relevant, to CDFW no less than **once weekly** regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW within **24 hours of detection.**	**UEI Biologist**
	4.5	**Nesting Bird Summary Report.** Permittee shall prepare and submit to CDFW a summary of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.	**UEI Biologist**
Monthly resource status updates	4.11	**On-site Resource Updates.** Permittee shall provide updates on the status/outcome of any new or previously identified resource, and any adjustments made to applied avoidance, minimization, and mitigation measures, and any other pertinent information. Summaries shall be submitted **on a monthly basis** during periods of Project activity until Project completion or monitoring is complete. Monitoring reports of any passively relocated species shall also be included. The updates shall be provided to CDFW as a Status Report in EPIMS, and any unsupported file type shall be emailed to the addresses below. CDFW may adjust the rate of updates in writing. If the Project results in the abandonment of or damage to a resource, Permittee shall notify CDFW within 24 hours via phone call or email at the contact information listed below.	**City and Consultant**
Restore temporary impacts (0.09 ac)	3.1	**Habitat Restoration – On-site (On-site Temporary Restoration).** To compensate for the temporary impacts of 0.09 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall restore no less than 0.18 acres of in-kind streambed and associated habitat.	**City**
	3.1.1	**Restoration of Temporary Impacts.** Upon completion of construction activities, Permittee shall restore all temporary impacts to pre-project conditions or better. Restoration activities should include, but not be limited to: contouring the ground surface to pre-impact grade; removing all construction related materials, trash, and debris; and replacing any natural materials/refugia moved during Project activities. **Photo documentation and reporting of restoration efforts will be included in the Project Completion Report.**	**City**

Docusign Envelope ID: C62FED92-FE69-899A-8252-B4A9E82F64CE

Project Completion Report	4.13	**Project Completion Report.** Permittee shall provide a **Project Completion Report to CDFW** via EPIMS no later than one month after the Project is fully completed. The Project Completion Report shall summarize all Project activities including the implementation of all items specified in Section 2 of this Agreement. This report shall include, at minimum, photo documentation, avoidance/minimization measures implemented, biological survey notes (including construction monitoring), and a summary of temporary and permanent restoration efforts with photo documentation. Permittee shall include a copy of the Mitigation and Monitoring Reporting Plan table with notes showing status and date of implementation for each of the mitigation measures. Notification shall be submitted via EPIMS and emailed to: R6LSAReporting@wildlife.ca.gov, please reference Notification No. EPIMS-RIV-54902-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.	**City and Consultant**

RWQCB - WDR			
Section	**Section**	**Section**	**Section**
Reporting and Notification Requirements	XII.B.1.a	**Project Reporting a. Monthly Reporting:** The Permittee must submit a Monthly Report to the Colorado River Basin Water Board on the **15th day of each month** for the duration of the construction phase. Monthly reporting shall continue until the Colorado River Basin Water Board issues a Notice of Project Complete Letter to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.	**City and Consultant**
Annual Reports	XII.B.1.b	The Permittee must submit an **Annual Report** including activities conducted for the previous fiscal year (July 1 - June 30) to the Colorado River Basin Water Board on the **1st of September**. Annual Reports must be submitted even if Project construction has not begun. Annual reporting shall continue until a **Notice of Project Complete Letter** is issued to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.	**City and Consultant**

COSTS

The following table specifies our proposed costs for our proposed work scope.

TABLE 1
ESTIMATED FEES

Tasks	Description	Cost
CDFW - SAA		
Administrative Measures		$184.020
Diversion/Dewatering Plan – Provided by Contractor		$0
Implement BMP and Daily Monitoring		$46,750
RWQCB - WDR		
Reporting and Notification		$0
Monthly Reporting		$0
	TOTAL	**$230,770**

ULTRASYSTEMS' PROJECT MANAGER FOR THIS CONTRACT

TASK COST BREAKDOWN • SUN LAKES BOULEVARD EXTENSION - ENVIRONMENTAL MONITORING - CHANGE ORDER #1

	Labor Categories >>>>	Senior Biologist II	Senior Biologist I	Staff Biologist I	Biological Monitor	Senior GIS Analyst	Word Processor	Total		Vehicle Travel		Direct Costs				Direct Expense	TOTAL (rounded)
	Hourly Rate By Labor Category >>>>	$179	$173	$163.00	$95	$173	$137	Hours	Cost	Miles	$0.725	Per Diem		Subs	Markup		
		Hours										Days	$180		10%		
CDFW - SAA																	
Administrative Measures																	
1.7	Notify CDFW Prior to Work	2	0	0	0	0	0	2	$358	0	$0	$0	$0	$0	$0	$0	$360
1.8	Reporting Violations	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
1.9	Dead or Injured Species	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
1.11	Work According to Plans	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1	Designated Biologist(s) and Biological Monitor(s)	2	0	0	0	0	0	2	$358	0	$0	$0	$0	$0	$0	$0	$360
2.2	Responsibility of the Designated Biologist(s)	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.4	Authority of Biological Monitor(s)	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.5	Delineate Work Area Boundary	0	0	25	25	0	0	50	$6,450	0	$0	$0	$0	$0	$0	$0	$6,450
2.6	ESAs	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.7	Wildlife Species	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.9	Daily Clearance Survey	0	0	0	1440	0	0	1440	$136,800	18,000	$13,050	$0	$0	$0	$0	$27,000	$176,850
2.9.1	Excavated Areas	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.9.2	Check for Wildlife in Pipes/Construction Materials	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**4**	**0**	**25**	**1465**	**0**	**0**	**1494**	**$143,966**	**18,000**	**$13,050**	**$0**	**$0**	**$0**	**$0**	**$27,000**	**$184,020**
Diversion/Dewatering Plan																	
2.2.5	Diversion Plan - Contractor	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
4.9	Diversion Plan - Contractor	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Implement BMP and Daily Monitoring																	
2.1.5	BMPs	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.5.1	BMPs in stream channel	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.6	Equipment and Vehicles	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.7	Clean Equipment Prior to Entering Area	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.7.1	Clean and Inspect Equipment Prior to Entering a Stream	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.1.5	Weekly nesting bird reports	40	0	0	0	0	0	40	$7,160	0	$0	$0	$0	$0	$0	$0	$7,160
4.5	Nesting Bird Summary Report	40	24	0	0	0	0	64	$11,312	0	$0	$0	$0	$0	$0	$0	$11,310
4.1.1	Monthly Resource Status Updates	24	24	0	0	0	0	48	$8,448	0	$0	$0	$0	$0	$0	$0	$8,450
3.1	Restore temporary impacts - Habitate Restoration	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
3.1.1	Restoration of Temporary Impacts - City	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
4.1.3	Project Completion Report	40	40	0	24	16	4	124	$19,676	0	$0	$0	$0	$0	$0	$150	$19,830
	SUBTOTAL	**144**	**88**	**0**	**24**	**16**	**4**	**276**	**$46,596**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**	**$46,750**
RWQCB - WDR																	
XII.B.1.a	Reporting and Notification	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
XII.B.1.b	Annual Reports	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	TOTAL LABOR HOURS	**148**	**88**	**25**	**1489**	**16**	**4**										
	TOTAL COST	**$26,492**	**$15,224**	**$4,075**	**$141,455**	**$2,768**	**$548**	**1770**	**$190,562**	**18,000**	**$13,050**	**$0**	**$0**	**$0**	**$0**	**$27,150**	**$230,770**

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August 3, 2026
Project No: 7366 | CO# 2

Patrick Safari, CIP Manager, Public Works Department **VIA EMAIL**
City of Banning
99 E. Ramsey Street
Banning, CA 92220
E: psafari@banningca.gov

Subject: **Change Order #2**
Burrowing Owl (BUOW) Pre-construction Survey Work
Crotch Bumble Bee (CBB) Survey Plan

Dear Patrick:

Change Order #2 includes two individual tasks that were not part of UltraSystems original contact. Those tasks include: (1) BUOW Pre-construction Survey, and (2) the preparation of a CBB Survey Plan, which is required pursuant to the ITP. Presented below are the scope of services for these two tasks.

SCOPE OF WORK

Task 1 – Burrowing Owl (BUOW) Pre-Construction Survey

UltraSystems will conduct protocol-level pre-construction surveys for Burrowing Owl within the Project Area and an appropriate buffer (typically up to 500 feet, consistent with CDFW guidelines). Surveys will be completed by qualified biologists in accordance with current CDFW Staff Report on Burrowing Owl Mitigation and applicable permit conditions.

Work will include a habitat assessment, focused pedestrian surveys to identify occupied burrows and sign (e.g., whitewash, pellets, feathers), and mapping of all burrows and suitable habitat. If owls or active burrows are detected, avoidance measures will be developed, including establishment of no-disturbance buffers and coordination with CDFW as necessary.

A Pre-Construction Survey Report will be prepared summarizing survey methods, results, and recommended avoidance and minimization measures to ensure compliance prior to ground disturbance.

Task 2 – Crotch's Bumble Bee (CBB) Survey Plan Preparation

UltraSystems will prepare a Crotch's Bumble Bee Pre-Construction Survey Plan (PCSP) in compliance with the requirements of CESA Incidental Take Permit (ITP) No. 2081-2025-079-06. The plan will establish protocol-level survey methods, timing, and effort necessary to determine presence/absence of *Bombus crotchii* within the Project Area and a 50-foot buffer, and will identify suitable foraging, nesting, and overwintering habitat.

The PCSP will include:

- Survey objectives, regulatory context, and environmental setting

- Seasonal timing windows and required survey conditions
- Survey methodologies (e.g., visual encounter transects and habitat assessments)
- Minimum survey effort and frequency requirements
- Nest detection protocols and buffer requirements
- Avoidance and minimization measures consistent with ITP conditions
- Reporting requirements and deliverables to CDFW

The finalized Survey Plan will be submitted to the City and, if required, to CDFW for review and approval prior to implementation.

COSTS

The following table specifies our proposed costs for our proposed work scope.

TABLE 1
ESTIMATED FEES

Tasks	Description	Cost
1	Burrowing Owl (BUOW) Pre-Construction Survey	**$9,590**
2	Crotch's Bumble Bee (CBB) Survey Plan Preparation	**$1,550**
	TOTAL	**$11,140**

ULTRASYSTEMS' PROJECT MANAGER FOR THIS CONTRACT

Should you have any questions relating to this Change Order #2, please contact me via my cellphone or email.

Sincerely,

Betsy A. Lindsay
President/CEO

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C01240) FOR SUN LAKE BOULEVARD EXTENSION – CONSTRUCTION ENVIRONMENTAL MONITORING SERVICES BY AND BETWEEN CITY OF BANNING AND ULTRASYSTEMS ENVIRONMENTAL, INC.

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and UltraSystems Environmental Inc., a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated February 2, 2026, for the purpose of providing Sun Lakes Blvd Extension – Construction Environmental Monitoring Services ("Agreement") following RFP# 25-122 Sun Lakes Blvd Extension – Construction Environmental Monitoring Service, as approved by City Council Resolution 2026-18.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated May 11, 2026, to modify the Scope of Services, extend the Term of the Agreement to December 31, 2027, and increase the Contract Sum to Six Hundred Twelve Thousand Six Hundred Seventy Dollars ($612,670.00), as approved by City Council Resolution 2026-38.

C. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to Six Hundred Twenty-Three Thousand Eight Hundred Ten Dollars and Zero Cents ($623,810.00).

The Parties therefore agree as follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 2, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 2 shall not exceed Eleven Thousand One Hundred Forty Dollars and Zero Cents ($11,140.00), thereby increasing the Contract Sum, as

set forth in Section 2.1 of the Agreement, to Six Hundred Twenty-Three Thousand Eight Hundred Ten Dollars and Zero Cents ($623,810.00).

1.3 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment 2, attached hereto and incorporated herein.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement , as amended by Amendment No. 1, remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement or Amendments Nos. 1 through 2, the provisions of this Amendment No. 2 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. 2.

2.3 Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 2 may be signed in any number of counterparts, each of which will be 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 hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Elizabeth Gibbs, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Sandra Calderon Deputy City Clerk	
APPROVED AS TO FORM: Slovak, Baron, Empey, Murphy & Pinkney LLP	
John O. Pinkney City Attorney	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

ATTACHMENT "2"

Change Order #2 includes two individual tasks that were not part of UltraSystems original contact. Those tasks include: (1) BUOW Pre-construction Survey, and (2) the preparation of a CBB Survey Plan, which is required pursuant to the ITP. Presented below are the scope of services for these two tasks.

SCOPE OF WORK

Task 1 – Burrowing Owl (BUOW) Pre-Construction Survey

UltraSystems will conduct protocol-level pre-construction surveys for Burrowing Owl within the Project Area and an appropriate buffer (typically up to 500 feet, consistent with CDFW guidelines). Surveys will be completed by qualified biologists in accordance with current CDFW Staff Report on Burrowing Owl Mitigation and applicable permit conditions.

Work will include a habitat assessment, focused pedestrian surveys to identify occupied burrows and sign (e.g., whitewash, pellets, feathers), and mapping of all burrows and suitable habitat. If owls or active burrows are detected, avoidance measures will be developed, including establishment of no-disturbance buffers and coordination with CDFW as necessary.

A Pre-Construction Survey Report will be prepared summarizing survey methods, results, and recommended avoidance and minimization measures to ensure compliance prior to ground disturbance.

Task 2 – Crotch's Bumble Bee (CBB) Survey Plan Preparation

UltraSystems will prepare a Crotch's Bumble Bee Pre-Construction Survey Plan (PCSP) in compliance with the requirements of CESA Incidental Take Permit (ITP) No. 2081-2025-079-06. The plan will establish protocol-level survey methods, timing, and effort necessary to determine presence/absence of *Bombus crotchii* within the Project Area and a 50-foot buffer, and will identify suitable foraging, nesting, and overwintering habitat.

The PCSP will include:

- Survey objectives, regulatory context, and environmental setting
- Seasonal timing windows and required survey conditions
- Survey methodologies (e.g., visual encounter transects and habitat assessments)
- Minimum survey effort and frequency requirements
- Nest detection protocols and buffer requirements
- Avoidance and minimization measures consistent with ITP conditions
- Reporting requirements and deliverables to CDFW

The finalized Survey Plan will be submitted to the City and, if required, to CDFW for review and approval prior to implementation.

TABLE 1
ESTIMATED FEES

Tasks	Description	Cost
1	Burrowing Owl (BUOW) Pre-Construction Survey	$9,590
2	Crotch's Bumble Bee (CBB) Survey Plan Preparation	$1,550
	TOTAL	$11,140

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Director of Public Works**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution 2026-135 Amending Resolution 2026-66 to Add AutoZone to the Approved Vendor List for Automobile and Equipment Parts for Five-Year Period for an Annual Aggregate of $80,000 per Fiscal Year (FY 2026-FY2030)**

STAFF RECOMMENDATION:

Adopt Resolution 2026-135

BACKGROUND:

On April 28, 2026, the City Council adopted Resolution 2026-66 authorizing the use of cooperative purchasing agreements to procure automobile and equipment parts for a five-year term (FY 2026 - FY 2030), with an annual aggregate amount not to exceed $80,000 per fiscal year. The resolution established an approved vendor list utilizing cooperative purchasing agreements to provide access to competitively sourced contracts while allowing fleet staff to select vendors based on pricing, availability, lead time, and operational requirements.

The approved vendor list, per Resolution 2026-66, currently includes the following vendors:

- Napa and O'Reilly Auto Parts: Sourcewell Master Agreement #100124 (aftermarket vehicle parts and supplies)
- Parts Authority: Sourcewell Master Agreement #080124 (OEM vehicle parts and supplies)

Staff now recommends adding AutoZone as an additional approved source.

AutoZone is available through a competitively solicited Sourcewell cooperative contract (Contract #100124-AUZ). Adding AutoZone to the established vendor list will provide an additional purchasing option and improve the City's ability to obtain needed parts based on price, availability, lead time, and specific part requirements without conducting a separate solicitation process.

The proposed amendment only adds AutoZone to the approved vendor list. It does not increase the previously authorized annual aggregate amount of $80,000, change the five-year term, or otherwise modify the purchasing authority established by Resolution 2026-66. Use of AutoZone will remain subject to the availability and terms of the Sourcewell contract.

JUSTIFICATION:

Adding AutoZone will expand the City's access to competitively procured automotive parts and provide additional flexibility when parts are unavailable, delayed, or more cost effective from another approved

vendor. This will support timely vehicle and equipment repairs while maintaining the procurement controls and annual spending limit previously approved by the City Council.

FISCAL IMPACT:

No additional fiscal impact is associated with adding AutoZone to the approved vendor list. Purchases will continue to be funded from the Fleet Division operational budget, Account No. 702-3800-480.38-52 (Auto Parts), and total expenditures across all approved vendors will remain within the annual aggregate amount not to exceed $80,000.

ATTACHMENTS:

1. Reso_2026-135.docx
2. Resolution 2026-66.pdf
3. AutoZone_Draft_Master Agreement_10.13.26.pdf
4. AutoZone Contract 100124.pdf

RESOLUTION 2026-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING RESOLUTION 2026-66 TO ADD AUTOZONE TO THE APPROVED VENDOR LIST FOR THE PROCUREMENT OF AUTOMOBILE AND EQUIPMENT PARTS

WHEREAS, on April 28, 2026, the City Council adopted Resolution 2026-66 authorizing the use of cooperative purchasing agreements for the procurement of automobile and equipment parts for a five-year term (FY 2026 - FY 2030), with an annual aggregate amount not to exceed $80,000 per fiscal year; and

WHEREAS, Resolution 2026-66 established an approved vendor list consisting of Napa and O'Reilly Auto Parts through Sourcewell Master Agreement #100124 and Parts Authority through Sourcewell Master Agreement #080124; and

WHEREAS, staff identified AutoZone, available through Sourcewell Contract #100124-AUZ for automotive replacement parts, as an additional competitively procured source appropriate for City use; and

WHEREAS, adding AutoZone to the approved vendor list will provide additional flexibility to obtain parts based on price, availability, lead time and specific operational requirements; and

WHEREAS, the addition of AutoZone does not increase the annual aggregate amount authorized by Resolution 2026-66, change the approved five-year term or otherwise expand the purchasing authority previously approved by the City Council; and

WHEREAS, the City Council desires to amend Resolution 2026-66 solely to add AutoZone to the approved vendor list, with all other provisions remaining in effect;

WHEREAS, utilizing these cooperative agreements will facilitate the City's ability to obtain parts in alignment with pricing, availability, lead-time considerations and overall operations requirements while adhering to established annual budget limits; and

WHEREAS, establishment of a vendor list and authorization of blanket purchase orders for the five-year term (FY 2026 - FY 2030) will provide operational continuity, support timely fleet maintenance and advance effective financial and procurement management; and

WHEREAS, allocations for each vendor may be adjusted to be increased or decreased as deemed necessary, as long as, the aggregate dollar amount does not exceed $80,000 annually.

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

SECTION 1. Resolution 2026-66 is hereby amended to add AutoZone to the approved vendor list for the procurement of automobile and equipment parts. The approved vendor list shall include the following:

- Napa and O'Reilly Auto Parts: Sourcewell Master Agreement #100124 (aftermarket vehicle parts and supplies)
- Parts Authority: Sourcewell Master Agreement #080124 (OEM vehicle parts and supplies)

- AutoZone: Sourcewell Contract #100124-AUZ (automotive replacement parts)

SECTION 2. The addition of AutoZone does not increase the annual aggregate amount authorized under Resolution 2026-66. Total expenditures among all approved vendors shall remain within the annual aggregate amount not to exceed $80,000 per fiscal year, and the five-year term (FY 2026 - FY 2030) remains unchanged.

SECTION 3. The City Manager, or designee, is authorized to execute any necessary documents to administer the AutoZone cooperative contract and to issue or renew blanket purchase orders consistent with the authority and limitations established under this resolution.

SECTION 4. Except as expressly amended by this resolution, all provisions of Resolution 2026-66 shall remain in full force and effect.

SECTION 5. The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of October 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 2026-135, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

RESOLUTION 2026-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE USE OF COOPERATIVE PURCHASING AGREEMENTS FOR THE PROCUREMENT OF AUTOMOBILE AND EQUIPMENT PARTS FOR A FIVE-YEAR TERM (FY 2026 – FY 2030) AND AUTHORIZING RELATED PURCHASING ACTIONS FOR AN ANNUAL AGGREGATE OF $80,000 PER FISCAL YEAR

WHEREAS, the City of Banning Public Works Department, Fleet Division, maintains and repairs more than 200 vehicles and equipment units necessary for delivery of essential City services; and

WHEREAS, annual expenditures for automobile and equipment parts are expected to remain significant throughout the upcoming five-year term, with annual expenses potentially reaching an aggregate of $80,000 per fiscal year; and

WHEREAS, adequate funding for these expenditures is included annually in the Fleet Division operation budget; and

WHEREAS, staff determined that cooperative purchasing agreements as allowed under the City's purchasing policies, offer the most practical means of accessing competitively sourced contracts from government procurement alliance and promote cost efficient and streamlined purchasing; and

WHEREAS, staff determined the following Sourcewell master agreements are active and appropriate for use:

- Napa and O'Reilly Auto Parts: Sourcewell Master Agreement #100124 (aftermarket vehicle parts and supplies)
- Parts Authority: Sourcewell Master Agreement #080124 (OEM vehicle parts and supplies)

WHEREAS, utilizing these cooperative agreements will facilitate the City's ability to obtain parts in alignment with pricing, availability, lead-time considerations and overall operations requirements while adhering to established annual budget limts; and

WHEREAS, establishment of a vendor list and authorization of blanket purchase orders for the five-year term (FY 2026 - FY 2030) will provide operational continuity, support timely fleet maintenance and advance effective financial and procurement management; and

WHEREAS, allocations for each vendor may be adjusted to be increased or decreased as deemed necessary, as long as, the aggregate dollar amount does not exceed $80,000 annually.

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

SECTION 1. The City Council hereby adopts Resolution 2026-66 authorizing the use of the following cooperative purchasing agreement for the procurement of automobile and equipment parts for a five-year term (FY 2026 – FY2030).

- Napa and O'Reilly Auto Parts: Sourcewell Master Agreement #100124 (aftermarket vehicle parts and supplies)
- Parts Authority: Sourcewell Master Agreement #080124 (OEM vehicle parts and supplies)

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

SECTION 3. The City Manager, or designee, is hereby authorized to execute the agreements and any necessary documents to administer the agreements on behalf of the City including the issuance and renewal of blanket purchase orders for each fiscal year within the five-year term, with an annual aggregate amount not to exceed $80,000 contingent on satisfactory vendor performance.

SECTION 4. 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 28th day of April 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 2026-66, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of April 2026 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon, Deputy City Clerk
City of Banning, California

MASTER AGREEMENT FOR PURCHASE OF GOODS (INCLUDING SOURCEWELL COOPERATIVE PURCHASES) BY INDEPENDENT CONTRACTOR

THIS MASTER AGREEMENT FOR PURCHASE OF GOODS (INCLUDING SOURCEWELL COOPERATIVE PURCHASES) 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 O'REILLY AUTO ENTERPRISES, LLC, a Delaware limited liability corporation whose address is 233 South Patterson Ave., Springfield, MO 65802 ("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 procure certain vehicle parts, supplies, and related incidental services (e.g., delivery, order support) through a cooperative purchasing program administered by Sourcewell, a Minnesota service cooperative.

B. Contractor is a vendor under a cooperative purchasing master agreement with Sourcewell, a governmental cooperative purchasing organization, pursuant to MASTER AGREEMENT #100124 CATEGORY: Aftermarket Vehicle Parts & Supplies SUPPLIER: O'Reilly Auto Enterprises, LLC ("Sourcewell Agreement"), which is attached hereto as **Exhibit "A"** and incorporated herein by this reference subject to Section 4. The parties intend that purchases of goods under this Agreement may be made pursuant to and in reliance upon the Sourcewell Agreement and applicable law.

C. This Agreement is intended to function as a master agreement governing ongoing purchase of goods, with specific transactions implemented through purchase orders, task orders, or similar transaction documents.

D. Contractor represents it possesses the necessary skills, licenses, certifications, qualifications, personnel, and equipment to perform its obligations under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Purpose and UCC Applicability.

1.01 This Agreement is a master purchasing/framework agreement for the acquisition of goods (as defined below) and any incidental services associated with ordering, delivery, and support.

1.02 Uniform Commercial Code (UCC) Applicability. To the extent a transaction under this Agreement is predominantly for the sale of movable items, the transaction is governed by Division 2 of the California Uniform Commercial Code (sales of goods), as adopted in California.

2. Definitions.

2.01 **Sourcewell** means Sourcewell, a Minnesota service cooperative offering a Cooperative Purchasing Program.

2.02 **Goods** means the included solutions that constitute goods (including Aftermarket Vehicle Parts and Supplies) offered under the Sourcewell Agreement and purchased by City under a Transaction Document.

2.03 **Transaction Document(s)** means a purchase order, release, task/order form, participating addendum, or other written document used by City and Contractor to document a specific purchase under this Agreement.

All defined terms not defined within this Agreement shall have the same meaning as defined in the Sourcewell Agreement.

3. No Third-Party Obligations.

3.01 **Sourcewell not a party**. Sourcewell is not a party to this Agreement, and this Agreement does not create any partnership, joint venture, or agency relationship between City and Sourcewell.

3.02 **City as Participating Entity**. City's authority to use the Sourcewell program is determined by California law.

3.03 **Contractor Obligations**. City is not responsible for Contractor's reporting or fee remittance obligations owed to Sourcewell under the Sourcewell Agreement, except to the extent City expressly agrees in a Transaction Document to provide information reasonably necessary for Contractor's reporting.

4. Incorporation of Sourcewell Agreement. The parties intend to incorporate by reference into this Agreement the Sourcewell Agreement solely to the extent necessary to (i) identify the cooperative contract vehicle, (ii) apply Sourcewell pricing controls and program requirements to City's purchases, and (iii) apply any Sourcewell terms that, by their nature, govern transactions between Contractor and a Participating Entity.

5. Order of Precedence; Conflicts.

5.01 Order of Precedence. In the event of any conflict among documents applicable to a City purchase, the following order of precedence applies:

i. This Agreement;
ii. A Transaction Document signed/issued by City and accepted by Contractor that expressly states it controls in the event of conflict;
iii. The Sourcewell Agreement.

5.02 Negotiation Permitted. This Agreement is in compliance with Article 3, Section 6 of the Sourcewell Agreement which allows additional terms and conditions to be negotiated by the parties.

6. 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 the expiration of the Sourcewell Agreement. City may terminate this Agreement with or without cause by giving twenty (20) days' written notice to Contractor.

Termination shall not affect (i) City's obligation to pay undisputed amounts for Goods accepted prior to the effective date of termination, or (ii) provisions that by their nature survive, including indemnification, insurance (to the extent tied to prior occurrences), audit/records retention, and payment obligations. Upon termination, Contractor shall deliver any Goods paid for and any deliverables required under applicable Transaction Documents.

7. Transaction Documents; Ordering; Payment.

7.01 **Transaction-Based Contracting.** Each purchase of goods or incidental services may be implemented through a Transaction Document. Each Transaction Document shall reference: (i) this Agreement; and (ii) the Sourcewell Agreement number.

7.02 **No Minimum Commitment.** This Agreement is for an indefinite quantity of goods and incidental services; City makes no guarantee of any minimum purchase volume.

7.03 **Separate Transactions.** Each Transaction Document constitutes a separate contract for performance, but is governed by this Agreement.

7.04 **Invoicing**. Contractor shall invoice City in accordance with the applicable Transaction Document and shall provide itemized documentation reasonably sufficient for City to verify pricing and quantities. City is not obligated to pay any invoice submitted more than sixty (60) days after the due date of such invoice, unless City waives this requirement in writing. City shall pay such invoice within thirty (30) days of its receipt and acceptance.

7.05 **Disputed Charges**. If City disputes any portion of an invoice, City shall pay the undisputed portion within thirty (30) days of receipt and provide written notice of the disputed portion. City shall not be obligated to pay for Goods or incidental services not authorized in a Transaction Document. Any changes to scope, pricing, or quantities must be documented in a written amendment or revised Transaction Document.

7.06 **Not-to-Exceed Pricing**. Contractor shall not exceed the prices listed in the current pricing list on file with Sourcewell when offering Included Solutions to City, unless City approves different pricing in a Transaction Document.

7.07 **Pricing Adjustments**. City may request adjustments to pricing directly from Contractor during negotiation and execution of a transaction.

7.08 **Open Market/Non-Contracted Items**. If City requests items outside the Included Solutions, Contractor may offer such items under its open market process as described in Contractor's Sourcewell proposal, and any such purchase must be expressly authorized in a Transaction Document.

7.09 **Product and Price Changes under Sourcewell**. To the extent City purchases rely on Sourcewell pricing lists, Contractor's changes, additions, deletions, or price changes to Included Solutions must be processed through Sourcewell's written change request and incorporated amendment process.

7.10 Contractor shall not be compensated nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

7.11 Time is of the essence in the performance of this Agreement.

8. Delivery; Title; Risk of Loss; Inspection; Acceptance/Rejection.

8.01 Delivery. Delivery terms (including shipping method, delivery location, and any Incoterms/FOB terms) shall be stated in the applicable Transaction Document.

8.02 Title. Unless otherwise explicitly agreed in a Transaction Document, title passes in the manner and on the conditions explicitly agreed by the parties, and otherwise at the time and place the seller completes its performance with reference to physical delivery.

8.03 Risk of Loss. Unless otherwise agreed in a Transaction Document, risk of loss allocation shall follow the default rules applicable to the agreed delivery structure (including shipment terms such as F.O.B. where used).

8.04 Inspection; Acceptance; Rejection. City's inspection rights, timelines, and acceptance/rejection procedures shall be as stated in the Transaction Document, and if not stated, City retains commercially reasonable inspection and rejection rights consistent with the UCC.

8.05 Nonconforming Goods; Remedies. Remedies for nonconforming Goods (including replacement, return, exchange procedures, and associated costs) shall be as stated in the Transaction Document, and if not stated, the parties' remedies are those available under the UCC.

9. Warranties.

9.01 Sourcewell Express Warranty Preserved. Contractor warrants that Included Solutions furnished under the Sourcewell Agreement are free from liens and encumbrances, free from defects in design, materials, and workmanship, and suitable for and will perform in accordance with ordinary use for which intended.

9.02 Implied Warranties. Unless expressly modified in a Transaction Document, implied warranties that arise by operation of law in a sale of goods (including merchantability where applicable) are not disclaimed by this Agreement.

9.03 Disclaimer/Modification Requirement. Any disclaimer or modification of warranties proposed by Contractor must be conspicuous and must not be inconsistent with any express warranty applicable to the transaction.

9.04 Warranty Claims Process. Any notice requirements, return authorizations, and replacement/credit procedures shall be stated in the Transaction Document or otherwise mutually agreed in writing.

10. Statute of Limitations for Sale of Goods.

10.01 Limitations Period. Any action for breach of a contract for sale must be commenced within four (4) years after the cause of action has accrued, subject to any enforceable written reduction (not less than one year) agreed by the parties in a Transaction Document.

10.02 Accrual. A cause of action for breach of warranty generally accrues when tender of delivery is made, except where a warranty explicitly extends to future performance and discovery must await such performance, in which case accrual is when the breach is or should have been discovered.

11. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing 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 12.02. 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:

11.01 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 insureds City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 11.

11.02 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 this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person.

11.03 Workers' Compensation insurance for any of Contractor's employees. 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.

11.04 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 this Agreement.

12. General Conditions pertaining to Insurance Coverage.

12.01 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 likewise.

12.02 Prior to beginning 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.

12.03 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.

12.04 Self-insurance does not comply with these insurance specifications. Contractor acknowledges and agrees 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.

12.05 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.

12.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of 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.

12.07 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.

13. Indemnification.

13.01 Indemnity. 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.

14. 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 this Agreement; provided, however, that Contractor shall not subcontract any of the services under this Agreement 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.

15. Contractor Obligations.

15.01 Contractor is solely responsible for all taxes, withholdings, and similar obligations arising from compensation under this Agreement and shall indemnify City for failure to comply.

15.02 Contractor represents it holds all licenses required to sell and deliver the Goods and perform any incidental services and shall maintain such licenses throughout the term.

15.03 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.

15.04 Contractor shall comply with all applicable federal, state, and local laws applicable to the manufacture, sale, delivery, and any incidental services related to the Goods.

15.05 To the extent Contractor provides installation or repair services, such services shall be performed in a workmanlike manner consistent with industry standards.

16. Status of Contractor.

16.01 Contractor is and shall at all times remain an independent contractor, and not an officer, employee, partner, or agent of City. Contractor shall control the manner and means of performing its obligations under this Agreement, subject to the requirements of this Agreement and any applicable Transaction Document.

16.02 Neither Contractor nor any of its employees, agents, subcontractors, or representatives is entitled to any salary, wages, or other rights or benefits afforded to City's employees, including disability insurance, unemployment insurance, workers' compensation from City, retirement benefits, CalPERS benefits, medical insurance, sick leave, vacation, or any other

employment-related benefit. Contractor is solely responsible for all compensation, payroll taxes, withholdings, insurance, permits, licenses, and other statutory or contractual obligations relating to its personnel.

16.03 Contractor represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its state of formation, to the extent applicable; (b) it has all necessary rights, power, and authority to enter into and perform this Agreement and any applicable Transaction Document; and (c) the individual signing this Agreement on behalf of Contractor has full legal authority to bind Contractor to this Agreement.

17. Audit.

17.01 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 this Agreement, compensation paid and expenses reimbursed. At any time during normal business hours and no more than twice per contract year, 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.

17.02 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.

18. Miscellaneous Provisions.

18.01 This Agreement, together with all exhibits and any applicable Transaction Documents, constitutes the entire agreement between the parties with respect to the purchase and sale of Goods and any incidental services and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether oral or written. This Agreement may be amended only by a written document signed by authorized representatives of both parties. Notwithstanding the foregoing, individual transactions may be supplemented or modified through a Transaction Document in accordance with Section 7 of this Agreement.

18.02 Contractor shall not assign, delegate, or otherwise transfer this Agreement, or any interest herein, without the prior written consent of City, which shall not be unreasonably withheld. Any attempted assignment without such consent shall be void. No assignment shall relieve Contractor of any obligation under this Agreement unless expressly stated in a written consent by City.

18.03 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.

18.04 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.

18.05 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.

18.06 Contractor represents that it has no present interest, and agrees not to acquire any interest, direct or indirect, that would conflict in any manner with its performance under this Agreement. Contractor shall not employ any person having such a conflict.

18.07 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.

18.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, incidental 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.

18.09 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.

18.10 Prevailing Wages. To the extent applicable to any installation, delivery, or other services provided under a Transaction Document, Contractor shall comply with all prevailing wage laws, including applicable provisions of the California Labor Code. Contractor shall be solely responsible for compliance and shall indemnify, defend, and hold harmless City for any failure to comply.

18.11 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.

18.12 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 Goods 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.

18.13 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.

18.14 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.

18.15 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.

18.16 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.

18.17 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 performance of the other.

18.18 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.

18.19 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.

18.20 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: _____

To Contractor:
-O'Reilly Auto Enterprises, LLC
-ATTN: Wes Wise
-233 S. Patterson Ave.
-Springfield, MO 65802
-Email: CoOp@oreillyauto.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.

18.21 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.

18.22 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:_____

Print
Name: _____

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Date: _____

CONTRACTOR:

O'REILLY AUTO ENTERPRISES, LLC

By:_____

Print
Name: _____

Date: _____

EXHIBIT "A"

MASTER AGREEMENT #100124 CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: O'Reilly Auto Enterprises, LLC

[ATTACHED BELOW]

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Sourcewell

MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: O'Reilly Auto Enterprises, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and O'Reilly Auto Enterprises, LLC, 233 South Patterson Ave., Springfield, MO 65802 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances and shall pass through all available Manufacturer warranties to the participating entity.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Supplier certifies that it is not a federal contractor and cannot accept purchases of Included Solutions with United States federal grants or other federal funds.** Participating Entities that wish to use United States federal grant or other federal funding to purchase solutions may not do so with Supplier The following list applies only to the extent that the Included Solutions are not purchased with federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Vendor represents and warrants that it is an equal opportunity employer.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

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declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included

Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or any act or omission constituting willful misconduct in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" Financial Strength rating of A- or better, with coverage and limits of insurance not less than the following:

   a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer

edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), rRenewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's

obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

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7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	O'Reilly Auto Enterprises, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Wes Wise 5A395A6EEDDF4FF...
By: _____	By: _____
Jeremy Schwartz	Wes Wise
Title: Chief Procurement Officer	Title: VP of Professional Sales
Date: 1/18/2025 | 9:16 AM CST	Date: 1/17/2025 | 3:26 PM CST

RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	O'Reilly Auto Enterprises LLC
Does your company conduct business under any other name? If yes, please state:	O'Reilly Auto Parts
Address:	233 S Patterson Springfield, MO 65802
Contact:	Robert Fulp
Email:	coops@oreillyauto.com
Phone:	417-829-5822
HST#:	86-0221312

Submission Details

Created On:	Tuesday August 13, 2024 09:12:04
Submitted On:	Monday September 30, 2024 08:40:59
Submitted By:	Robert Fulp
Email:	coops@oreillyauto.com
Transaction #:	09e7b254-28e4-424c-a810-aa00fb1534e2
Submitter's IP Address:	66.119.29.113

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	O'Reilly Auto Enterprises, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	O'Reilly Automotive Stores, Inc., O'Reilly Auto Enterprises, LLC, O'Reilly Auto Parts	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1R3Z4	*
5	Provide your NAICS code applicable to Solutions proposed.	441330	
6	Proposer Physical Address:	Corporate Address: 233 South Patterson Ave, Springfield, MO, 65802 We also have over 6,000 stores across the United States.	*
7	Proposer website address (or addresses):	Retail Site: www.oreillyauto.com Professional Site: www.firstcallonline.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Wes Wise VP of Professional Sales 233 South Patterson Ave, Springfield, MO, 65802 wwise@oreillyauto.com 417-520-4634	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Fulp Strategic Accounts Administrative Manager 233 South Patterson Ave, Springfield, MO, 65802 rfulpii@oreillyauto.com 417-829-5822	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Micko Senior Director of Strategic Accounts 233 South Patterson Ave, Springfield, MO, 65802 jmicko@oreillyauto.com 417-829-5866	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	O'Reilly Automotive, Inc. officially started in the auto parts business in Springfield, Missouri, in November of 1957. However, its historical background in the automotive business, as well as the family's quest for opportunity and advancement, may be traced back to a much earlier time. Michael Byrne O'Reilly immigrated to America in 1849, escaping from the hard times of the potato famine, which struck Ireland in 1845-46. Settling in St. Louis, he worked his way through school to earn a law degree, and then pursued a career as a title examiner. His son, Charles Francis O'Reilly, attended college in St. Louis and went to work in 1914 as a traveling salesman for Fred Campbell Auto Supply in St. Louis. By 1924, Charles had become familiar with the Springfield area, having traveled by train to sell auto parts throughout the territory. He recognized the region as an area of growth and opportunity and asked to be transferred there. By 1932, he had become manager of Link Motor Supply in Springfield. One of his sons, Charles H. (Chub) O'Reilly, had also joined the company. Together they provided the leadership and management that made Link the predominant auto parts store in the area. In 1957, Link planned a reorganization, which would have included the retirement of 72-year-old Charles F. O'Reilly, and the transfer of C. H. O'Reilly to Kansas City. Since neither agreed with these plans, they made the decision to form their own company, O'Reilly Automotive, Inc. They opened for business on December 2, 1957 with one store and 13 employees at 403 Sherman in Springfield. Their sales totaled $700,000 in 1958, their first full year of business. Due to the hard work and ability of the original employees, several of whom were stockholders in the company, the business grew and prospered from its very first year. By 1961, the company's volume had reached $1.3 million – the combined volume of O'Reilly Automotive Distributors, a division formed to serve independent automotive jobbers in the area. In March of 1975, annual sales volume rose to $7 million, and a 52,000-square-foot facility at 233 S. Patterson was built for the O'Reilly/Ozark warehouse operation. By that time, the company had nine stores, all located in southwest Missouri. The long range plans and stability of the company were solidified by a public offering of company stock in April 1993. Since that time, the Company has grown through the opening of new stores, as well as through numerous mergers and acquisitions, and currently operates over 6,000 stores in 48 states, including Alaska and Hawaii, Puerto Rico, and stores in Mexico and Canada. Throughout this time the underlying spirit and philosophy of O'Reilly Automotive, Inc., has been one of growth and progress, both for the company and its team members. This remains the policy to which the company is dedicated today.	*
12	What are your company's expectations in the event of an award?	To grow our sales and market share within the public sector. We want to have offerings to our government customers that allows them to make compliant purchases in a streamlined, easy to use method to ensure the customer has nothing to worry about.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	O'Reilly is a publicly traded company under the symbol 'ORLY'. Between 2020 and 2023, O'Reilly's net sales increased 36% due to organic store growth and customer retainment. We plan to continue this trajectory into the future. Please see the attached 10-K (O'Reilly Auto Parts 2023 Annual Report).	*
14	What is your US market share for the Solutions that you are proposing?	According to Forbes, O'Reilly has a 19% market share in aftermarket automotive parts and accessories.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Although O'Reilly recently acquired Vast-Auto, a Canadian Auto Parts company, we are not fully integrated at this time and do not have this data available. Once we are fully integrated with our Canadian operations, we would be willing to provide this info.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	O'Reilly has never entered any bankruptcy proceedings.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a distributor/reseller and purchase automotive products in substantial quantities from over 900 suppliers. Our stores offer a wide selection of products for domestic and imported automobiles, vans and trucks. Our merchandise generally consists of nationally recognized, well-advertised, premium name brand products, such as AC Delco, Armor All, Bosch, BWD, Cardone, Castrol, Gates Rubber, Monroe, Moog, Pennzoil, Prestone, Quaker State, STP, Turtle Wax, Valvoline, Wagner, and Wix, and a wide selection of quality proprietary private label products, which span the entire good, better and best value spectrum, under our BestTest®, BrakeBest®, Import Direct®, Master Pro®, Micro-Gard®, Murray®, Omnispark®, O'Reilly Auto Parts®, Precision®, Power Torque®, Super Start®, and Ultima® brands. Our proprietary private label products are produced by nationally recognized manufacturers, meet or exceed original equipment manufacturer specifications and consist of house brands and nationally recognized proprietary bands, which we have acquired or developed over time. We are authorized to act as a distributor/dealer/reseller for all products that we offer. All O'Reilly stores are company owned and operated.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Aside from normal retail licenses and certifications for our stores to operate, we do not have nor are required to have any additional licenses or certifications.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	O'Reilly has does not have any current or past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	O'Reilly has received recognition from industry leaders in both the automotive service industry and automotive aftermarket parts manufacturers. Recently, O'Reilly was recognized by Forbes magazine as one of America's Best Large Employers, Best Employer for New Grads (#395), Best Customer Service (#119), Best Brands for Social Impact (#199), and Best Employers for Veterans (#122).	*
21	What percentage of your sales are to the governmental sector in the past three years?	O'Reilly's sales to the government sector in the past three years has been 1% of total sales. This figure is based on government customers that have a registered account with O'Reilly. This does not figure in governmental walk in customer sales that are not tracked by customer type.	*
22	What percentage of your sales are to the education sector in the past three years?	We do not track educational sector sales at this time.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	O'Reilly has national cooperative purchasing agreements with Sourcewell, TIPS, & NCPA (OMNIA Partners). For 2023, cooperative program sales amounted to $84 million.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	O'Reilly does not have any GSA or SOSA contracts or agreements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Olathe, Kansas	John Page	913-971-9039	*
City of Houston, Texas	Jessica Vargas	832-393-8025	*
State of Missouri	Jeff Ball	573-526-7930	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your

response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	We have approximately 775 full-time O'Reilly sales representatives strategically located across our market areas as part of our First Call program. Each sales representative is dedicated solely to calling upon, selling to and servicing our professional service provider customers.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As of June 30, 2024, O'Reilly operates 30 distribution centers across the US. Our DCs stock an average of 152,000 SKUs and most are linked to and have access to multiple other regional DCs' inventory. Our DCs provide five-night-a-week delivery, primarily via O'Reilly's company-owned fleet, to all of our stores. O'Reilly employs approximately 9,500 Team Members at our US DCs. O'Reilly stores also receive deliveries from our Hub store network. This comprises 385 hub stores that also provide delivery service and same-day access to stores within the surrounding areas to an average of 52,000 SKUs. Hubs in select markets carry further enhanced inventory levels up to approximately 106,000 SKUs.
28	Service force.	As of June 30, 2024, O'Reilly operates 6,152 stores in 48 states. Each store employs 11 Team Members on average and carries approximately 22,000 SKUs on average. Each store is staffed with a store manager and one or more assistant managers, in addition to parts specialists, retail and/or installer service specialists, and other positions required to meet the specific needs of each store.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	For a Sourcewell entity to purchase on contracted pricing, they must have an O'Reilly Account Number. This account number loads the entity to the Sourcewell group code so that the contracted pricing will be automatically applied to the account and they will be loaded to any contracted reporting. When making purchases at an O'Reilly store, the entity should provide their O'Reilly account number while placing the order. First Call Online is also a free tool for entities to use where they can place orders, look up parts and availability, view statements, etc. In either ordering method, all orders will be handled internally at O'Reilly.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We seek to provide our customers with an efficient and pleasant in-store experience by maintaining attractive stores in convenient locations with a wide selection of automotive products. We believe that the satisfaction of professional service provider customers is substantially dependent upon our ability to provide, in a timely fashion, the specific automotive products needed to complete their repairs. Accordingly, each O'Reilly store carries, or has same or next day availability to, a broad selection of automotive products designed to cover a wide range of vehicle applications. We continuously refine the inventory levels and assortments carried in each of our stores and within our network, based in large part on the sales movement tracked by our inventory control system, market vehicle registration data, failure rates and management's assessment of the changes and trends in the marketplace. We have no material backorders for the products we sell. We seek to attract new customers and to retain existing customers by offering superior customer service, the key elements of which are identified below: 1) Superior in-store service through highly-motivated, technically-proficient store personnel ("Professional Parts People"); 2) An extensive selection and availability of products; 3) Attractive stores in convenient locations; 4) Competitive pricing, supported by a good, better, best product assortment designed to meet all of our customers' quality and value preferences; and 5) A robust point-of-sale system integrated with our proprietary electronic catalog, which contains a wide variety of product images, schematics and technical specifications, equips our Team Members with highly effective tools to source products in our extensive supply network.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	O'Reilly has over 90,000 team members that are willing and ready to provide Sourcewell participating entities with our industry leading automotive products and services in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	O'Reilly recently acquired Vast-Auto, based out of Montreal Canada. Although we plan to fully integrate this acquisition with the O'Reilly network, we are unable to service Canadian entities through this contract at this time. We hope this changes in the future and will inform Sourcewell when we can.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	O'Reilly Auto currently does not have a presence in Delaware or New Jersey. We are working on integrating the O'Reilly network with our recent Canadian acquisition of Vast-Auto, however at this time Canada will not be serviced through this agreement as well.

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We do not have any limitations on sectors except where we do not currently have a store presence.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	O'Reilly is currently operating in Hawaii and Alaska without any specific requirements or restrictions unless the entity is over 5 miles from an O'Reilly store. If the entity is over 5 miles, they can still utilize the contract for purchases however delivery may not be available. We do not have a presence in US territories at this time.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	O'Reilly will extend the terms of this agreement to nonprofit entities that are members of Sourcewell.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	O'Reilly's extensive and knowledgeable sales force is out in the field calling on new and existing customers on a daily basis. These team members are knowledgeable in our cooperative contract offering and if we were to be awarded this contract, they would begin offering the use of it to applicable customers. Please see attachment 'O'Reilly Marketing Materials' for more information.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	O'Reilly has a presence on all major social media platforms. These are utilized to spread awareness of our product offering and current promotions.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	O'Reilly views Sourcewell as a partner in promoting this contract. We would expect Sourcewell to inform its members of our contract, if awarded. O'Reilly will utilize our sales force to reach out to prospective Sourcewell members to educate them on our program and facilitate any additional needs that are required to register and use this program.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, O'Reilly offers our full catalog and ordering system called First Call Online for no charge. Customers can look up parts, place orders, make payments, and utilize multiple features that will help with their every purchasing need. See attachment 'O'Reilly Auto Parts First Call Online' for more information.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer several training options from class room courses to web based training. The cost of the courses can vary by number of attendees and type of training. O'Reilly has the ability to custom tailor these courses to meet the needs of agencies. Please see the O'Reilly training brochure located in the 'O'Reilly Marketing Materials' attachment.	*
42	Describe any technological advances that your proposed Solutions offer.	To pair with the online ordering system, we have added connectivity with your smart phone to allow VIN scanning. Vehicle information can now be looked up through the vehicle's license plate number as well. To streamline the accounting side we have the capability to transmit and receive invoice, credit, and payment information via EDI. O'Reilly is also launching a mobile app in Q1 of 2025. This will be included as a solution under this contract. More information on this will be provided closer to launch date.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	O'Reilly Auto Part's motto is 'Live Green'. To show our commitment to living green, we have the following green initiatives in place at O'Reilly: 1) Oil and Oil filters – Almost all stores accept oil/transmission fluid and oil filters from walk-in customers. This is done at no charge to the customer. 2) Batteries – We take and recycle batteries at no charge to our customers. 3) Cardboard –If the trash haulers that service our stores participate in a recycling program, cardboard recycling is offered at store level. Whether recycling or not, stores are asked to break down all cardboard boxes, thus reducing the frequency of trash/cardboard pick ups required. This reduces the fuel used by the haulers. The DCs compact and bale their own cardboard which is picked up by the recycling plant. 4) Paper – The corporate headquarters and many regional offices have bins to collect paper for recycling. Even our Team Spirit (internal monthly magazine for all O'Reilly Team Members) is published on recycled paper. 5) Aluminum cans – Most DCs and offices recycle aluminum cans. 6) Fuel – We purchase four-cylinder trucks which run more fuel efficiently than other trucks in the market. 7) Energy – Most stores and some DCs have an energy management system installed which controls peak demand, maintains HVAC setpoints and notifies us when HVAC units are not functioning efficiently, thus reducing the energy consumed and money spent for energy. 8) Other – Some DC/office locations recycle metal, pallets, and phone books. Stores are always encouraged to look at items/ways they can recycle cardboard, paper, aluminum, etc., from the store through local contacts within their communities.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have a number of products that have a combination of eco-labels, ratings or certifications. A list of these products can be made available upon request.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We lead the industry in parts availability, and our competitive advantage starts with a very robust, tiered, regional distribution network made up of 30 distribution centers, which replenish our stores at least five nights a week from inventories that average 152,000 SKUs. By servicing our stores at least five nights a week, we are able to deploy our inventory dollars in a greater breadth of inventory at the store level, versus carrying a greater depth of inventory that would be required if our stores were replenished less often from the DCs. This breadth of inventory means we will be much more likely to have a part in stock in the store when a customer needs it. We further augment our store level inventory availability by providing more than 95% of our stores with same day access to a broader selection of hard-to-find inventory through multiple daily deliveries from either a DC or one of our 385 expanded inventory Hub stores, which stock on average 52,000 SKUs. Hubs in select markets carry a further enhanced inventory levels of 106,000 SKUs. Our customer service commitment is to "never say no," and we will remain the industry leader in parts availability, providing our Team Members with the tools necessary to provide extremely high levels of service and earn customers' business. All O'Reilly stores are company owned meaning uniform adherence to contract provisions across the nation.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	O'Reilly offers payment terms of 2% 10th, net 20th upon approved credit. To receive the early pay discount, statements must be made either with cash or check. We also accept cash and credit cards as payment methods at point of sale.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We can facilitate leasing options through a third party, however we do not offer leasing options ourselves. O'Reilly does offer in-house financing primarily on shop equipment, upon approved credit.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We are requesting Sourcewell entities to utilize our online catalog called First Call Online (www.firstcallonline.com) to place orders or by calling their assigned O'Reilly store. If an entity is requesting a charge account, we have uploaded 'O'Reilly Credit App' for their review.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted as long as they are backed by a major credit card company. There is no additional cost for this service.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a product-category discount pricing model. The proposed discount for Sourcewell will be O'Reilly List Price less 41% or better. This discount will cover every item we offer. Due to the number of items O'Reilly offers, an individual listing of every item is not available. We do have attached the listing of every product category, subcategory, and segment on items we are proposing with the stated discount.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's catalog discount will be O'Reilly List Price less 41% or better. This discount will range off O'Reilly List Price from 41% to 80% off.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Any quantity discounts are evaluated on a case by case basis. If an entity is looking for a stocking program, we do offer discounted pricing on select, commonly used items if they were to maintain a minimum stocking inventory of $250. Please see the O'Reilly Stocking Program flyer contained in the attachment 'O'Reilly Marketing Materials' for more information. We also offer brake kit packages as a way for entities to save money. When an entity purchases two rotors and a set of pads, they will be discounted to a flat rate based on the tier of the brake pads/rotors. For more information on our brake kits, please see the latest O'Reilly Brake Packages flyer contained in the attachment 'O'Reilly Marketing Materials' for more information.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	O'Reilly is proud of our 'Never Say No' philosophy when it comes to ensuring the customers have what they need. In the event an agency is needing a product that O'Reilly does not offer, we will still source the part from a third party. These outside purchases are priced at a sliding scale based on the acquisition cost.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	If an item is not available within the store's distribution network or if it is a special order item from the manufacturer, additional freight charges may apply. All additional charges will be communicated and approved with the customer prior to the acceptance of the order. We do not mark up shipping costs.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/Delivery/Shipping costs will only be applicable on factory/special order situations. These costs will be communicated to and approved by the agency at the time of the order. We do not mark up shipping costs.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight/Delivery/Shipping costs to Alaska and Hawaii will only be applicable for factory/special order items. Canada and offshore delivery is not available at this time.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is made by O'Reilly delivery team members in company owned vehicles. Average delivery time is 21 minutes for items stocked in our local store. Items that are stocked in our DCs are available for next day delivery, if not earlier. This service is available to agencies that are within a 5 mile radius of an O'Reilly store location. For agencies just beyond this distance, scheduled deliveries may be a viable option. These situations would be addressed on a case by case basis by local store management.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All current Sourcewell member's O'Reilly accounts are loaded to what O'Reilly calls a 'Group Code'. This group code automatically applies contracted pricing to the customer and ensures they are represented on any contracted reporting. Whenever a new account signs up for O'Reilly's Sourcewell program, they will also be added to the Sourcewell group code so that pricing can be applied and they will show up on future reporting. To properly ensure an entity is registered with O'Reilly's Sourcewell program, they must have an O'Reilly account number. This does not require a credit application to obtain an account number. The entity can call or visit their local O'Reilly store to sign up for an account.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We will measure the success of this contract based on how many new entities we can sign up on this program and how existing entities on the Sourcewell program perform year over year. Since we already have a contract in place with Sourcewell, we are able to measure this based on historical data.	*

69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	O'Reilly is proposing a 1% Administration Fee, which will be paid quarterly.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Our proposed pricing is a discount of O'Reilly List price less 41% or better.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	O'Reilly is offering its entire catalog with this proposal. This includes: 1) New and remanufactured automotive hard parts, such as alternators, starters, fuel pumps, water pumps, brake system components, batteries, belts, hoses, temperature control, chassis parts, driveline parts and engine parts 2) Paint and Body 3) Heavy Duty Parts 4) Shop Equipment 5) Agricultural Products 6) Marine 7) Maintenance items, such as oil, antifreeze, fluids, filters, wiper blades, lighting, engine additives and appearance products 8) Accessories, such as floor mats, seat covers and truck accessories.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We are attaching a complete listing of our category, subcategory, item segment hierarchy under 'O'Reilly-Sourcewell Discount File'.	*

Table 8B: Depth and Breadth of Offered Solutions

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	(•) Yes ( ) No	O'Reilly offers A/C, heating, and other climate control products.	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	(•) Yes ( ) No	O'Reilly offers electrical components.	*
75	Automotive bearings (wheel, roller ball, etc.)	(•) Yes ( ) No	O'Reilly offers Automotive Bearings.	*
76	Automotive belts, hoses, gaskets, and seals	(•) Yes ( ) No	O'Reilly offers Automotive belts, hoses, gaskets, and seals.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	(•) Yes ( ) No	O'Reilly offers system components.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	(•) Yes ( ) No	O'Reilly offers chassis products.	
79	Exhaust systems and emission parts	(•) Yes ( ) No	O'Reilly offers Exhaust and emission parts.	
80	Engine and drive train (Internal Combustion Engine)	(•) Yes ( ) No	O'Reilly offers Engine and Drivetrain products.	
81	Engine and drive train (Hybrid, EV, etc.)	(•) Yes ( ) No	O'Reilly offers products for Hybrid/EV vehicles.	
82	Engine heating and cooling	(•) Yes ( ) No	O'Reilly offers Engine heating and cooling products.	
83	Filters (oil, fuel, air, transmission, etc.)	(•) Yes ( ) No	O'Reilly offers filters.	
84	Oils and lubricants (regular, synthetic, blend)	(•) Yes ( ) No	O'Reilly offers oils and lubricants of all varieties.	
85	Pumps (fuel, fluids, water, etc.)	(•) Yes ( ) No	O'Reilly offers pumps.	
86	Safety and security systems	(•) Yes ( ) No	O'Reilly offers Safety and Security Systems.	
87	Vehicle interior/exterior parts and accessories	(•) Yes ( ) No	O'Reilly offers Vehicle interior/exterior parts and accessories.	
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	(•) Yes ( ) No	O'Reilly offers products for vehicle electrical systems.	
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	(•) Yes ( ) No	O'Reilly offers stabilization system components.	
90	Control systems components (transmission, differential, traction, etc.)	(•) Yes ( ) No	O'Reilly offers control systems components.	
91	Windshield (wipers and windshield washer components)	(•) Yes ( ) No	O'Reilly offers windshield wipers and components.	
92	Vehicle paint and primer	(•) Yes ( ) No	O'Reilly offers vehicle paint and primer products.	
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	(•) Yes ( ) No	O'Reilly does offer some OEM vehicle parts, equipment, tools, and supplies. However, we do not offer tires.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - O'Reilly-Sourcewell Discount File.xlsx - Thursday September 26, 2024 11:56:07
- Financial Strength and Stability - O'Reilly Auto Parts 2023 Annual Report.pdf - Thursday September 26, 2024 11:56:19
- Marketing Plan/Samples - O'Reilly Marketing Materials.pdf - Friday September 27, 2024 15:00:29
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - O'Reilly Credit App.pdf - Friday September 27, 2024 15:02:04
- Requested Exceptions - O'Reilly-Sourcewell Redlined MSA.docx - Friday September 27, 2024 15:03:04
- Upload Additional Document - O'Reilly Auto Parts First Call Online.pdf - Friday September 27, 2024 14:59:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert Fulp, Strategic Accounts Administrative Manager, O'Reilly Auto Enterprises, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ Yes ○ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

EXHIBIT "B"
CERTIFICATES OF INSURANCE

[ATTACHED BELOW]

MASTER AGREEMENT FOR PURCHASE OF GOODS (INCLUDING SOURCEWELL COOPERATIVE PURCHASES) BY INDEPENDENT CONTRACTOR

THIS MASTER AGREEMENT FOR PURCHASE OF GOODS (INCLUDING SOURCEWELL COOPERATIVE PURCHASES) BY INDEPENDENT CONTRACTOR ("Agreement") is made and effective as of October 13th, 2026 by and between the **CITY OF BANNING**, a California municipal corporation ("City") whose address is 99 East Ramsey Street, Banning, California 92220, and AUTOZONE PARTS, INC., a Nevada Corporation whose address is 123 S. Front St., Memphis, TN 38103 ("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 procure certain vehicle parts, supplies, and related incidental services (e.g., delivery, order support) through a cooperative purchasing program administered by Sourcewell, a Minnesota service cooperative.

B. Contractor is a vendor under a cooperative purchasing master agreement with Sourcewell, a governmental cooperative purchasing organization, pursuant to MASTER AGREEMENT #100124 CATEGORY: Aftermarket Vehicle Parts and Supplies SUPPLIER: AutoZone Parts, Inc. ("Sourcewell Agreement"), which is attached hereto as **Exhibit "A"** and incorporated herein by this reference subject to Section 4. The parties intend that purchases of goods under this Agreement may be made pursuant to and in reliance upon the Sourcewell Agreement and applicable law.

C. This Agreement is intended to function as a master agreement governing ongoing purchase of goods, with specific transactions implemented through purchase orders, invoices, or similar transaction documents.

D. Contractor represents it possesses the necessary skills, licenses, certifications, qualifications, personnel, and equipment to perform its obligations under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Contractor agree as follows:

1. Purpose and UCC Applicability.

1.01 This Agreement is a master purchasing/framework agreement for the acquisition of goods (as defined below) and any incidental services associated with ordering, delivery, and support.

1.02 Uniform Commercial Code (UCC) Applicability. To the extent a transaction under this Agreement is predominantly for the sale of movable items, the transaction is governed by Division 2 of the California Uniform Commercial Code (sales of goods), as adopted in California.

2. Definitions.

2.01 **Sourcewell** means Sourcewell, a Minnesota service cooperative offering a Cooperative Purchasing Program.

2.02 **Goods** means the included solutions that constitute goods (including Aftermarket Vehicle Parts and Supplies) offered under the Sourcewell Agreement and purchased by City under a Transaction Document.

2.03 **Transaction Document(s)** means a purchase order, invoice, or similar transaction document used by City and Contractor to document a specific purchase under this Agreement.

All defined terms not defined within this Agreement shall have the same meaning as defined in the Sourcewell Agreement.

3. No Third-Party Obligations.

3.01 **Sourcewell not a party**. Sourcewell is not a party to this Agreement, and this Agreement does not create any partnership, joint venture, or agency relationship between City and Sourcewell.

3.02 **City as Participating Entity**. City's authority to use the Sourcewell program is determined by California law.

3.03 **Contractor Obligations**. City is not responsible for Contractor's reporting or fee remittance obligations owed to Sourcewell under the Sourcewell Agreement, except to the extent City expressly agrees in a Transaction Document to provide information reasonably necessary for Contractor's reporting.

4. Incorporation of Sourcewell Agreement. The parties intend to incorporate by reference into this Agreement the Sourcewell Agreement to (i) identify the cooperative contract vehicle, (ii) apply Sourcewell pricing controls and program requirements to City's purchases, and (iii) apply any Sourcewell terms that, by their nature, govern transactions between Contractor and a Participating Entity.

5. Order of Precedence; Conflicts.

5.01 Order of Precedence. In the event of any conflict among documents applicable to a City purchase, the following order of precedence applies:

i. This Agreement, and any amendments attached hereto;
ii. The Sourcewell Agreement.

5.02 Negotiation Permitted. This Agreement is in compliance with Article 3, Section 6 of the Sourcewell Agreement which allows additional terms and conditions to be negotiated by the parties.

6. 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 the expiration of the Sourcewell Agreement. City may terminate this Agreement with or without cause by giving twenty (20) days' written notice to Contractor.

Termination shall not affect (i) City's obligation to pay undisputed amounts for Goods accepted prior to the effective date of termination, or (ii) provisions that by their nature survive, including indemnification, insurance (to the extent tied to prior occurrences), audit/records retention, and payment obligations. Upon termination, Contractor shall deliver any Goods paid for and any deliverables required under applicable Transaction Documents.

7. Transaction Documents; Ordering; Payment.

7.01 **Transaction-Based Contracting.** Each purchase of goods may be implemented through a Transaction Document. Each Transaction Document shall reference: (i) this Agreement; and (ii) the Sourcewell Agreement number. For clarity, the parties agree this

Agreement constitutes the entire agreement between the two parties and that no additional terms may be added through a Transaction Document or otherwise.

7.02 **No Minimum Commitment.** This Agreement is for an indefinite quantity of goods and incidental services; City makes no guarantee of any minimum purchase volume.

7.03 **Invoicing.** Contractor shall invoice City in accordance with the applicable Transaction Document and shall provide itemized documentation reasonably sufficient for City to verify pricing and quantities. City is not obligated to pay any invoice submitted more than sixty (60) days after the due date of such invoice, unless City waives this requirement in writing. City shall pay such invoice within thirty (30) days of its receipt.

7.04 **Disputed Charges.** If City disputes any portion of an invoice, City shall pay the undisputed portion within thirty (30) days of receipt and provide written notice of the disputed portion. City shall not be obligated to pay for Goods or incidental services not authorized in a Transaction Document. Any changes to scope, pricing, or quantities must be documented in a written amendment or revised Transaction Document.

7.05 **Not-to-Exceed Pricing.** Contractor shall not exceed the prices listed in the current pricing list on file with Sourcewell when offering Included Solutions to City, unless City approves different pricing in a Transaction Document.

7.06 **Pricing Adjustments.** City may request adjustments to pricing directly from Contractor during negotiation and execution of a transaction. Notwithstanding the foregoing, Contractor is not obligated to adjust pricing.

7.07 **Open Market/Non-Contracted Items.** If City requests items outside the Included Solutions, Contractor may offer such items under its open market process as described in Contractor's Sourcewell proposal, and any such purchase must be expressly authorized in a Transaction Document.

7.08 **Product and Price Changes under Sourcewell.** To the extent City purchases rely on Sourcewell pricing lists, Contractor's changes, additions, deletions, or price changes to Included Solutions must be processed through Sourcewell's written change request and incorporated amendment process.

7.09 Contractor shall not be compensated nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the City, in writing.

7.10 Time is of the essence in the performance of this Agreement.

8. Delivery; Title; Risk of Loss; Inspection; Acceptance/Rejection.

8.01 Delivery. All prices are F.O.B. destination, freight prepaid.

8.02 Title. Title passes at the time and place the Contractor delivers the Good or City picks up the Good. .

8.03 Risk of Loss. Risk of loss allocation shall follow the default rules applicable to the agreed delivery structure (including shipment terms such as F.O.B. where used).

9. Warranties.

9.01 Contractor shall warrant all application specific Goods sold to City under this Agreement to be free from defects in materials and workmanship for the period of the then current standard warranty offered by Contractor to its retail customers for such Goods. Notwithstanding the foregoing, Contractor agrees that City will receive the benefit of any warranty provided by Contractor's vendor that Contractor may pass through to the City. The warranty stated in this section represents the total liability of Contractor for any Goods. **ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.** Contractor shall not be liable to City, for any indirect, special, incidental or consequential damages.

10. Statute of Limitations for Sale of Goods.

10.01 Limitations Period. Any action for breach of a contract for sale must be commenced within four (4) years after the cause of action has accrued.

10.02 Accrual. A cause of action for breach of warranty generally accrues when tender of delivery is made, except where a warranty explicitly extends to future performance and discovery must await such performance, in which case accrual is when the breach is or should have been discovered.

11. Insurance. Contractor hereby agrees to be solely responsible for the health and safety of its employees and agents in performing 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 12.02. 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:

11.01 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 insureds City, its officials, employees and agents. Contractor also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 11.

11.02 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 this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person.

11.03 Workers' Compensation insurance for any of Contractor's employees. 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.

11.04 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 this Agreement.

12. General Conditions pertaining to Insurance Coverage.

12.01 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 likewise.

12.02 Prior to beginning this Agreement, Contractor shall furnish City with certificates of insurance.

12.03 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.

12.04 Contractor acknowledges and agrees 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.

12.05 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.

12.06 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor or arising out of 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.

12.07 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.

13. Indemnification.

13.01 Indemnity. Contractor must indemnify, defend, save, and hold City including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by City arising out of any act or omission in the performance of this Agreement by the Contractor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions (as defined in the Master Agreement) and Goods provided under this Agreement. Notwithstanding the foregoing, Contractor shall not be responsible for (i) improper installation of goods by City; or (ii) any breach of an express product warranty issued by City to a customer or end user of any of the goods that exceeds either the scope of the manufacturers' express warranties or such other warranties set forth in the applicable, governing agreement or agreed to by Contractor in writing

14. Associates and Subcontractors. Contractor shall perform all obligations under this Agreement directly and shall not engage any subcontractors, associates, or consultants without the prior written consent of City.

15. Contractor Obligations.

15.01 Contractor is solely responsible for all taxes, withholdings, and similar obligations arising from compensation under this Agreement and shall indemnify City for failure to comply.

15.02 Contractor represents it holds all licenses required to sell and deliver the Goods.

15.03 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.

15.04 Contractor shall comply with all applicable federal, state, and local laws applicable to the manufacture, sale, and delivery.

15.05 Intentionally Omitted.

16. Status of Contractor.

16.01 Contractor is and shall at all times remain an independent contractor, and not an officer, employee, partner, or agent of City. Contractor shall control the manner and means of performing its obligations under this Agreement, subject to the requirements of this Agreement and any applicable Transaction Document.

16.02 Neither Contractor nor any of its employees, agents, subcontractors, or representatives is entitled to any salary, wages, or other rights or benefits afforded to City's employees, including disability insurance, unemployment insurance, workers' compensation from City, retirement benefits, CalPERS benefits, medical insurance, sick leave, vacation, or any other employment-related benefit. Contractor is solely responsible for all compensation, payroll taxes, withholdings, insurance, permits, licenses, and other statutory or contractual obligations relating to its personnel.

16.03 Contractor represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its state of formation, to the extent applicable; (b) it has all necessary rights, power, and authority to enter into and perform this Agreement and any applicable Transaction Document; and (c) the individual signing this Agreement on behalf of Contractor has full legal authority to bind Contractor to this Agreement.

17. Audit.

17.01 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 this Agreement, 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.

17.02 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.

18. Miscellaneous Provisions.

18.01 This Agreement, together with all exhibits and any applicable Transaction Documents, constitutes the entire agreement between the parties with respect to the purchase and sale of Goods and any incidental services and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether oral or written. This Agreement may be amended only by a written document signed by authorized representatives of both parties. Notwithstanding the foregoing, individual transactions may be supplemented or modified through a Transaction Document in accordance with Section 7 of this Agreement.

18.02 Contractor shall not assign, delegate, or otherwise transfer this Agreement, or any interest herein, without the prior written consent of City, which shall not be unreasonably withheld. Any attempted assignment without such consent shall be void. No assignment shall relieve Contractor of any obligation under this Agreement unless expressly stated in a written consent by City.

18.03 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.

18.04 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.

18.05 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.

18.06 Contractor represents that it has no present interest, and agrees not to acquire any interest, direct or indirect, that would conflict in any manner with its performance under this Agreement. Contractor shall not employ any person having such a conflict.

18.07 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.

18.08 Improper Consideration. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, incidental 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.

18.09 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.

18.10 Prevailing Wages. Not applicable to the extent this Agreement is limited to the purchase and delivery of Goods only. To the extent any services constituting "public works" under California law are authorized in a Transaction Document, Contractor shall comply with all applicable prevailing wage requirements.

18.11 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.

18.12 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 Goods 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.

18.13 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.

18.14 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.

18.15 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.

18.16 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.

18.17 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 performance of the other.

18.18 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.

18.19 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.

18.20 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 addressed as follows:

To City:
City of Banning
Attn: City Manager
99 East Ramsey Street
Banning, California 92220

To Contractor:
AutoZone Parts, Inc.
Attn: Senior Vice President- Commercial VP
123 S Front St Department 9001
Memphis, TN 38103 .

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 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.

18.21 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.

18.22 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:

AUTOZONE PARTS, INC.

By:_____

Print Name: Duane Findley

Date: Sep 8, 2026

By:_____

Print Name: Ken Jaycox

Date: Sep 8, 2026

AZ Legal Approver AT

EXHIBIT "A"

MASTER AGREEMENT #100124 CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: AutoZone Parts, Inc.

[ATTACHED BELOW]

EXHIBIT "B"
CERTIFICATES OF INSURANCE

[ATTACHED BELOW]

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MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: AutoZone Parts, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and AutoZone Parts, Inc., 123 S. Front St., Memphis, TN 38103 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

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laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal

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Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

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Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

    A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

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6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Notwithstanding the foregoing, Supplier shall not be responsible for (i) improper installation of goods by a Participating Entity; or (ii) any breach of an express product warranty issued by a Participating Entity to a customer or end user of any of the goods that exceeds either the scope of the manufacturers' express warranties or such other warranties set forth in the applicable, governing agreement or agreed to by Supplier in writing. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's name and logo in advertising, promotional materials, and informational sites strictly for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship; however, prior review and approval of any and all materials produced by a Permitted Sublicensee shall be required of the party whose trademarks, name and/or logo are being used before publication. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	AutoZone Parts, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Omar Gomez 3F329D9CB9204C1...
By: _____	_____
Jeremy Schwartz	
Title: Chief Procurement Officer	Title: VP, Commercial
Date: 2/12/2025 | 12:55 PM CST	Date: 2/5/2025 | 5:37:43 PM CST
	Signed by: Ken Jaycox 28AFFF44CB1C462...
	SVP, Commercial
	2/6/2025 | 9:08:34 AM CST

AZ Legal Approval: DS

RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	AutoZone Parts, Inc.
Does your company conduct business under any other name? If yes, please state:	Tennessee
Address:	123 S. Front Street Memphis, TN. 38103
Contact:	Shant Aslan
Email:	shant.aslan@autozone.com
Phone:	310-901-1751
Fax:	310-901-1751
HST#:	660557319

Submission Details

Created On:	Friday August 23, 2024 12:33:48
Submitted On:	Friday September 27, 2024 17:05:06
Submitted By:	Shant Aslan
Email:	shant.aslan@autozone.com
Transaction #:	6e39867b-45ec-426e-9c04-b7dde56d3637
Submitter's IP Address:	172.114.132.147

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	AutoZone Parts Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	AutoZone does not have any D.B.A.'s or authorized affiliates.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	AutoZone Parts Inc. is not registered in SAM.	*
5	Provide your NAICS code applicable to Solutions proposed.	441310	
6	Proposer Physical Address:	AutoZone Parts Inc. 123 S. Front St. Memphis TN 38103	*
7	Proposer website address (or addresses):	https://www.autozone.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Abraham, Strategic Account Development Manager, 123 S. Front St Memphis, TN 38103. Brian.abraham@autozone.com 602-758-5381 Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Abraham, Strategic Account Development Manager, 123 S. Front St Memphis, TN 38103. Brian.abraham@autozone.com 602-758-5381 Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	AutoZone is the leading retailer and distributor of automotive replacement parts and accessories in the Americas. Each store carries an extensive product line for cars, sport utility vehicles, vans and light duty trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. The majority of stores have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations, fleet owners and other accounts. AutoZone also sells automotive hard parts, maintenance items, accessories and non-automotive products through www.autozone.com, and our commercial customers can make purchases through www.autozonepro.com. Additionally, we sell the ALLDATA brand of automotive diagnostic, repair, collision and shop management software through www.alldata.com. We also provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation services.	*
12	What are your company's expectations in the event of an award?	Continue to grow AutoZone's footprint in the Public Sector space by providing great customer service to all Sourcewell Participating Affiliates.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	YTD Third Quarter FY 2024 in millions (excluding EPS and percentages) May 4, 2024 May 6, 2023 B/(W) Net Sales $ 12,285 $ 11,767 4.4% Gross Margin 53.4% 51.6% 180 bps (2) Operating Expense Ratio 33.1% 32.5% (65 bps) Operating Profit (EBIT) $ 2,492 $ 2,251 10.7% Operating (EBIT) Margin 20.3% 19.1% 115 bps (2) Interest $ 298 $ 198 (51.0%) Tax Rate 19.8% 19.0% (76 bps) Net Income $ 1,760 $ 1,664 5.8% (2) Diluted Shares 17.9 19.3 7.1% Diluted EPS $ 98.11 $ 86.10 14.0% (2) (1) Same Store Sales are based on sales for all stores open at least one year. Constant Currency same store sales exclude the impact of fluctuations of foreign currency exchange rates by converting both the current year and prior year international results at the prior year foreign currency exchange rate. (2) Includes $40 million non-cash LIFO benefit, pre-tax, for the 36 weeks ended May 4, 2024 and $74 million non-cash LIFO charge, pre-tax for the 36 weeks ended May 6, 2023	*
14	What is your US market share for the Solutions that you are proposing?	Currently AutoZone's market share is 4%+ in the Commercial aftermarket.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Currently AutoZone operates in the U.S., Mexico, and Brazil.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	AutoZone has approximately 7,000 retail stores and 120,000 employees throughout the world and periodically receives notice of filed lawsuits in the ordinary course of business. Any material litigation can be found in AutoZone's public filings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	AutoZone Parts Inc is primarily a distributor/dealer/reseller.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Please see uploaded AutoZone ESG report.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	AutoZone does not have any debarment or suspension actions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Please see uploaded AutoZone ESG report.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Combined government and educational sales are ~4% for the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Combined government and educational sales are ~ 4%.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	AutoZone has been awarded purchasing agreements with OMNIA Partners, Buyboard, E&I Cooperative, State of VA, NV, AR, MS, OK.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently there are none.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Arkansas	John Leverett, State Procurement	501-683-2222	*
State of Mississippi	Billy Beard, Director, Fleet Management	601-359-5171	*
City of Anaheim	Maria Rodriguez, Buyer	714-765-5218	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	The contract will be marketed through AutoZone's sales force, RCSMs "Regional Commercial Sales Managers", TSMs "Territory Sales Manager" through in person sales calls and our commercial store staff through outbound sales call campaign. We will also utilize AutoZone's Commercial Sales Call Center (outbound calls). All active existing Sourcewell member customers in our portfolio will be segmented and visited by our outside sales force for immediate follow-up. The contract will be marketed through ALLDATA's sales force, Regional Sales Managers and Business Solutions Managers (Field and Inside Team) through outbound sales calls and live appoints/visits. We will also utilize AutoZone's Commercial Sales Call Center (outbound calls).	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	AutoZone has over 7,000+ company owned stores servicing all 50 States, Alaska, Hawaii, and Puerto Rico. Provide participating agencies with a hot-shot delivery program allowing locations the ability to acquire Goods from AutoZone via ordering by phone and/or on-line atwww.autozonepro.com. The Hot Shot program is intended to provide locations with Goods needed to perform repair work at the location that has placed the order; however, the Hot Shot Program is not intended to be a supply chain inventory replenishment program. Provide hot-shot delivery service based upon the schedule below for normal store stocked items: AutoZone will utilize our fleet of vehicles to deliver parts to specific location within the agency. AutoZone will utilize all sister stores, hub, and Mega Hub locations to maximize product availability and prompt delivery.	*

28	Service force.	In addition, we have dedicated commercial staff to offer additional support where needed. Regional Manager, Regional Commercial Sales Manager, Territory Sales Manager, Commercial Sales Manager, District Managers and Store Managers all align on customers' needs to ensure complete satisfaction. AutoZone does not use resellers or subcontractors. AutoZone, and potentially ALLDATA (an AutoZone company) will fulfill the requirements.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each location will be provided with direct phone numbers to their respective AutoZone Commercial store department. Each AutoZone Commercial department is staffed with AutoZone Commercial members dedicated to servicing our Commercial customers through direct on-demand delivery or will call processed orders. Additionally, each location will be provided with AutoZonepro.com login credentials to view and order real time availability and pricing.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Each AutoZone store manages their Customer Service providing real time solutions. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store hours can vary, but, as a general rule, AutoZone stores are open 7 days a week, from 8am – 5pm. In addition, AutoZone's Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options. Autozonepro.com is available 24 hours and may provide additional assistance in problem resolution.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are committed to providing Sourcewell participating entities with fast, reliable, service along with strong communication to help ensure quick turnaround for each order placed.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	AutoZone operates in the U.S., Mexico, and Brazil.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	AutoZone operates in all 50 U.S. states. Currently there is no presence in Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Participating Entities will have full access to the AutoZone program.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	AutoZone Parts Inc does not have any specific requirements or restrictions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	AutoZone Parts Inc will extend the Master Service Agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	AutoZone will conduct the following A. AutoZone has 7 Divisions. The first communication would take place via Microsoft TEAMS conference calls to each of the Division's personnel. B. An announcement will be published on an AutoZone store communication informing all AutoZone employees of the award and the program for participating agencies. C. An announcement and program deal will be posted on the AutoZone intranet for all employees to access. D. AutoZone's Regional Business Development Managers would be trained and serve as Sourcewell members trainers for each of their Regions. E. An internal launch plan will be created and executed with the AutoZone sales force. F. A co-branded press release within the first 30 days. G. Announcement of award through any applicable social media sites. H. Advertisement of contract in our company Tune-In publication. I. Ongoing Sourcewell members Training for all 60 AutoZone regions on new contract award and cooperative benefits. J. Sourcewell connect portal training with our National Account Business Development team "RBDMs" (Regional Business Development Managers) K. Conduct a quarterly dedicated companywide Public Sector/ Sourcewell members focus activity (One quarter in 2022). L. Dedicated Sourcewell members internet web-based homepage with: a. Sourcewell members / AutoZone Logos b. Link to Sourcewell members website c. Summary of contract and services offered d. Due Diligence Documents including, copy of solicitation, copy of contract and any amendments, marketing materials ALLDATA will conduct the following A. ALLDATA has 11 Regions. The first communication will take place via Microsoft TEAMS conference call to all regions to discuss the contract award and cooperative benefits. B. A co-branded press release within the first 30 days or inclusion with AutoZone's press release. C. Dedicated campaign communication to ALLDATA's 105 Business Solutions Managers "BSMs" twice yearly. D. Information page on ALLDATAs internal portal with details of the program for visibility and reference. E. Collaborative training with AutoZone when possible. F. Sourcewell members Connect portal training with Regional Sales Managers. G. Participate in Sourcewell members Partners focus activities with AutoZone . H. Dedicated Sourcewell members Partners internet web-based link with: a) Sourcewell members Partners/ALLDATA logos b) Link to Sourcewell members Partners website c) Summary of ALLDATA portion of the contract	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	AutoZone works to utilize social media platforms to expand our marketing presence throughout various countries across the globe. AutoZone's marketing department works tirelessly to publish regular, engaging posts for certain purposes such as (i) highlighting automotive parts (e.g., Duralast) and (ii) sharing current deals we are running in our stores. We at AutoZone know that two-way communication is vital as it is one our values to Put Customers First, so we keep that same mentality alive through social media posts as well by addressing client inquiries about products and/or services. AutoZone aims to share diverse content in order to obtain and retain customers, and ultimate drive traffic to AutoZone's website; and we also strive for exceptional performance as it stems from access and use our website, so we are continuously working to improve our customers experience by asking for feedback."	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our request would be that Sourcewell Participating Entities be informed of the AutoZone preferred vendor status through the Sourcewell portal. Additionally, direct communication to the Participating Entities announcing AutoZone as a preferred vendor.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	AutoZone provides on-line ordering through its commercial website Autozonepro.com. AutoZone can also integrate with a third-party system via a CXML request into AutoZonePro via a Punchout solution or via a direct API integration with our ordering and catalog services. The punchout solution requires less development and give the user the AutoZonePro experience within the 3rd party system. The direct API integration leverages AutoZone's ordering and catalog services to retrieve the necessary information for customers to utilize for completing orders within the 3rd party system. This requires more development on the customer's end because of how the catalog and orders are displayed would have to be developed for showing in the 3rd party system. AutoZone provides on-line ordering through our www.autozonepro.com portal, agencies will have the ability to view products images and specifications, place orders, view orders, access catalogs, and participate in promotions.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	E. Technician Training: Online/On-Demand subscription-based training • More than 125 topics available o Includes Bilingual courses • Cost < $1 per day • Average 50 minute per course • Modules build around real-world case studies • Topics range from ASE Certification Prep to major vehicle systems, including modern diagnostics, fuel systems, ignition, computer controls, and more • New courses are continually being added • Developed by industry leaders and are led by ASE Master Certified, factory-trained instructors • Certificates are available for each course Virtual Training • Courses cover a wide variety of topics and experience levels • Technical and Shop Management Training available • Training courses are developed by industry leaders and are led by ASE Master Certified, factory-trained instructors • Manuals or downloadable printouts and certificates are available for each course • Opportunities to schedule Agency exclusive events to support specific topics and scheduling • View our upcoming Virtual Training Schedule: https://info.autozonepro.com/acton/fs/blocks/showLandingPage/a/39729/p/p-001a/t/page/fm/0 2019 AutoZone coordinated more than 200 training seminars. AutoZone also conducted and maintained the number of training seminars during 2020 and 2021 despite COVID challenges virtually. Agency technicians can be invited to attend training seminars when a seminar is in the agency's area. Although in most situations face-to-face interaction is preferred, our training partners quickly identified opportunities to engage the attendees. Also, the virtual platform allows us to reach a larger audience since location is no longer a factor.	*
42	Describe any technological advances that your proposed Solutions offer.	AutoZone has a host of modern solutions to make it easy to do business with us. Our solutions include our commercial website www.autozonepro.com, AutoZonePro mobile app, our ability to integrate directly with your ERP or Procurement system via a punchout or a direct integration with your management system. These applications allow parts lookup with real time availability and pricing and the ability to send the order to our stores for instant fulfillment or delivery.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Please see uploaded AutoZone ESG report.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see uploaded AutoZone ESG report.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	A. Largest all company-owned store footprint in the USA B. Management, Vision, Execution C. Supply chain, Systems, Inventory D. Organizational hierarchy E. Company owned and operated fleet to service customers with “Hot Shot” delivery F. Technology investment to provide the most current repair information with ALLDATA G. Duralast the #1 brand for professional technicians AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the Americas. Each AutoZone store carries an extensive product line for cars, sport utility vehicles, vans and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Many stores also have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations and public sector accounts. We also have commercial programs in Mexico and Brazil. AutoZone also sells the ALLDATA brand diagnostic and repair software through www.alldata.com and www.alldatadiy.com. Additionally, we sell automotive hard parts, maintenance items, accessories, and non-automotive products through www.autozone.com and our commercial customers can make purchases through www.autozonepro.com. We also provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation. AutoZone owns more than 7,500 locations (no franchises or independents) and has more than 120,000 employees. ALLDATA is the industry’s #1 choice for unedited mechanical and collision OEM repair information, diagnostic tools, shop management software, and support services, trusted by more than 400,000 technicians in over 115,000 shops worldwide. Reporting Capabilities AutoZone prides itself on capturing data and reporting data in an easy-to-read format. Reporting is typically published quarterly but could be made available monthly. AutoZone has a plethora of reports available to Public Sector partners, and customization is also an option, when a standard report doesn’t suffice. It’s not uncommon for Public Sector partners to consider reporting requests as ad hoc, when the reports are standardized reports in the AutoZone-world. However, AutoZone is very flexible when it comes to providing value to its partners, through customized reporting, or other means. Project Staffing and Organization AutoZone has a single point-of-contact for Public Sector Business in sales and account receivables. In addition, we have dedicated commercial staff to offer additional support where needed. Regional Manager, Regional Commercial Sales Manager, Territory Sales Manager, Commercial Sales Manager, District Managers and Store Managers all align on customers’ needs to ensure complete satisfaction. AutoZone does not use resellers or subcontractors. AutoZone, and potentially ALLDATA (an AutoZone company) will fulfill the requirements. Quality Control (QC) and Quality Assurance (QA) AutoZone offers one of the best warranties and labor claim reimbursement policies in the entire industry. AutoZone is able to offer these incredible programs, because of the high-quality of AutoZone product. As the largest aftermarket provider in the industry, AutoZone could not afford to offer inferior product quality. Rest assured . . . when AutoZone parts are installed, there’s a high comfort-level.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Sourcewell members will be offered a 30-day billing term. A. AZPRO Bill Pay – Credit Card/Electronic Check B. ACH/Single Use Credit Card C. Checks	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	AutoZone will offer our standard loan a tool program option to all Sourcewell participating agencies. The agency puts down a deposit to borrow a tool and receives the deposit back when the tool is returned in good condition. AutoZone will offer our standard Equipment leasing and financing option to all Sourcewell participating agencies through a 3rd party.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	AutoZone would work with each entity independently if there are any additional documents that may be required.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	AutoZone can accept P-Card payment transactions at no additional cost to Sourcewell or Sourcewell Participating Entities.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Parts catalog and pricing available through www.autozonepro.com with valid username and password. All categories set at 50% off as published on www.autozonepro.com AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Parts catalog and pricing available through www.autozonepro.com with valid username and password. All categories set at 50% off list as published on www.autozonepro.com AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	AutoZone offers special buy deals advertised on www.autozonepro.com and through delivered advertising. AutoZone offers additional discounts for stocking items on selected categories.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Outside Buy’s are communicated on submitted requests	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be additional freight or shipping charges.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Additional freight charges may occur with the purchase and shipping of large shop equipment. Examples would be product that would be vehicle hoists, brake lathes, alignment rack, etc.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	AutoZone operates in Hawaii and Alaska. These locations would be eligible for our normal services provided for the Sourcewell Participating Entities.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	AutoZone will provide just in time delivery program. Distance From Servicing AutoZone — Delivery Time from Order Acceptance 0-3 Miles — 30 minutes or less 3-5 Miles — 45 minutes or less 5-15 Miles — 90 minutes or less 15+ Miles — Scheduled delivery as agreed by both parties AutoZone utilizes the latest technology to record timing of each delivery	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Each Sourcewell Participating Entity will have their unique AutoZone account number (PIN). These PINs will be created as Child accounts that will roll up to a Sourcewell Parent reporting PIN used specifically for any sales reporting. All PINs will be attached to the Sourcewell Parent hierarchy pricing program and eligible for all Sourcewell pricing.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Weekly sales reporting will be created tracking sales by location and a roll up to the Sourcewell Parent reporting PIN. Business Reviews will be held quarterly identifying each location and a total sales by category.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	AutoZone will provide a 2% Administrative Fee to Sourcewell.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	All public sector agencies in the cooperative will receive our most aggressive national account pricing for Sourcewell members, 50% off list as published on www.autozonepro.com	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Each AutoZone store manages their Customer Service providing real time solutions. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store hours can vary, but, as a general rule, AutoZone stores are open 7 days a week, from 8am – 5pm. In addition, AutoZone's Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options. Autozonepro.com is available 24 hours and may provide additional assistance in problem resolution.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	AutoZone can help suppoer ALLDATA, Training initiatives, and Third-party integrations.	*

Table 8B: Depth and Breadth of Offered Solutions

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
75	Automotive bearings (wheel, roller ball, etc.)	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
76	Automotive belts, hoses, gaskets, and seals	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	(•) Yes ( ) No		
79	Exhaust systems and emission parts	(•) Yes ( ) No		
80	Engine and drive train (Internal Combustion Engine)	(•) Yes ( ) No		
81	Engine and drive train (Hybrid, EV, etc.)	(•) Yes ( ) No		
82	Engine heating and cooling	(•) Yes ( ) No		
83	Filters (oil, fuel, air, transmission, etc.)	(•) Yes ( ) No		
84	Oils and lubricants (regular, synthetic, blend)	(•) Yes ( ) No		
85	Pumps (fuel, fluids, water, etc.)	(•) Yes ( ) No		
86	Safety and security systems	(•) Yes ( ) No		
87	Vehicle interior/exterior parts and accessories	(•) Yes ( ) No		
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	(•) Yes ( ) No		
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	(•) Yes ( ) No		
90	Control systems components (transmission, differential, traction, etc.)	(•) Yes ( ) No		
91	Windshield (wipers and windshield washer components)	(•) Yes ( ) No		
92	Vehicle paint and primer	(•) Yes ( ) No		
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	(•) Yes ( ) No		

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Copy of Automotive Parts Equipment Discount Spreadsheet_SA.xlsx - Friday September 20, 2024 18:00:04
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Sourcewell_RFP_100124_Master_Agreement_Redlines 8.30.24 final.docx - Friday September 20, 2024 16:48:41
- Upload Additional Document - AutoZone_2024_ESG_Report (1).pdf - Wednesday September 25, 2024 20:59:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shant Aslan, National Business Development Manager, AutoZone Parts, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Jim Steffens, Power Resources Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution 2026-136 Approving the City of Banning Electric Utility's Power Source Disclosure Annual Report and Power Content Label for Calendar Year 2025**

STAFF RECOMMENDATION:

Adopt Resolution 2026-136

BACKGROUND:

On October 11, 2009, Governor Arnold Schwarzenegger signed California State Assembly Bill 162 ("AB 162"), which amended the Power Content Label reporting requirements originally set forth in Senate Bill 1305. The amendments changed the reporting requirements from quarterly to annual, and required that electric utilities report actual power content information instead of projected.

The information must be provided to the utility's customers through either printed or electronic means, including posting it on the City's website. The utility will provide it by posting an electronic copy of the Power Content Label on the City's website.

The California Energy Commission (CEC), which has oversight authority for this requirement, has stated that the governing body of each locally owned public utility must approve both the Power Source Disclosure Annual Report and the annual Power Content Label for the utility(s) under its jurisdiction. Therefore, Staff is requesting that the City Council approve Resolution 2026-136, accepting both the City of Banning Electric Utility's Power Source Disclosure Annual Report, attached herewith as Exhibit "A", and the City of Banning Electric Utility's Power Content Label, attached herewith as Exhibit "B".

JUSTIFICATION:

AB 162 requires that all load serving electric utilities develop and provide to its customers on an annual basis an approved Power Content Label. The Power Content Label shows the percentages of each type of energy resources that are used to serve an electric utility's customers. The regulation was amended beginning in calendar year 2019, requiring the governing body of each locally owned public utility to approve both the Power Source Disclosure Annual Report and the Power Content Label.

FISCAL IMPACT:

There is no fiscal impact in the adoption of Resolution 2026-136.

ATTACHMENTS:

1. 2026-136_Resolution_PCL.docx

2. Resolution 2026-136 Exhibit A v2.pdf
3. Resolution 2026-136 Exhibit B.pdf

RESOLUTION 2026-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE CITY OF BANNING ELECTRIC UTILITY'S POWER SOURCE DISCLOSURE ANNUAL REPORT AND POWER CONTENT LABEL FOR CALENDAR YEAR 2025

WHEREAS, the City of Banning owns and operates its own Municipal Electric Utility; and

WHEREAS, California State Senate Bill 1305 and Assembly Bill 162 have certain reporting requirements pertaining to electric utility Power Source Disclosure Annual Report and Power Content Labels; and

WHEREAS, the Banning Electric Utility ("Utility") is subject to these reporting requirements; and

WHEREAS, the California Energy Commission, which has oversight authority for this requirement, has stated that the governing body of each locally owned public utility must approve both the Power Source Disclosure Annual Report and the Power Content Label for the utility(s) under its jurisdiction.

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

SECTION 1. The City Council approves Resolution 2026-136, approving both the Utility's Power Source Disclosure Annual Report and the Power Content Label for Calendar Year 2025, attached herewith as Exhibit "A" and Exhibit "B".

SECTION 2. The City Council authorizes the Electric Utility Deputy Director, or his or her designee, to disseminate the information included on the Power Content Label to the Utility's customers in compliance with the requirements of Senate Bill 1305 and Assembly Bill 162.

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

PASSED, APPROVED AND ADOPTED this 13th day of October 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 2026-136, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Power Source Disclosure Annual Report

EXHIBIT B
Power Content Label

2025 POWER SOURCE DISCLOSURE ANNUAL REPORT

For the Year Ending December 31, 2025

GENERAL INSTRUCTIONS

Retail suppliers are required to use the posted template and are not allowed to make edits to this format.
Please complete the Retail Supplier Name and contact information in column B below.

RETAIL SUPPLIER NAME	City of Banning
CONTACT INFORMATION	
NAME	Jim Steffens
TITLE	Power Resources Manager
MAILING ADDRESS	176 E. Lincoln Street
CITY, STATE, ZIP	Banning, CA 92220
PHONE	951-922-3266
EMAIL	jsteffens@banningca.gov
WEBSITE URL FOR PCL POSTING	https://www.ci.banning.ca.us/DocumentCenter/View/224/PowerContentLabel_2015_Annual

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the

California Energy Commission's website.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

Version: April 2026

Instructions

1. Enter electricity portfolio names in cells Q27-V27, as needed.
2. Enter the megawatt hours (MWh) of retail sales associated with electricity portfolios in cells Q25-V25, as needed, and the MWh associated with other end uses in cell W25.
3. In the table beginning with cell A28, enter information about all specified purchases. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.
4. Default loss factors will auto-populate based on resource location. Enter a custom loss factor if applicable. All custom loss factors require additional documentation.
5. If a resource's losses are covered by the generation seller under contract, select "Yes" in the relevant cell in column M: "Specified Losses Covered by Seller?"
6. For firmed-&-shaped procurements specifically, enter all fields from step 3. Additionally, enter the EIA ID of the substitute power in the "EIA ID of Delivered Energy" field.
7. For firmed-&-shaped procurements eligible for grandfathered GHG emissions, select "Yes" in the relevant field in column L: "Eligible for Firmed & Shaped Grandfathering?"
8. Proxy EIA IDs for unspecified power and specified system mixes from asset-controlling suppliers have been provided. Enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable.
9. Proxy EIA IDs for aggregated reporting of WAPA CVP or PCIA resources have been provided. Enter "CVP", "PCIA Solar", "PCIA Wind", "PCIA Eligible Hydro", or "PCIA Large Hydro" as applicable.
10. Only unspecified imports purchased directly from a seller under contract or ACS unspecified power procurements must be entered as line items; any additional unspecified power is calculated automatically in individual electricity portfolio tables after all specified resources are allocated.
11. Allocate net MWhs procured to each electricity portfolio until the loads are balanced across each portfolio. If the total Net MWhs Procured exceeds the total retail sales of all portfolios, allocate only enough MWh to meet the retail sales of each portfolio.
12. If electricity portfolio loads are balanced and net MWhs remain, allocate net MWhs to cover losses in the column starting with cell X28. This will add new losses, resulting in a new net short of unmet load in Cell X26. For retail suppliers that want to cover 100% of their loss-adjusted load with specified procurements, continue allocating specified procurement in Column X until Cell X26 shows no unmet load.

Power Sources and Emissions
Retail Sales, Other End Uses, Losses (MWh)
Total Net Specified (MWh)
Biomass & Biogas
Geothermal
Eligible Hydroelectric
Solar
Wind
Large Hydroelectric
Nuclear
Emerging Technologies
Other
Natural Gas
Coal & Petroleum
Unspecified Power - ACS
Unspecified Power - Direct Import
Unspecified Power - Spot Market
Unspecified Power - Total
Unspecified GHGs (MT CO_2e)*
Specified GHGs (MT CO_2e)
Total GHGs (MT CO_2e)*
GHG Emissions Intensity (MT CO_2e/MWh)*
PCL Emissions Intensity (lbs CO_2e/MWh)*
Retail Sales, Other End Uses, Specified Losses
Unmet Load (MWh)

Facility Name	Fuel Type	State or Province	WREGIS ID of REC Source	RPS ID of REC Source	EIA ID of Delivered Energy	Loss Factor	Gross MWhs Procured	Specified Resales MWhs	Net MWhs Procured	Firmed & Shaped Resource?	Eligible for Firmed & Shaped Grandfathering?	Specified Losses Covered by Seller?	Total EF (MT CO_2e/MWh)	Total GHGs	PCL EF (MT CO_2e/MWh)
RE Astoria 2	Solar	CA	W4931	62691A	59977	0.044	15,445	-	15,445				0.0000	-	0.0000
Puente Hills Landfill Gas-to-Energy Facility	Biomass & Biogas	CA	W448	60290A	10472	0.044	33,374	27,686	5,688				0.6306	3,587	0.0035
Coso Energy Developers (BLM West)	Geothermal	CA	W748	60322A	10875	0.044	3,226	-	3,226				0.3969	1,280	0.0000
Coso Energy Developers (BLM East)	Geothermal	CA	W460	60322A	10875	0.044	52,411	27,314	25,097				0.3969	9,961	0.0000
Coso Finance Partners (Navy I)	Geothermal	CA	W453	60309A	10873	0.044	5,015	-	5,015				0.1367	686	0.0000
Palo Verde Nuclear Generating Station	Nuclear	Arizona			6008	0.066	18,383	-	18,383				0.0000	-	0.0000
Hoover Dam Uprating	Large Hydroelectric	Arizona/Nevada border			154	0.066	1,152	-	1,152				0.0000	-	0.0000

Resource and GHG Allocations

*indicates GHG figures are preliminary until the calculation of the annual unspecified power emissions factor

Electric Utility	Electricity Portfolio Name 2	Electricity Portfolio Name 3	Electricity Portfolio Name 4	Electricity Portfolio Name 5	Electricity Portfolio Name 6	Other End Uses	Losses
151,895	-	-	-	-	-	-	7,087
74,006	-	-	-	-	-	-	-
5,688	-	-	-	-	-	-	-
33,338	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
15,445	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
1,152	-	-	-	-	-	-	-
18,383	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
77,889	-	-	-	-	-	-	7,087
77,889	-	-	-	-	-	-	7,087
33,336	-	-	-	-	-	-	3,033
20	-	-	-	-	-	-	-
33,356	-	-	-	-	-	-	3,033
0.220	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	-
484	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	-
151,895							3,670
77,889	-	-	-	-	-	-	3,670

Checks	Status
Portfolio and other end use allocations	COMPLETE
Specified resources allocated	COMPLETE
Coal allocated	COMPLETE
Oversupply not negative	COMPLETE

Electric Utility	Electricity Portfolio Name 2	Electricity Portfolio Name 3	Electricity Portfolio Name 4	Electricity Portfolio Name 5	Electricity Portfolio Name 6	Other End Uses	Specified Procurement Covering Losses	Total Specified Losses	Remainder/Oversupply
15,445								675	-
5,688								249	-
3,226								141	-
25,097								1,097	-
5,015								219	-
18,383								1,213	-
1,152								76	-

PCL GHG Allocations (MT CO_2e)

Facility Name	Electric Utility	Electricity Portfolio Name 2
RE Astoria 2	-	-
Puente Hills Landfill Gas-to-Energy Facility	20	-
Coso Energy Developers (BLM West)	-	-
Coso Energy Developers (BLM East)	-	-
Coso Finance Partners (Navy I)	-	-
Palo Verde Nuclear Generating Station	-	-
Hoover Dam Uprating	-	-

Electricity Portfolio Name 3	Electricity Portfolio Name 4	Electricity Portfolio Name 5	Electricity Portfolio Name 6	Other End Uses PCL GHGs	Specified Procurement Covering Losses PCL GHGs
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

Oversupply

Facility Name	Fuel Type	Net Procurement	Oversupply Losses	Annual PCL GHGs (MT CO_2e)
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

2025 PCL Data*							
Emissions, Power Sources, Unbundled RECs	**Electric Utility**	**Electricity Portfolio Name 2**	**Electricity Portfolio Name 3**	**Electricity Portfolio Name 4**	**Electricity Portfolio Name 5**	**Electricity Portfolio Name 6**	**Total Loss-Adjusted Load**
Retail Sales and Loss-Adjusted Load	151,895	0	0	0	0	0	158,982
GHG Emissions Intensity (lbs CO_2e/MWh)	**484**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**505**
■ **Renewables and Zero-Carbon Resources**	**49%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**47%**
■ **Fossil Fuels**	**51%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**53%**
Biomass & Biogas	4%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4%
Geothermal	22%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	21%
Eligible Hydroelectric	0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%
Solar	10%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	10%
Wind	0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%
RPS Eligible Renewables - Subtotal	**36%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**34%**
Large Hydroelectric	**1%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**1%**
Nuclear	**12%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**12%**
Emerging Technologies	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Other	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Natural Gas	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Coal & Petroleum	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Unspecified Power - Total	**51%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**53%**
Retail Sales Covered by Retired Unbundled RECs	0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-

*NOTE: The figures above are preliminary.

Staff will calculate the GHG emissions factor and fuel mix breakdown (percentage derived from renewables and zero-carbon resources or fossil fuels) of unspecified power after data from all reporting entities is submit

Instructions

1. In the table starting in cell A13, select the appropriate retail portfolio from the drop-down list in column A and enter the Facility Name, Fuel Type, State or Province, RPS ID, and Total Retired Unbundled RECs (in MWh) for each facilit

TOTAL ALLOCATIONS	
Retail Portfolio	**Total Retired (in MWh)**
Electric Utility	0
Electricity Portfolio Name 2	0
Electricity Portfolio Name 3	0
Electricity Portfolio Name 4	0
Electricity Portfolio Name 5	0
Electricity Portfolio Name 6	0

RETIRED UNBUNDLED RECS

Retail Portfolio	Facility Name	Fuel Type	State or Province	RPS ID	Total Retired (in MWh)

2025 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM
For the Year Ending December 31, 2025
City of Banning

I, Jim Steffens, Power Resources Manager, declare under penalty of perjury, that the information provided in this report is true and correct and that I, as an authorized agent of City of Banning, have authority to submit this report on the retail supplier's behalf. I further declare that all of the electricity claimed as specified purchases as shown in this report was sold once and only once to retail customers.

Name: Jim Steffens
Representing (Retail Supplier): City of Banning
Signature: _____
Dated: 5-20-26
Executed at: Banning, CA

City of Banning
2025 Power Content Label

Emissions, Power Sources, Unbundled RECs	Electric Utility (Retail Sales)	City of Banning Total (Retail Sales, Other End Uses, & Losses)	CA Utility Average (Retail Sales, Other End Uses, & Losses)
Greenhouse Gas Emissions Intensity (lbs of CO_2e emitted per megawatt hour)	**524**	**546**	**384**
Renewables and Zero-Carbon Resources	**53%**	**51%**	**67%**
Fossil Fuels	**47%**	**49%**	**33%**
Biomass & Biogas	4%	4%	2%
Geothermal	22%	21%	5%
Eligible Hydroelectric	0%	0%	1%
Solar	10%	10%	25%
Wind	0%	0%	14%
RPS Eligible Renewables - Subtotal	**36%**	**34%**	**46%**
Large Hydroelectric	**1%**	**1%**	**10%**
Nuclear	**12%**	**12%**	**10%**
Emerging Technologies	**0%**	**0%**	**0%**
Other	**0%**	**0%**	**0%**
Natural Gas	**0%**	**0%**	**11%**
Coal & Petroleum	**0%**	**0%**	**2%**
Unspecified Power (92% fossil fuels)	**51%**	**53%**	**21%**
Total	**100%**	**100%**	**100%**
Retail sales covered by retired unbundled RECs	0%	N/A	N/A

- This label does not reflect compliance with the Renewables Portfolio Standard (RPS), which measures the use of tracking instruments called Renewable Energy Credits (RECs) over the course of multi-year compliance periods. RECs that are purchased separately from the renewable energy ("Unbundled RECs") can be used for RPS compliance, but they do not factor into the power mixes or GHG emissions intensities above.
- GHG intensity figures exclude biogenic CO_2 and emissions from geothermal sources and grandfathered imports of firmed-and-shaped energy. For detailed information about all GHG emissions from California's retail electricity suppliers, visit the CEC webpage at the link below.
- Unspecified power is electricity purchased from a genericized pool on the open market. In 2025, 92% of unspecified power came from fossil fuels (natural gas, coal, and petroleum) and 8% came from renewables and zero-carbon resources (RPS-eligible and other renewables, large hydroelectric, and nuclear).

City of Banning
https://www.ci.banning.ca.us/DocumentCenter/View/224/PowerContentLabel_2015_Annual

California Energy Commission - Power Source Disclosure
https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program/power-content-label

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Nate Smith, Development Services Director** **Art Vela, Director of Public Works**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution 2026-139, Approving Final Tract Map 39259-1 and Release the Map for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreement and Final Tract Map; Accept Faithful Performance and Labor Bonds for Public Improvements**

STAFF RECOMMENDATION:

Adopt Resolution 2026-139

BACKGROUND:

Tentative Tract Map (TTM) No. 39259-1 was approved by City Council on January 13, 2026 as Resolution 2026-03. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan.

The applicant has processed the Final Tract Map for portions of the approved Tentative Tract Map, as permitted by the Subdivision Map Act. Final Tract Map 39259-1 subdivides the 160.02-acre property into 6 large lots for future residential subdivision and 11 street and open space lots. This map creates lots for backbone infrastructure and does not authorize the creation of any single residential lot or for any residential construction without future mapping activities. The map is consistent with the approved Tentative Tract Map and Conditions of Approval.

JUSTIFICATION:

Final Tract Map 39259-1 was checked by the City's consulting surveyor and were found to be technically correct and conform to the requirements of the Subdivision Map Act. All Conditions of Approval required to be met prior to the recording have been met. The City Engineer has verified that the final maps are in substantial conformance with the approved TTM 39259.

FISCAL IMPACT:

There is no direct fiscal impact based on the approval of final maps. However, the recordation of the maps allows for the development of the project which will increase the assessed value of the properties resulting in an increase in property tax revenue. Additionally, the project will generate development impact fee revenues. The City's cost for processing the project will be offset by processing fees.

ATTACHMENTS:

1. Reso_2026-139.docx
2. Reso 2026-139 Exhibit A - FM39259-1.pdf

3. Reso 2026-139 Exhibit B - FM39259-1 SIA.pdf
4. TM 39259-1 Bonds.pdf
5. Resolution No. 2026-003.pdf

RESOLUTION 2026-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 39259-1; AUTHORIZING STAFF TO SIGN THE FINAL TRACT MAP AND SUBDIVISION IMPROVEMENT AGREEMENT; RELEASING THE FINAL MAP FOR RECORDATION; AND ACCEPTING THE PERFORMANCE AND LABOR AND MATERIAL BONDS FOR PUBLIC IMPROVMENTS

WHEREAS, Tentative Tract Map (TTM) No. 39259 was approved by City Council on January 13, 2026. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan; and

WHEREAS, Final Tract Map (FM) No. 39259-1 will subdivide approximately 160.02 acres of vacant land into 6 numbered lots and 11 lettered lots for streets and open space; and

WHEREAS, the property owner has signed a Subdivision Improvement Agreement and has submitted bonds to assure that the required improvements including street, sewer, water, and storm drain improvements are constructed; and

WHEREAS, the Final Tract Map (FM) No. 39259-1 have been deemed technically correct and that they conform to the requirements of the Subdivision Map Act and the City Engineer has verified that Final Map is in substantial conformance with the approved TTM 39259.

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

SECTION 1. The City Council approves FM 39259-1, copies of which is hereby attached as Exhibit "A" and made part of this Resolution.

SECTION 2. The City Council approves the execution of the Subdivision Improvement Agreement to be signed by the Mayor which is hereby attached as Exhibit "B" and made part of this resolution.

SECTION 3. The City Council accepts the performance and labor and material bonds and authorize staff to sign the final maps

SECTION 4. The City Council directs the Deputy City Clerk to transmit FM 39259-1 to the County Recorder of the County of Riverside for recordation.

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 13th day of October 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

By: Attorney's Name, Esq.
Slovak, Baron, Empey, Murphy & Pinkney

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-139, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Final Tract Map 39259-1

EXHIBIT B

Subdivision Improvement Agreement for Final Tract Map 39259-1

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS SUBDIVISON CONTAINS

NUMBERED LOTS:	6
LETTERED LOTS:	11
TOTAL LOTS:	17
GROSS AREA:	160.02 ACRES

TRACT NO. 39259-1

BEING A SUBDIVISION OF LOT 22, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, TOGETHER WITH LETTERED LOTS F, Q AND S, AND PORTIONS OF LETTERED LOTS D AND E, ALL OF TRACT NO. 35967, AS SHOWN BY MAP ON FILE IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — SEPTEMBER, 2025

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____ , 20 __
AT_____ M. IN BOOK _____ OF MAPS,
AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE CITY OF BANNING

NO. _____

FEE _____

PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. WE HEREBY DEDICATE TO THE CITY OF BANNING, LOT 'A' FOR STREET AND PUBLIC UTILITY PURPOSES.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3.0 FOOT WIDE, NON-EXCLUSIVE USE EASEMENTS LYING WITHIN LOTS B, C, D, E, AND J, ADJACENT TO LOT 'A', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 8.00 FOOT WIDE, NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. WE HEREBY DEDICATE TO THE CITY OF BANNING THE NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOTS 'C' AND 'J' FOR PUBLIC STORM DRAIN AND MAINTENANCE PURPOSES, AS SHOWN HEREON.
5. WE HEREBY DEDICATE TO THE CITY OF BANNING THE NON-EXCLUSIVE USE EASEMENTS LYING WITHIN LYING WITHIN LOTS 'C', 'H' AND 'J' FOR PUBLIC SEWER PURPOSES, AS SHOWN HEREON.
6. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT 'J' FOR PUBLIC SIDEWALK AND/OR TRAIL PURPOSES, AS SHOWN HEREON.
7. WE HEREBY DEDICATE TO THE CITY OF BANNING THE NON-EXCLUSIVE USE EASEMENT OVER LOTS 'H' AND 'I' FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.
8. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS 'D', 'F' AND 'G' FOR PUBLIC SIDEWALK AND/OR TRAIL PURPOSES.
9. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "F' AND 'G' FOR PUBLIC UTILITY PURPOSES.
10. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT 'I' FOR PUBLIC SIDEWALK PURPOSES, AS SHOWN HEREON.
11. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT 'I' FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.
12. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT 'J' FOR ACCESS, PARK AND VEHICLE PARKING PURPOSES.

WE ALSO HEREBY RESERVE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP:

1. LOTS 'B' THROUGH 'G', INCLUSIVE, FOR OPEN SPACE, LANDSCAPING AND MAINTENANCE PURPOSES.
2. LOTS 'H' AND 'I', FOR OPEN SPACE, PRIVATE TRAILS, LANDSCAPING AND MAINTENANCE PURPOSES.
3. LOT 'J', FOR PARK, VEHICLE PARKING, LANDSCAPE AND MAINTENACE PURPOSES.
4. LOTS 'H' AND 'I', FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.
5. LOT 'K' FOR RECREATION, LANDSCAPING AND MAINTENANCE PURPOSES.

TRI POINTE HOMES IE-SD, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS PARDEE HOMES, A CALIFORNIA CORPORATION

_____

NAME: MICHAEL C. TAYLOR
TITLE: DIVISION PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON_____ 20__, BEFORE ME,_____ , A NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

_____
SIGNATURE

_____
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ _____ .

DATED: _____ , 20____ .
MATTHEW JENNINGS, COUNTY TAX COLLECTOR
RIVERSIDE COUNTY, STATE OF CALIFORNIA

BY: _____ , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ , 20___ .

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR
RIVERSIDE COUNTY, STATE OF CALIFORNIA

BY: _____ , DEPUTY

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES IN JUNE, 2025. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: JUNE 29 , 2026 .

_____
DARYL J. CHRISTIAN L.S. 8554

PROFESSIONAL LAND SURVEYOR — DARYL J. CHRISTIAN — LS 8554 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 39259 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON JANUARY 27, 2026, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ , 20___ .

_____
NATHAN C. SMITH, RCE 74754
CITY ENGINEER, CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER — NATHAN C. SMITH — No. 74754 — CIVIL — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____ , 20___ .

_____
BY: ROBERT C. OLLERTON, PLS 7731
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA

PROFESSIONAL LAND SURVEYOR — ROBERT C. OLLERTON — 7731 — STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT STATEMENT

THE TENTATIVE MAP OF TRACT NO. 39259 WAS APPROVED BY THE CITY COUNCIL ON JANUARY 27, 2026.

DATED: _____

_____
MARK STAPLES
PLANNING MANAGER
CITY OF BANNING, CA

CITY ACCEPTANCE CERTIFICATE

I, VICKIE SELLERS, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ , 20 ____ , DULY APPROVED THE WITHIN SUBDIVISION, AND ACCEPTED ON BEHALF OF THE PUBLIC AS OFFERED FOR DEDICATION:

1. LOT 'A', FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT.
2. THE NON-EXCLUSIVE USE EASEMENTS LYING WITHIN LOTS 'B', 'C', 'D', 'E' AND 'J', ADJACENT TO LOT 'A', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PUPPOSES.
3. THE 8.0 FOOT WIDE NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. THE NON-EXCLUSIVE USE EASEMENTS LYING WITHIN LOTS 'C' AND 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC STORM DRAIN AND MAINTENANCE PURPOSES.
5. THE NON-EXCLUSIVE USE EASEMENTS LYING WITHIN LOTS 'C', 'H' AND 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC SEWER PURPOSES.
6. THE NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC SIDEWALK AND/OR TRAIL PURPOSES.
7. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS 'H' AND 'I', AS SHOWN HEREON. THE DEDICATION IS FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.
8. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS 'D', 'F' AND 'G'. THE DEDICATION IS FOR PUBLIC SIDEWALK AND/OR TRAIL PURPOSES.
9. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS 'F' AND 'G'. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
10. THE NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT 'I', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC SIDEWALK PURPOSES.
11. THE NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT 'I', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
12. THE NON-EXCLUSIVE USE EASEMENT OVER LOT 'J'. THE DEDICATION IS FOR ACCESS, PARK AND VEHICLE PARKING PURPOSES.

DATED: _____

BY: _____
VICKIE SELLERS, CITY CLERK
CITY OF BANNING, CA

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE FOLLOWING:

ALL EASEMENTS RIGHTS FOR ACCESS AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE CREATED BY THE RECORDATION OF TRACT NO. 35967, FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022, AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS, LYING WITHIN THE TRACT BOUNDARY, AND NOT SHOWN ON THIS MAP.

TRACT NO. 39259-1

BEING A SUBDIVISION OF LOT 22, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, TOGETHER WITH LETTERED LOTS F, Q AND S, AND PORTIONS OF LETTERED LOTS D AND E, ALL OF TRACT NO. 35967, AS SHOWN BY MAP ON FILE IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING SEPTEMBER, 2025

EASEMENT NOTES:

A RIGHT OF WAY FOR DITCHES AND CANALS IN FAVOR THE UNITED STATES OF AMERICA, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

(B) EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 9, 1946 IN BOOK 754, PAGE 84, OF OFFICIAL RECORDS.

(C) EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433, OF OFFICIAL RECORDS.

[1] INDICATES VARIABLE WIDTH NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING, OVER LOT 'A' FOR STREET AND PUBLIC UTILITY PURPOSES.

[2] INDICATES 3.0 FOOT WIDE, NON-EXCLUSIVE USE EASEMENTS, DEDICATED TO THE CITY OF BANNING, LYING WITHIN LOTS B, C, D, E, AND J, ADJACENT TO LOT 'A', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

[3] INDICATES A 8.0 FOOT WIDE, NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING, LYING WITHIN LOT 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

[4] INDICATES THE NON-EXCLUSIVE USE EASEMENTS, DEDICATED TO THE CITY OF BANNING, LYING WITHIN LOTS 'C' AND 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC STORM DRAIN AND MAINTENANCE PURPOSES,

[5] INDICATES NON-EXCLUSIVE USE EASEMENTS, DEDICATED TO THE CITY OF BANNING, LYING WITHIN LOTS 'C', 'H' AND 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC SEWER PURPOSES.

[6] INDICATES A NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING, LYING WITHIN LOT 'J', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC SIDEWALK AND/OR TRAIL PURPOSES.

[7] INDICATES NON-EXCLUSIVE USE EASEMENTS, DEDICATED TO THE CITY OF BANNING, OVER LOTS 'H' AND 'I'. THE DEDICATION IS FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.

[8] INDICATES NON-EXCLUSIVE USE EASEMENTS, DEDICATED TO THE CITY OF BANNING, OVER LOTS 'D', 'F' AND 'G'. THE DEDICATION IS FOR PUBLIC SIDEWALK AND/OR TRAIL PURPOSES.

[9] INDICATES NON-EXCLUSIVE USE EASEMENTS, DEDICATED TO THE CITY OF BANNING, OVER LOTS "F' AND 'G'. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

[10] INDICATES A NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING, LYING WITHIN LOT 'I", AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC SIDEWALK PURPOSES.

[11] INDICATES A NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING, LYING WITHIN LOT 'I', AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

[12] INDICATES A NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING, OVER LOT 'J'. THE DEDICATION IS FOR ACCESS, PARK AND VEHICLE PARKING PURPOSES.

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-16, DATED JUNE 6, 2025, IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

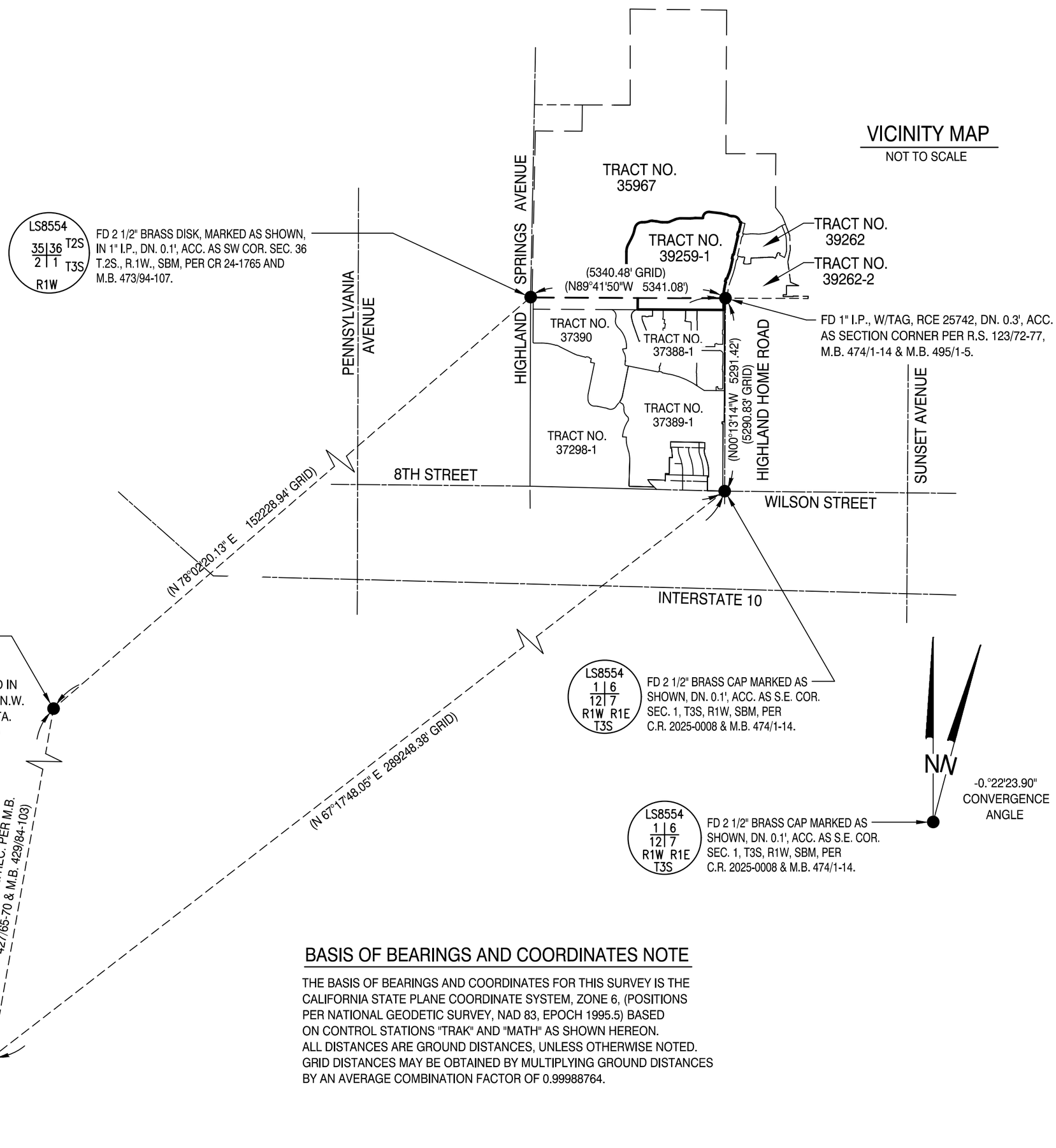
SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 9, 1946 IN BOOK 754, PAGE 84 OF OFFICIAL RECORDS.

CALIFORNIA ELECTRIC POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.

VICINITY MAP

NOT TO SCALE



BASIS OF BEARINGS AND COORDINATES NOTE

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5) BASED ON CONTROL STATIONS "TRAK" AND "MATH" AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99988764.

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 12 SHEETS

TRACT NO. 39259-1

BEING A SUBDIVISION OF LOT 22, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, TOGETHER WITH LETTERED LOTS F, Q AND S, AND PORTIONS OF LETTERED LOTS D AND E, ALL OF TRACT NO. 35967, AS SHOWN BY MAP ON FILE IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — SEPTEMBER, 2025

BOUNDARY SURVEY

SEE SHEET 4 FOR ESTABLISHMENT OF WEST, NORTH AND EAST BOUNDARY

SURVEYOR'S NOTES

- ● — INDICATES FOUND MONUMENT AS NOTED.
- ◉ — INDICATES FD. SPK. & WASHER, STAMPED L.S. 8554, FLUSH; TO BE SET PER TRACT NO. 39259–1, M.B._____, UNLESS OTHERWISE NOTED.
- ○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH; AT ALL TRACT CORNERS AND ANGLE POINTS IN TRACT BOUNDARY, UNLESS OTHERWISE NOTED.

1" IRON PIPE, TAGGED L.S. 8554 FLUSH IN DIRT OR SPIKE & WASHER, STAMPED L.S. 8554 FLUSH IN ASPHALT, OR LEAD, TACK AND TAG, L.S. 8554, FLUSH IN CONCRETE OR TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS, CENTERLINE INTERSECTIONS AND POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

(R1) — INDICATES REC. & MEAS. DATA PER TRACT NO. 35967, M.B. 474/1–14.
(R2) — INDICATES REC. & MEAS. DATA PER TRACT NO. 39262–1, _____
(R3) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388–1, M.B. 495/1–5.
(R4) — INDICATES REC. & MEAS. DATA PER TRACT NO. 35966, M.B. 473/94–107.

THIS TRACT MAP CONTAINS 6 LOTS.
THIS TRACT MAP CONTAINS 11 LETTERED LOTS.
THIS TRACT MAP CONTAINS 160.02 ACRES GROSS.

MONUMENT NOTES

① — FOUND 1" IRON PIPE TAGGED L.S. 8554, FLUSH, PER (R1) AND C.O.C. 22–0108181, ACC. AS TRACT CORNER PER (R1).

② — FOUND 1" I.P., W/TAG, LS 8554, FLUSH, ACC. AS TRACT CORNER, TRACT NO. 37388–1, M.B. 495/1–5 (R3)

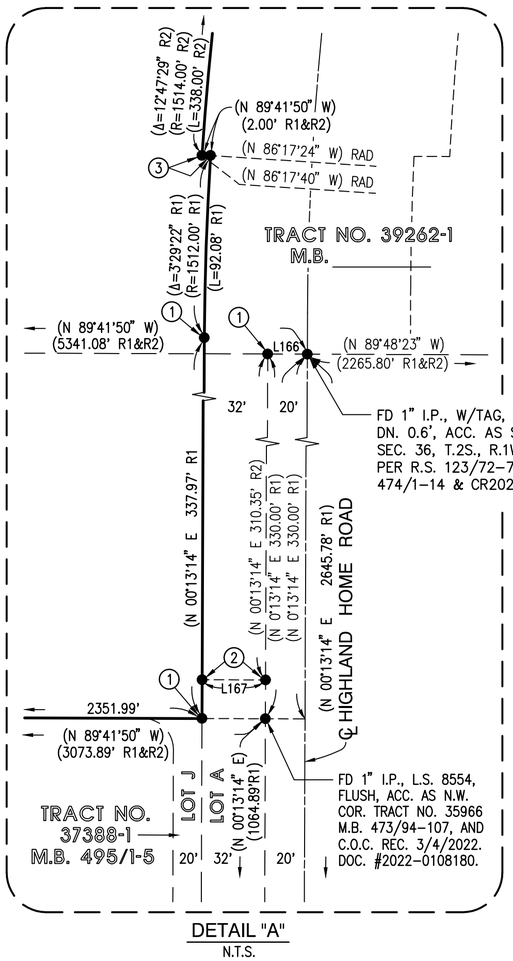
③ — FOUND 1" I.P., W/TAG, LS 8554, FLUSH, ACC. AS TRACT CORNER, TRACT NO. 39262–1, M.B._____ (R2)

BASIS OF BEARINGS

SEE SHEET 2

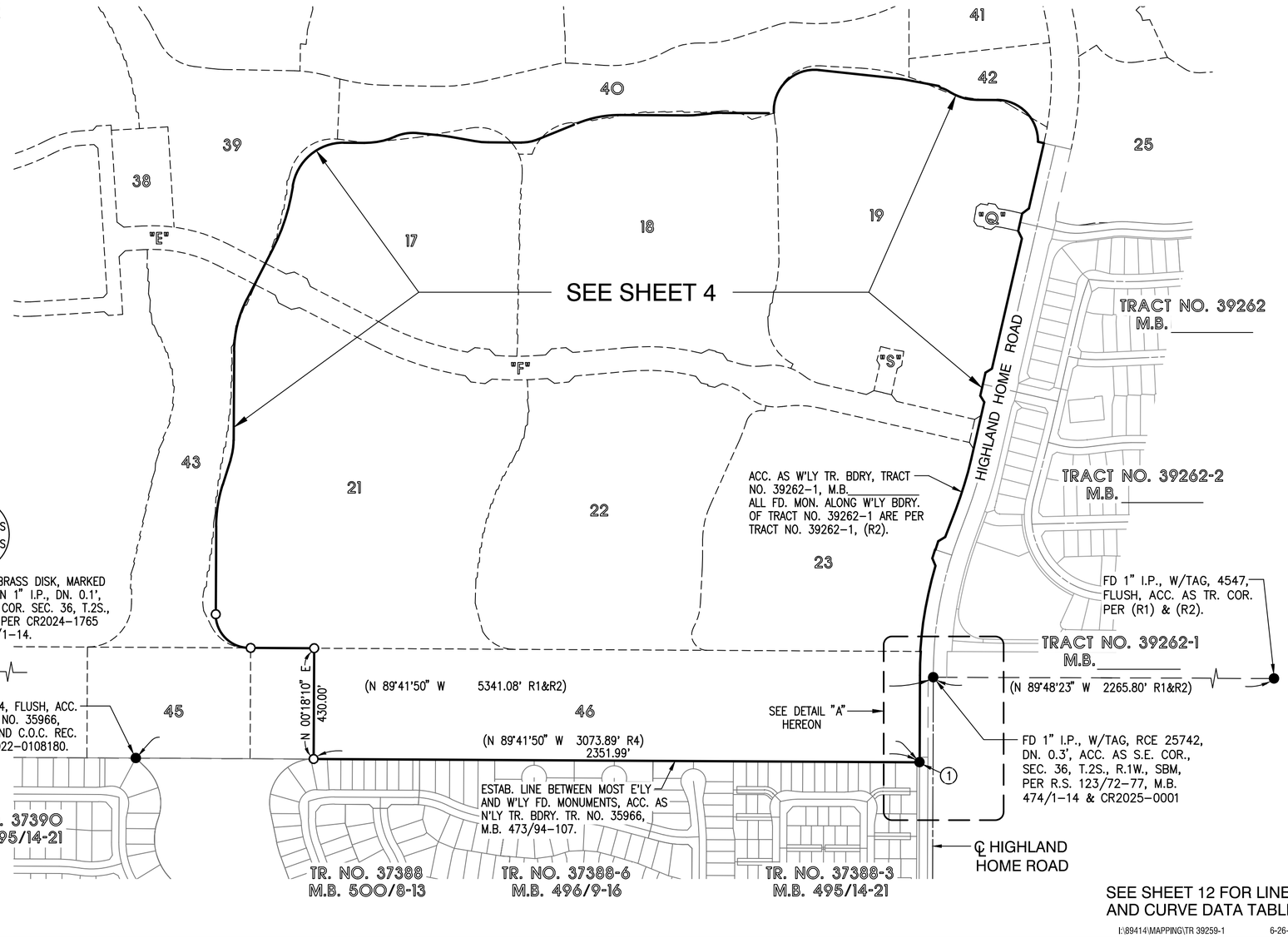
EASEMENT NOTES

SEE SHEET 2

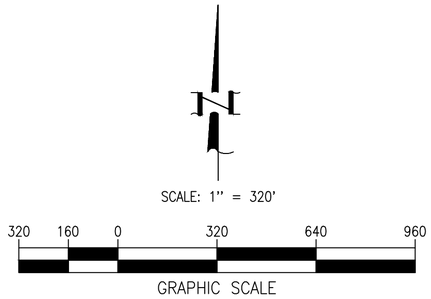


DETAIL "A"
N.T.S.

TRACT NO. 35967
M.B. 474/1-14



SEE SHEET 12 FOR LINE AND CURVE DATA TABLES



IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 39259-1

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DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — SEPTEMBER, 2025

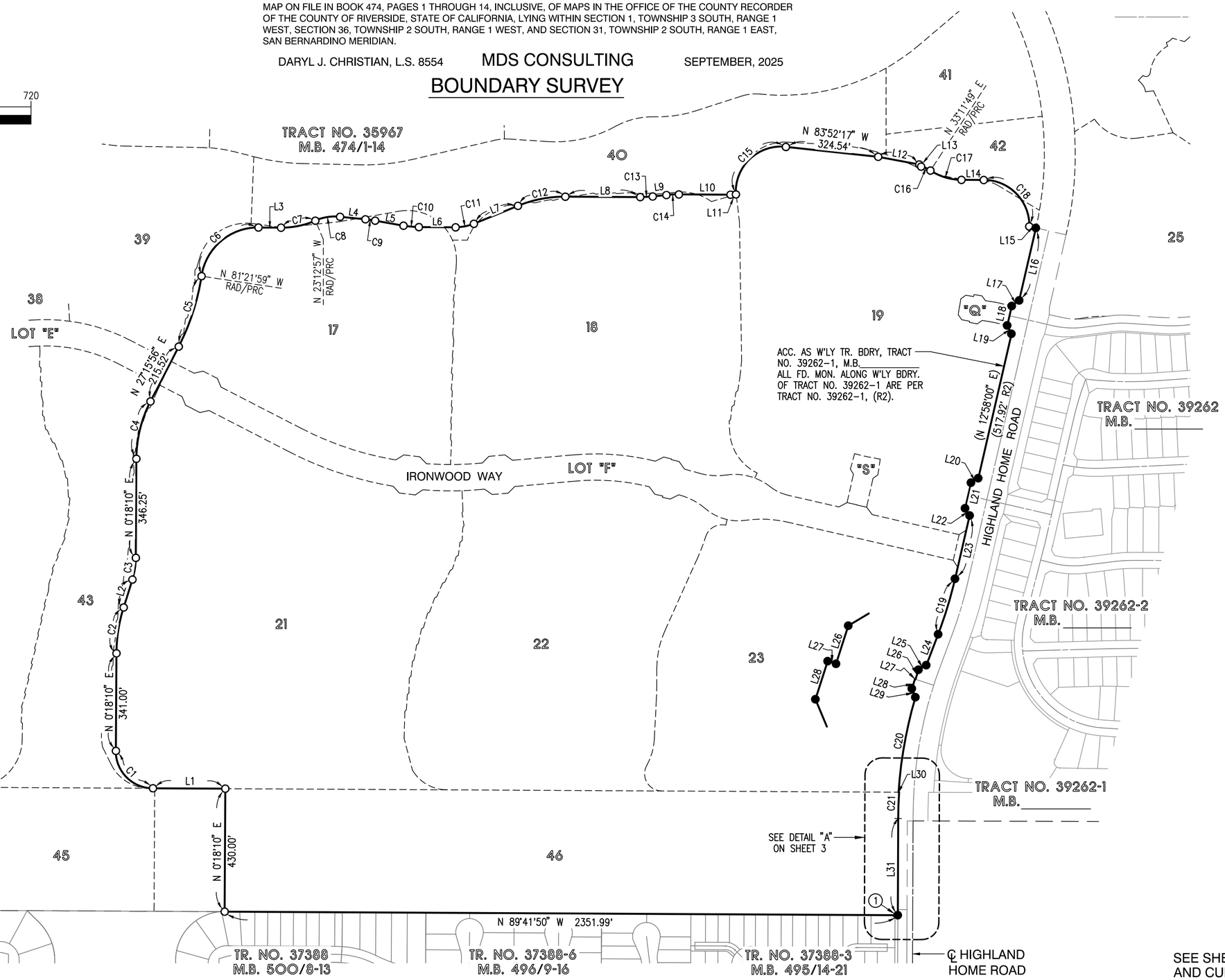
BOUNDARY SURVEY

SCALE: 1" = 240'

240 120 0 240 480 720

GRAPHIC SCALE

SURVEYOR'S NOTES – SEE SHEET 3
MONUMENT NOTES – SEE SHEET 3
BASIS OF BEARINGS – SEE SHEET 2
EASEMENT NOTES – SEE SHEET 2



SEE SHEET 12 FOR LINE AND CURVE DATA TABLES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING SEPTEMBER, 2025

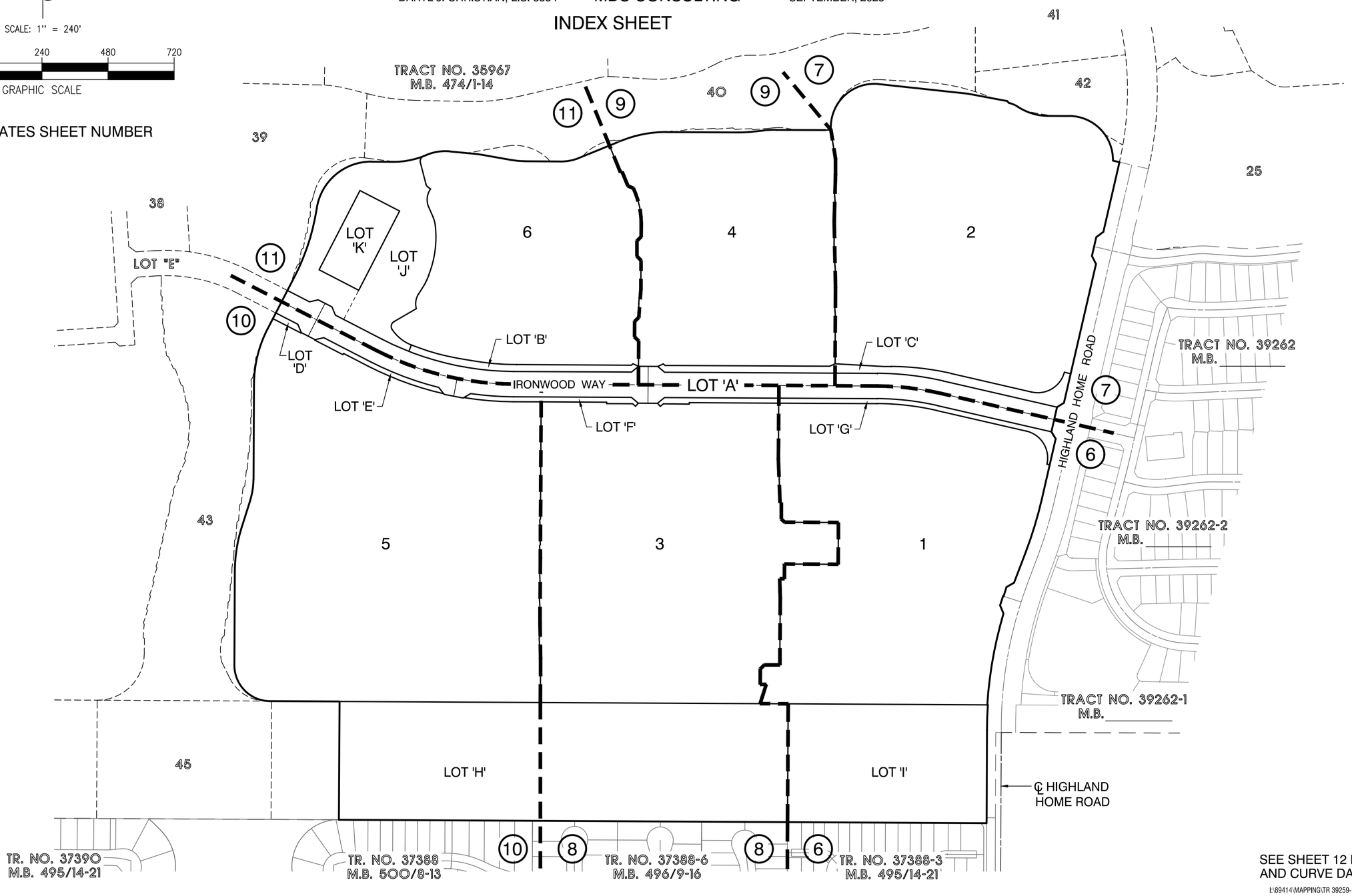
INDEX SHEET

SCALE: 1" = 240'

240 120 0 240 480 720

GRAPHIC SCALE

(#) INDICATES SHEET NUMBER



SEE SHEET 12 FOR LINE AND CURVE DATA TABLES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING SEPTEMBER, 2025

SCALE: 1" = 100'

100 50 0 100 200 300

GRAPHIC SCALE

SEE SHEET 9
LOT 4

SEE SHEET 7
LOT 2

LOT 'C'
1.07 AC.

LOT 'A'
6.30 AC.

IRONWOOD WAY

LOT 'G'
0.68 AC.

LOT 1
20.75 AC.

LOT 3

SEE SHEET 8

LOT 'H'

LOT 'I'
7.14 AC.

LOT 'I'

SEE DETAIL

ACC. AS W'LY TR. BDRY, TRACT NO. 39262-1, M.B._____
ALL FD. MON. ALONG W'LY BDRY. OF TRACT NO. 39262-1 ARE PER TRACT NO. 39262-1, (R2).

HIGHLAND HOME ROAD

TRACT NO. 39262-2
M.B.

LOT "P"

TRACT NO. 39262-1
M.B._____

LOT "N"

(N 89°48'23" W 2265.80' R1&R2)

FD 1" I.P., W/TAG, RCE 25742, DN. 0.3', ACC. AS S.E. COR., SEC. 36, T.2S., R.1W., SBM, PER R.S. 123/72-77, M.B. 474/1-14 & CR2025-0001

SEE DETAIL HEREON 10

℄ HIGHLAND HOME ROAD

LOT 'I'
10
7.5'x19.59'

TRACT NO. 37388-6
M.B. 496/9-16

TRACT NO. 37388-3
M.B. 495/14-21

SEE SHEET 12 FOR LINE AND CURVE DATA TABLES

I:\89414\MAPPING\TR 39259-1 6-26-2026

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 39259-1

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DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING SEPTEMBER, 2025

SCALE: 1" = 100'

100 50 0 100 200 300

GRAPHIC SCALE

TRACT NO. 35967
M.B. 474/1-14

40

41

42

LOT D

N 83°52'17" W 324.54'

N 79°20'41" W 145.77'

L13

C16

N 33°11'49" E RAD/PRC

N 12°53'28" E RAD

C17

L14

Δ=90°32'12" R=160.00' L=252.83'

S 89°09'38" E RAD

L15

46'

62'

N 12°58'00" E 259.79' (N 12°58'00" E 319.79' R2)

L17

L18

L19

SUNCREST DR.

L10

L11

Δ=99°23'21" R=158.00' L=274.08'

Δ=105°43'41" R=158.00' L=291.56'

L69 L68 L67 L66 L65 L64 L63 L62 L61 L60

N 0°18'10" E 130.20'

L59 L58 L57 L56 L55 L54 L53 L52 L51

N 0°18'10" E 177.00'

SEE SHEET 9

LOT 4

LOT 2
21.93 AC.

ACC. AS W'LY TR. BDRY, TRACT NO. 39262-1, M.B._____
ALL FD. MON. ALONG W'LY BDRY. OF TRACT NO. 39262-1 ARE PER TRACT NO. 39262-1, (R2).

409.04'
(N 12°58'00" E 517.92' R2)
(644.92' R2)
(N 12°58'00" E 1258.77' R2)

HIGHLAND HOME ROAD

TRACT NO. 39262
M.B. _____

LOT 'C'
1.07 AC.

L48 N 89°41'50" W 598.20'

N 86°47'59" W 178.04'

L49 L50 L151 L152 L168 L153 C50

Δ=12° 39' 50" R=1000.00' L=221.03'

S 75°14'45" E RAD

N 89°41'50" W 772.78'

Δ=12° 39' 50" R=1096.00' L=242.25'

N 77°02'00" W 298.68'

C31

108.88'

N 89°41'50" W 1321.47'

LOT 'A'
6.30 AC.

Δ=12° 39' 50" R=1050.00' L=232.08'

N 77°02'00" W 422.98'

N 77°02'00" W 489.98'

N 89°41'50" W 772.78'

Δ=12° 39' 50" R=1004.00' L=221.91'

N 89°41'50" W 682.78'

Δ=12° 39' 50" R=986.00' L=217.93'

N 77°02'00" W 422.98'

N 77°02'00" W 333.98'

L20 L47 L21 L47

157

IRONWOOD WAY

IRONWOOD WAY

46' 92' 46'

LOT 'G'
0.68 AC.

C30

97.00'
(294.06' R2)

L46

(N 12°58'00" E 277.06' R2)

TRACT NO. 39262-2
M.B. _____

LOT 1
SEE SHEET 6

SEE SHEET 12 FOR LINE AND CURVE DATA TABLES

I:\89414\MAPPING\TR 39259-1 6-26-2026

TRACT NO. 39259-1

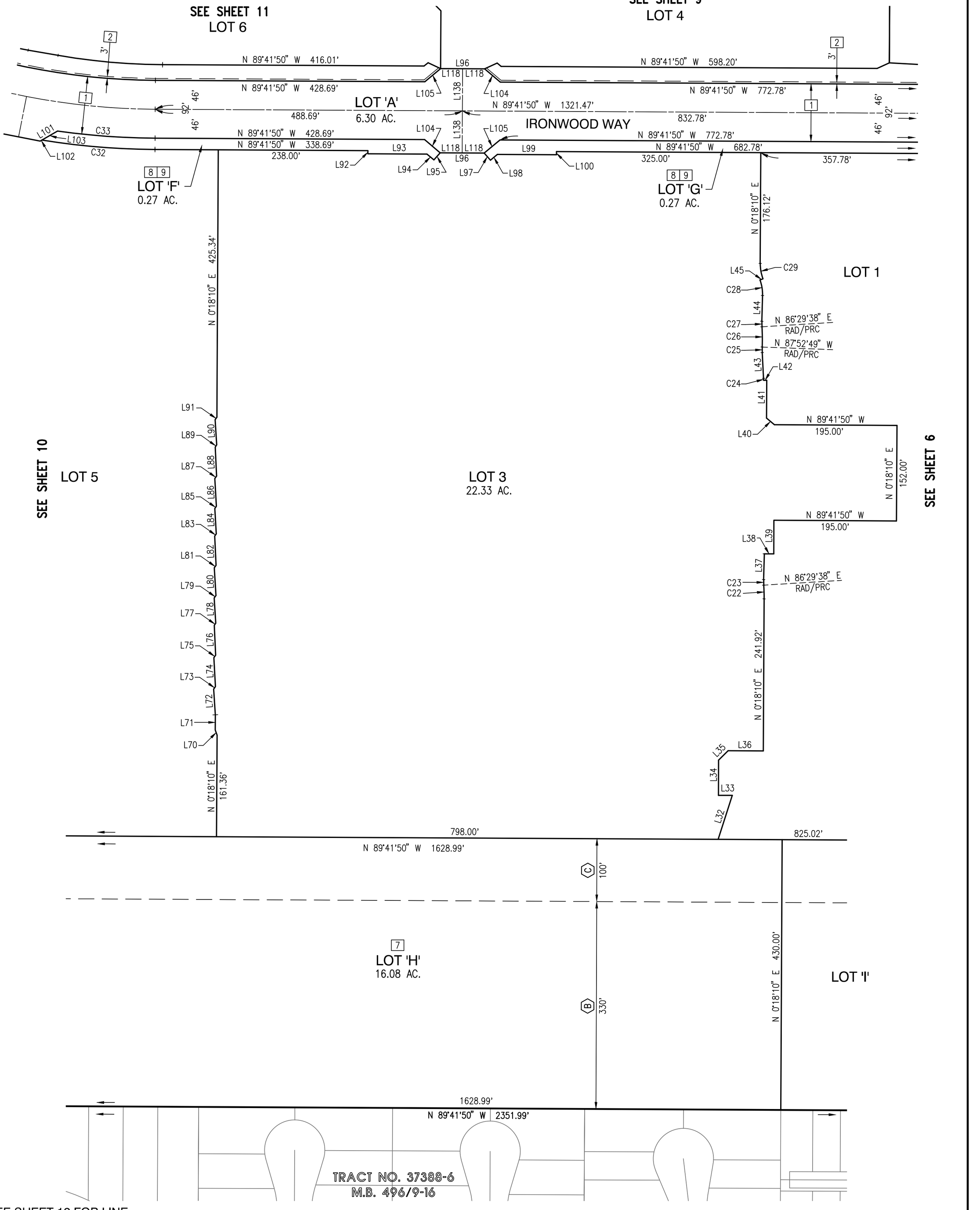
BEING A SUBDIVISION OF LOT 22, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, TOGETHER WITH LETTERED LOTS F, Q AND S, AND PORTIONS OF LETTERED LOTS D AND E, ALL OF TRACT NO. 35967, AS SHOWN BY MAP ON FILE IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING SEPTEMBER, 2025

SCALE: 1'' = 100'

100 50 0 100 200 300

GRAPHIC SCALE



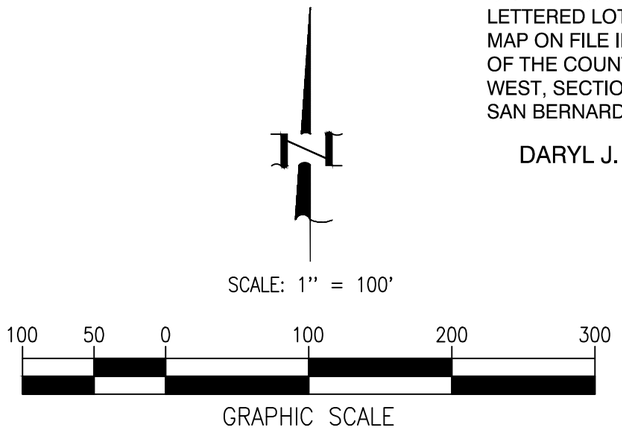
SEE SHEET 12 FOR LINE AND CURVE DATA TABLES

I:\89414\MAPPING\TR 39259-1 6-26-2026

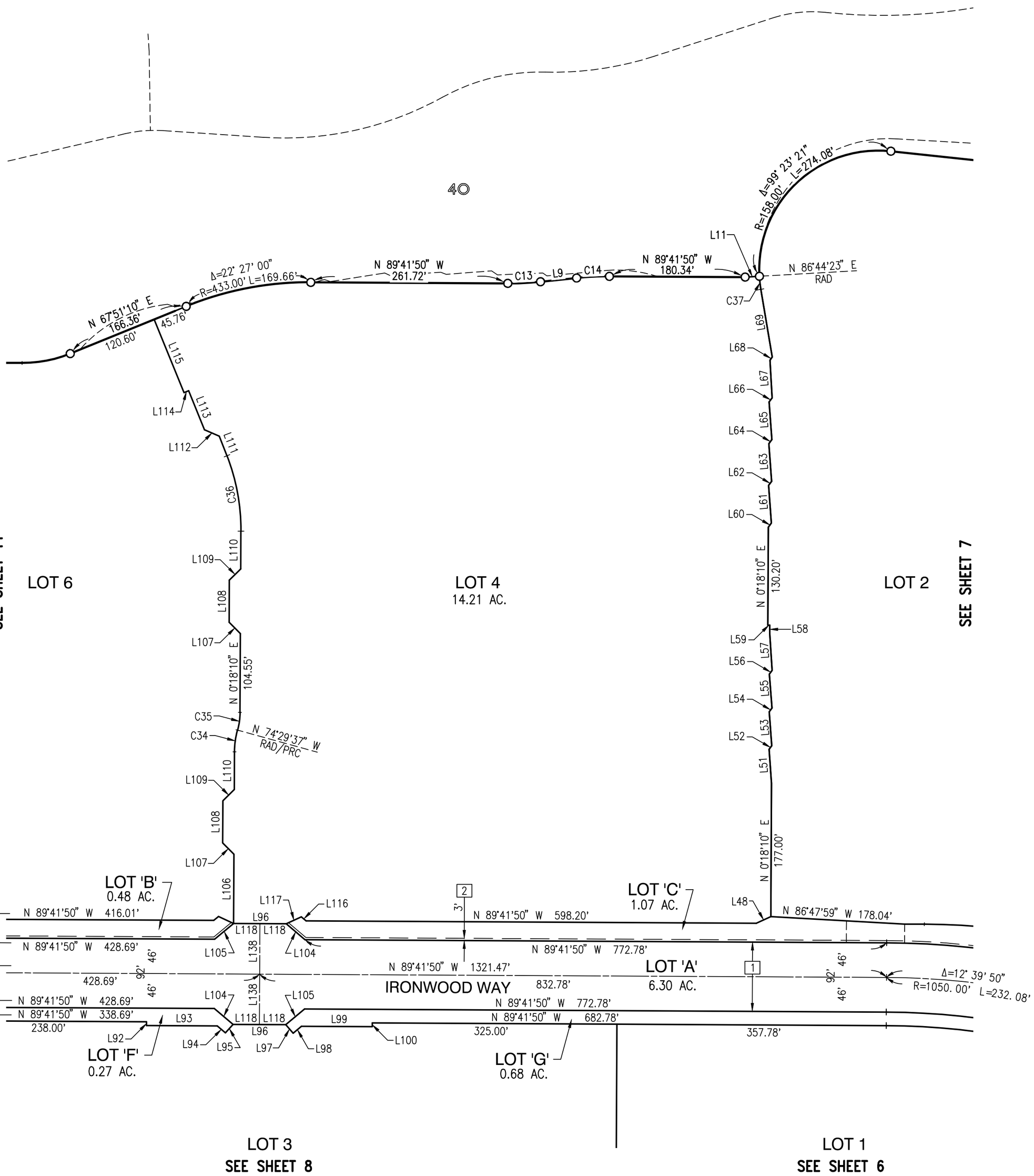
TRACT NO. 39259-1

BEING A SUBDIVISION OF LOT 22, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, TOGETHER WITH LETTERED LOTS F, Q AND S, AND PORTIONS OF LETTERED LOTS D AND E, ALL OF TRACT NO. 35967, AS SHOWN BY MAP ON FILE IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING SEPTEMBER, 2025



TRACT NO. 35967
M.B. 474/1-14



SEE SHEET 12 FOR LINE AND CURVE DATA TABLES

I:\89414\MAPPING\TR 39259-1 6-26-2026

SEE SHEET 12 FOR LINE AND CURVE DATA TABLES

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 10 OF 12 SHEETS

TRACT NO. 39259-1

BEING A SUBDIVISION OF LOT 22, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, TOGETHER WITH LETTERED LOTS F, Q AND S, AND PORTIONS OF LETTERED LOTS D AND E, ALL OF TRACT NO. 35967, AS SHOWN BY MAP ON FILE IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554

MDS CONSULTING

SEPTEMBER, 2025

SCALE: 1'' = 100'

100 50 0 100 200 300

GRAPHIC SCALE

LOT "J"
SEE SHEET 11

LOT 6
SEE SHEET 11

TRACT NO. 35967
M.B. 474/1-14

LOT "A"
6.30 AC.

LOT "B"

IRONWOOD WAY

LOT "D"
0.05 AC.

LOT "E"
0.21 AC.

LOT "F"
0.27 AC.

LOT 5
29.59 AC.

LOT 3

LOT "H"
16.08 AC.

SEE SHEET 8

43

45

46

FD. 1" I.P., L.S. 8554, FLUSH, ACC. AS N.W. COR. TRACT NO. 35966, M.B. 473/94-107, AND C.O.C. REC. 3/4/2022, DOC. #2022-0108180.

TRACT NO. 37390
M.B. 495/14-21

TRACT NO. 37388
M.B. 500/8-13

I:\89414\MAPPING\TR 39259-1 6-26-2026

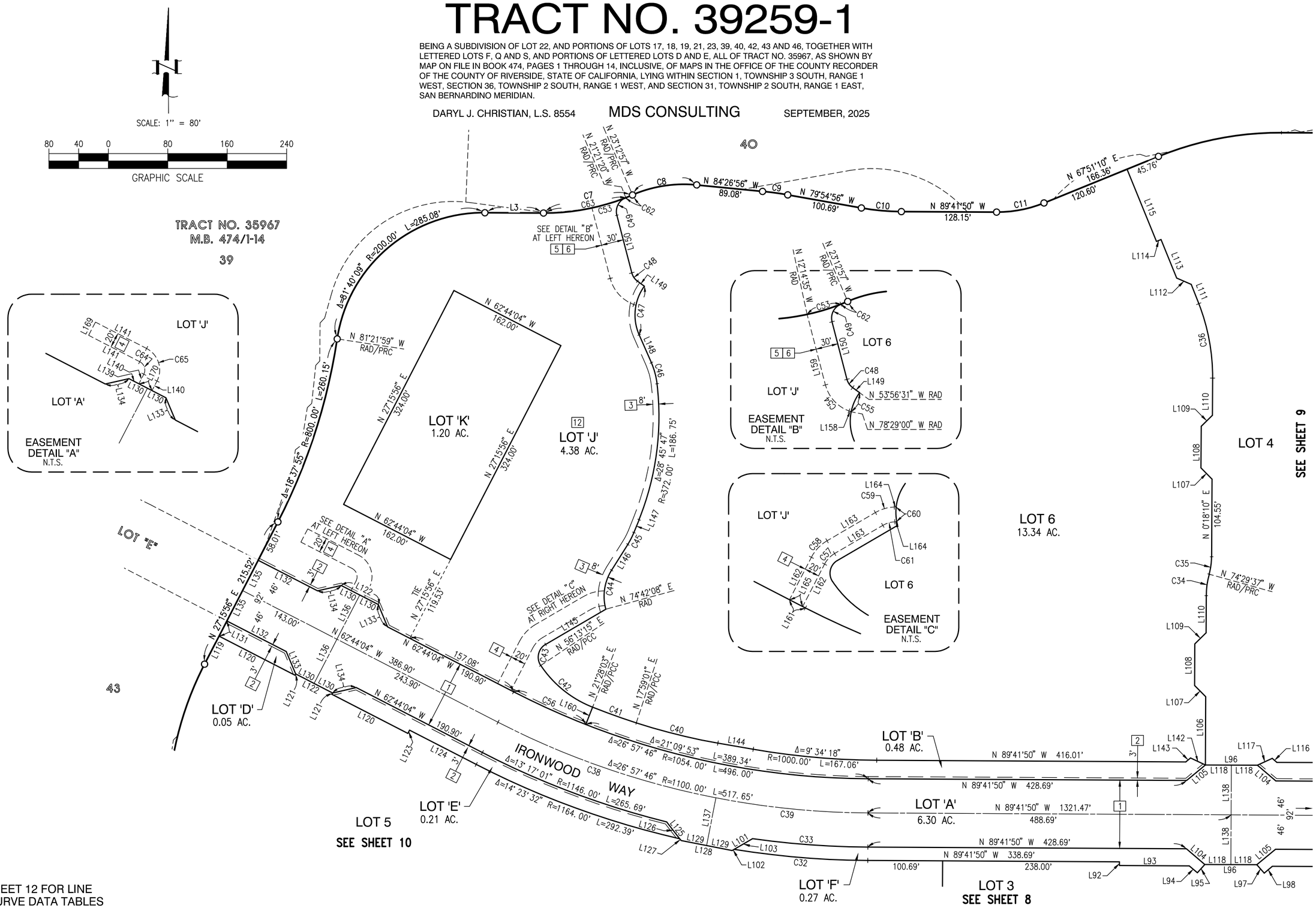
IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 11 OF 12 SHEETS

TRACT NO. 39259-1

BEING A SUBDIVISION OF LOT 22, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, TOGETHER WITH LETTERED LOTS F, Q AND S, AND PORTIONS OF LETTERED LOTS D AND E, ALL OF TRACT NO. 35967, AS SHOWN BY MAP ON FILE IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING SEPTEMBER, 2025



SEE SHEET 12 FOR LINE AND CURVE DATA TABLES

I:\89414\MAPPING\TR 39259-1 6-26-2026

TRACT NO. 39259-1

BEING A SUBDIVISION OF LOT 22, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, TOGETHER WITH LETTERED LOTS F, Q AND S, AND PORTIONS OF LETTERED LOTS D AND E, ALL OF TRACT NO. 35967, AS SHOWN BY MAP ON FILE IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING SEPTEMBER, 2025

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	90°00'00"	130.00'	204.20'
C2	17°12'06"	543.00'	163.02'
C3	17°12'06"	257.00'	77.16'
C4	26°57'46"	443.00'	208.47'
C5	18°37'55"	800.00'	260.15'
C6	81°40'09"	200.00'	285.08'
C7	23°31'07"	300.00'	123.14'
C8	28°46'01"	176.00'	88.37'
C9	04°32'00"	433.00'	34.26'
C10	09°46'54"	317.00'	54.12'
C11	22°27'00"	167.00'	65.44'
C12	22°27'00"	433.00'	169.66'
C13	06°14'54"	400.00'	43.62'
C14	06°14'54"	400.00'	43.62'
C15	99°23'20"	158.00'	274.08'
C16	20°18'21"	100.00'	35.44'
C17	32°53'39"	200.00'	114.82'
C18	90°32'12"	160.00'	252.83'
C19	(07°59'26"	1454.00'	202.78' R2)
C20	(12°47'29"	1514.00'	338.00' R2)
C21	(03°29'22"	1512.00'	92.08' R2)
C22	03°48'32"	328.00'	21.80'
C23	05°04'25"	100.00'	8.86'
C24	02°45'32"	66.00'	3.18'
C25	05°04'26"	100.00'	8.86'
C26	05°37'33"	328.00'	32.21'
C27	05°04'25"	100.00'	8.86'
C28	21°50'49"	66.00'	25.17'
C29	20°34'56"	70.00'	25.15'
C30	90°00'00"	100.00'	157.08'
C31	88°12'45"	100.00'	153.96
C32	08°53'36"	1164.00'	180.67'
C33	07°47'06"	1146.00'	155.71'
C34	15°12'13"	110.00'	29.19'
C35	15°12'13"	90.00'	23.88'
C36	21°35'24"	272.00'	102.49'
C37	06°20'21"	158.00'	17.48'
C38	16°13'51"	1100.00'	311.61'
C39	10°43'56"	1100.00'	206.04'
C40	08°06'33"	800.00'	113.23'
C41	03°29'02"	1029.00'	62.57'
C42	34°45'12"	150.00'	90.98'
C43	93°28'53"	20.00'	32.63'
C44	47°31'06"	66.00'	54.74'
C45	10°17'48"	100.00'	17.97'
C46	16°50'58"	100.00'	29.41'
C47	59°44'48"	66.00'	68.82'
C48	39°24'23"	20.00'	13.76'
C49	83°10'48"	20.00'	29.04'
C50	01°14'31"	1096.00'	23.76'
C51	(12°47'29"	1514.00'	338.00'R2)
C52	(02°14'14"	1500.00'	70.02'R2)
C53	10°58'22"	300.00'	57.45'
C54	55°13'59"	51.00'	49.16'
C55	24°32'29"	66.00'	28.27'
C56	05°47'53"	1054.00'	106.66'
C57	32°26'12"	35.00'	31.14'
C58	32°26'12"	55.00'	19.81'
C59	28°01'18"	55.00'	26.90'
C60	17°25'46"	66.00'	20.08'
C61	28°01'18"	35.00'	17.12'
C62	01°51'37"	300.00'	9.74'
C63	21°39'30"	300.00'	113.40'
C64	90°00'00"	12.50'	19.63'
C65	90°00'00"	32.50'	51.05'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 89°41'50" W	252.84'
L2	N 17°30'16" E	102.17'
L3	N 89°41'50" W	78.90'
L4	N 84°26'56" W	89.08'
L5	N 79°54'56" W	100.69'
L6	N 89°41'50" W	128.15'
L7	N 67°51'10" E	166.36'
L8	N 89°41'50" W	261.72'
L9	N 84°03'16" E	48.22'
L10	N 89°41'50" W	180.34'
L11	N 86°44'23" E	19.00'
L12	N 79°20'41" W	145.77'
L13	N 42°10'04" W	9.93'
L14	N 89°41'50" W	77.81'
L15	N 77°02'00" W	23.57'
L16	(N 12°58'00" E	259.79' R2)
L17	(N 52°59'49" E	32.65' R2)
L18	(N 12°58'00" E	70.00' R2)
L19	(N 27°03'49" W	32.65' R2)
L20	(N 57°58'00" E	29.70' R2)
L21	(N 12°58'00" E	92.00' R2)
L22	(N 32°02'00" W	29.70' R2)
L23	(N 12°58'00" E	227.06' R2)
L24	(N 20°57'26" E	115.53' R2)
L25	(N 59°08'33" E	31.76' R2)
L26	(N 17°49'25" E	35.00' R2)
L27	(N 72°10'35" W	1.91' R2)
L28	(N 17°49'25" E	35.00' R2)
L29	(N 22°45'15" W	32.28' R2)
L30	(N 89°41'50" W	2.00' R2)
L31	(N 00°13'14" E	337.97' R1)
L32	N 17°44'59" E	73.38'
L33	N 89°41'50" W	22.00'
L34	N 00°18'10" E	56.00'
L35	N 45°18'10" E	21.21'
L36	N 89°41'50" W	56.00'
L37	N 01°34'03" E	40.99'
L38	N 89°41'50" W	15.02'
L39	N 00°18'10" E	53.46'
L40	N 49°45'48" W	16.46'
L41	N 00°18'10" E	60.05'
L42	N 89°48'17" E	5.00'
L43	N 02°57'15" W	40.99'
L44	N 01°34'03" E	40.99'
L45	N 69°43'14" E RAD	5.00'
L46	N 77°02'00" W RAD	10.00'
L47	N 12°58'00" E	46.00'
L48	N 65°10'55" E	21.20'
L49	N 89°41'50" W	26.16'
L50	N 77°02'00" W	23.18'
L51	N 04°03'22" W	45.33'
L52	N 35°58'17" E	5.91'
L53	N 04°17'09" W	45.14'
L54	N 36°08'38" E	6.17'
L55	N 04°17'09" W	45.14'
L56	N 36°08'38" E	6.17'
L57	N 03°45'52" W	49.06'
L58	N 00°18'10" E	11.06'
L59	N 89°41'50" W	2.50'
L60	N 36°43'11" E	6.71'

COURSE DATA		
#	BEARING	DISTANCE
L61	N 04°15'10" W	50.16'
L62	N 36°43'11" E	6.71'
L63	N 04°15'10" W	50.16'
L64	N 36°43'11" E	6.71'
L65	N 04°15'10" W	50.16'
L66	N 36°43'11" E	6.71'
L67	N 03°16'50" W	50.10'
L68	N 35°44'20" E	5.40'
L69	N 09°35'58" W	90.98'
L70	N 19°21'04" W	8.92'
L71	N 00°18'10" E	24.00'
L72	N 03°31'12" W	41.09'
L73	N 34°42'30" E	4.85'
L74	N 03°08'14" W	46.08'
L75	N 34°57'24" E	4.86'
L76	N 02°37'10" W	47.46'
L77	N 34°12'30" E	4.34'
L78	N 03°36'25" W	40.09'
L79	N 34°39'06" E	4.84'
L80	N 03°16'50" W	44.09'
L81	N 34°51'49" E	4.86'
L82	N 02°40'41" W	46.46'
L83	N 34°10'10" E	4.34'
L84	N 03°20'45" W	40.28'
L85	N 34°18'19" E	4.58'
L86	N 03°16'09" W	44.09'
L87	N 34°46'39" E	4.85'
L88	N 02°43'11" W	46.06'
L89	N 34°18'35" E	4.34'
L90	N 03°35'47" W	40.09'
L91	N 34°34'44" E	4.84'
L92	N 00°18'10" E	5.00'
L93	N 89°41'50" W	94.06'
L94	N 49°40'01" W	14.29'
L95	N 42°05'20" E	15.01'
L96	N 89°41'50" W	70.00'
L97	N 41°29'01" W	15.01'
L98	N 50°16'21" E	14.29'
L99	N 89°41'50" W	94.06'
L100	N 00°18'10" E	5.00'
L101	N 59°47'31" E	31.81'
L102	N 59°47'31" E	3.12'
L103	N 59°47'31" E	28.69'
L104	N 49°40'01" W	32.65'
L105	N 50°16'21" E	32.65'
L106	N 00°18'10" E	92.00'
L107	N 44°41'50" W	21.21'
L108	N 00°18'10" E	56.00'
L109	N 45°18'10" E	21.21'
L110	N 00°18'10" E	50.00'
L111	N 21°17'14" W	27.97'
L112	N 66°43'02" W	21.37'
L113	N 22°08'50" W	56.00'
L114	N 67°51'10" E	6.61'
L115	N 22°08'50" W	105.00'
L116	N 49°40'01" W	8.27'
L117	N 65°19'04" E	22.06'
L118	N 89°41'50" W	35.00'
L119	N 27°15'56" E	42.51'
L120	N 62°44'04" W	115.00'

COURSE DATA		
#	BEARING	DISTANCE
L121	N 27°15'56" E	2.00'
L122	N 62°44'04" W	56.00'
L123	N 27°15'56" E	5.00'
L124	N 62°44'04" W	100.90'
L125	N 37°43'21" W	31.81'
L126	N 37°43'21" W	28.69'
L127	N 37°43'21" W	3.12'
L128	N 78°57'55" W	70.00'
L129	N 78°57'55" W	35.00'
L130	N 62°44'04" W	28.00'
L131	N 27°15'56" E	23.00'
L132	N 62°44'04" W	90.00'
L133	N 22°42'15" W	32.65'
L134	N 77°14'07" E	32.65'
L135	N 27°15'56" E	46.00'
L136	N 27°15'56" E	67.00'
L137	N 11°02'05" E	65.46'
L138	N 00°18'10" E	67.00'
L139	N 62°44'04" W	15.00'
L140	N 27°15'56" E	14.51'
L141	N 62°44'04" W	77.50'
L142	N 64°42'45" W	22.06'
L143	N 50°16'21" E	8.27'
L144	N 80°07'32" W	48.31'
L145	N 59°42'08" E	93.87'
L146	N 32°13'14" E	40.99'
L147	N 21°55'26" E	18.66'
L148	N 23°41'19" W	40.99'
L149	N 53°56'31" W	11.65'
L150	N 14°32'08" W	80.12'
L151	N 00°18'10" E	28.92'
L152	N 86°47'59" W	77.45'
L153	N 00°18'10" E	25.26'
L154	(N 00°13'14" E	21.01'R2)
L155	N 72°10'35" W	66.88'
L156	N 72°10'35" W	68.79'
L157	N 77°02'00" W	67.00'
L158	N 69°46'07" W	3.20'
L159	N 14°32'08" W	98.08'
L160	N 21°28'03" E RAD	25.00'
L161	N 62°44'04" W	24.14'
L162	N 27°15'56" E	64.29'
L163	N 59°42'08" E	75.26'
L164	N 87°43'26" E	2.46'
L165	N 62°44'04" W	20.00'
L166	N 89°41'50" W	20.00' R1
L167	N 89°46'46" W	32.00' R3
L168	N 89°41'50" W	53.59'
L169	N 27°15'56" E	20.00'
L170	N 62°44'04" W	20.00'

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. 39259-1 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL – TR 39259-1 Ironwood Way

NAME AND ADDRESS OF SUBDIVIDER(S): TRI POINTE HOMES, IE-SD
1250 CORONA POINTE CT, #600

CORONA, CA 92879

CITY COUNCIL RESOLUTION OF APPROVAL NO. _____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:
Street Imp Plan – LD25-0018
Storm Drain Imp Plan – LD25-0018
Non Potable Water Imp Plan – LD25-0018
Potable Water Imp Plan – LD25-0018

Sewer Imp Plan – LD25-0018

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$ 5,216,500.00
GRADING	$_____
MONUMENTATION	$_____
TOTAL:	$ 5,216,500.00

FORM OF IMPROVEMENT SECURITY: [X AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

The Continental Insurance Company
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

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

SURETY BOND NUMBERS (if applicable):

30270650

30270651

30270652

30270653

30270654

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract 39259-1 (~~including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street,~~ shall be completed within two years from the Effective Date of the Agreement. _____ ~~Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

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

Date: 5·5·26

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

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

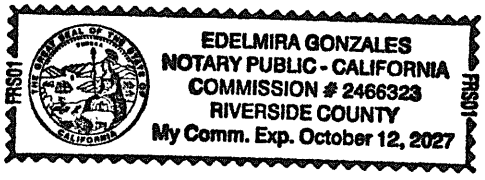
State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Edelmira Gonzales (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

Bond No. 30270650
Premium: $5,852 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million Five Hundred Eighty-One Thousand Five Hundred and no/100 Dollars ($1,581,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

_____
City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Marina Tapia
Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028
(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270651
Premium: $1,835 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Ninety-Six and no/100 Dollars ($496,00.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5.5.26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 01 2026 before me, Marina Tapia, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270652
Premium: $958 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Non-Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Non Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Fifty-Nine Thousand and no/100 Dollars ($259,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5.5.26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 01 2026 before me, Marina Tapia, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto [illegible] and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270653
Premium: $9,126 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Storm Drain Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Million Four Hundred Sixty-Six Thousand Five Hundred and no/100 Dollars ($2,466,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270654
Premium: $1,530 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Sewer Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Thirteen Thousand Five Hundred and no/100 Dollars ($413,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

_____



ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 01 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto [illegible] and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270650
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One Million Five Hundred Eighty-One Thousand Five Hundred and no/100 Dollars ($1,581,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270651
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Four Hundred Ninety-Six Thousand and no/100 Dollars ($496,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5.5.26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Marina Tapia
Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270652
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Non-Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Non Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two hundred fifty nine thousand Dollars ($259,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Marina Tapia
Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028
(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270653
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Storm Drain Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two Million Four Hundred Sixty-Six Thousand Five Hundred and no/100 Dollars ($2,466,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

City Attorney



ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 01 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Bond No. 30270654
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Sewer Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Four Hundred Thirteen Thousand Five Hundred and no/100 Dollars ($413,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5.5.26

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

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

Date: May 1, 2026

APPROVED:

City Attorney



ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

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

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

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

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

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

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

RESOLUTION 2026-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 39259 (PTM25-0004), A PROPOSAL TO SUBDIVIDE 160.02-ACRES OF LAND ACROSS NINE (9) PLANNING AREAS, 31, 46, 47A, 47C, 48A, 49A, 49B, 53, 63A, IN THE LOW DENSITY RESIDENTIAL (LDR) AND MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DISTRICTS OF THE BUTTERFIELD SPECIFIC PLAN INTO 544 SINGLE-FAMILY RESIDENTIAL LOTS AND 36 CONDOMINIUM LOTS, A 1.03-ACRE PARK AND A 5.62-ACRE PARK AT THE NORTHWEST CORNER OF HIGHLAND HOME ROAD AND THE SOUTHERN CALIFORNIA EDISON CORRIDOR (APN 408-580-027, -032, -033, -034, -035, -036, -039, -040, -041, -042, -045, -047, -050, -051, -052, -064)

WHEREAS, Tri Pointe Homes ("Applicant" and "Owner"), has applied for Tentative Tract Map No. 39259, Case No. PTM25-0004, to allow for the subdivision of 160.02 acres (APN 408-580-027, -032, -033, -034, -035, -036, -039, -040, -041, -042, -045, -047, -050, -051, -052, -064) of land across nine (9) Planning Areas, 31, 46, 47A, 47C, 48A, 49A, 49B, 53, and 63, in the Low Density Residential (LDR) and Medium Density Residential (MDR) of the Butterfield Specific Plan (Atwell) into 544 single-family residential lots and 36 condominium lots, including a 1.03-acre lots for a Park, a 5.62-acre lot for a Park, with perimeter Planning Areas utilized for drainage basins and stormwater control to the open space area along the Southern California Edison (SCE) corridor to the south; and

WHEREAS, the Planning Commission has the authority, pursuant to the Subdivision Map Act (Government Code Section 66410 et seq.), Title 16 (Subdivisions) of the Banning Municipal Code, to make a recommendation to the City Council on Tentative Tract Map applications; and

WHEREAS, on December 3, 2025, continued from the November 17, 2025, special meeting, the Planning Commission held a duly noticed public hearing on Tentative Tract Map No. 39259, received a staff report, public testimony, and project materials, and voted 2-1 to adopt Resolution 2025-12 recommending the City Council approve the Tentative Tract Map subject to conditions of approval; and

WHEREAS, a public notice for the January 13, 2026, City Council meeting was published in accordance with State law and the Banning Municipal Code, and written notice was mailed to property owners within 300 feet of the project site; and

WHEREAS, at the January 13, 2026, regular meeting, the City Council held a duly noticed public hearing on Tentative Tract Map No. 39259, received a staff report, public testimony, and project materials, and continued the hearing until January 27, 2026; and

WHEREAS, the City Council has reviewed the staff report, Planning Commission recommendation, environmental documentation, proposed tentative tract map, supporting materials, and public testimony and finds the project in conformance with the requirements of the Subdivision Map Act, the Banning Municipal Code, the City's General Plan, and the Zoning Ordinance.

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

SECTION 1. ENVIRONEMNTAL DETERMINATION

The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance with a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) no further analysis or environmental action is required. A Notice of Determination has been prepared for the project.

SECTION 2. REQUIRED FINDINGS FOR TENTATIVE TRACT MAP NO. 39259 (PTM25-0004)

Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. Staff analyzed the application against these findings for Tentative Tract Map No. 39259 (PTM25-0004) below:

Finding A: *The proposed Tentative Tract Map is consistent with the General Plan.*
Finding of Fact: The General Plan designates the site as the Butterfield Specific Plan with Low Density Residential (0–5 du/ac) and two Medium Density Residential (MDR) land use districts. The proposed subdivision of 160.02 acres into 544 single-family lots meets the minimum lot size of the LDR and MDR land use districts and maintains a density within the Specific Plan range. Planning Area 49A is proposed to increase density to 12 du/ac with attached condominium units on 1,800 condo lots. The designs of the single-family and condominium units are compatible with surrounding neighborhoods and further the Specific Plan's policies on neighborhood character and land use compatibility.

Finding B: *The design and improvements of the proposed Tentative Tract Map is consistent with the zoning district in which the property is located.*
Finding of Fact: The project meets LDR and MDR land use district development standards consistent with Section 5.0 of the Butterfield Specific Plan and meeting all Public Works development standards providing adequate vehicular, pedestrian, and emergency access. All streets, utilities, and drainage facilities will be constructed to City standards.

Finding C: *The site is physically suited for this type of development.*
Finding of Fact: The Final Map of TM35967, approved by the City Council and recorded in 2020, established the current master planned layout of the northern half of the Butterfield Specific Plan. The 160.02-acre site is relatively flat with a gentle north to south downhill grade and will be subdivided into 544 single-family, 36 condominium lots for 248 condo units, with parks and open space, that will be graded and developed to be compatible in size to other surrounding properties of the Butterfield Specific Plan.

Finding D: *The subject site is physically suitable for the proposed density of development.*
Finding of Fact: The proposed density complies with the LDR (0-05 du/ac) and MDR (0-10 du/ac and 0-12 du/ac) designations and the proposed lots and total dwelling units do not exceed the total planned units of 4,862 units per the 2017 amendment to the Butterfield Specific Plan.

Finding E: *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*
Finding of Fact: The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance a previously adopted Environmental Impact Report (EIR) for the

Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) and the proposed project meets or exceeds all development standards, and no further analysis or environmental action is required.

Finding F: *The design of the subdivision or type of improvements is not likely to cause serious public health problems.*
Finding of Fact: The subdivision design of the seven (7) Planning Areas, two (2) park areas, and future home construction will comply with all applicable City codes, California Building Code requirements, and adopted development and public improvement standards for stormwater management, street improvements, and safety.

Finding G: *The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.*
Finding of Fact: The proposed subdivision will submit for a Final Map review with the Public Works Department, which will ensure that all private lots have access, streets are dedicated, utility easements are located, and any emergency access points are delineated and recorded with the Final Map, ensuring emergency and resident access without impacting surrounding neighborhood.

SECTION 3. APPROVAL

The City Council hereby approves Tentative Tract Map No. 39259 (PTM25-0004), subject to the Conditions of Approval attached hereto as Exhibit A.

SECTION 4. CERTIFICATION

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

PASSED, APPROVED AND ADOPTED this 27th day of January, 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 2025-03, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of January, 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
Conditions of Approval

City of Banning
Community Development Department
Conditions of Approval

PROJECT: Tentative Tract Map No. 39259 – PTM25-0004
SUBJECT: Conditions of Approval (City Council Resolution 2026-03)
APPLICANT: Tri Pointe Homes
LOCATION: Northwest corner of Highland Home Road and Southern California Edison (SCE) Corridor - APNs: 408-580-027, -032, -033, -034, -035, -036, 039, -040, -041, -042, -045, -047, -050, -051, -052, -064

EXHIBIT A

To City Council Resolution 2026-03

***All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

Community Development

The Department of Community Development provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Planning Division at (951) 922-3125 for compliance with the following conditions.

Planning Division

COA #	Condition of Approval	Completion Milestone	Status
PLN.General.01	The project shall always comply with all federal, state, County and City laws, codes, regulations, and standards.	Informational	
PLN.General.02	The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to, arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the Project, whether such actions are brought	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	under the California Environmental Quality Act (CEQA), State Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.		
PLN.General.03	The City and Developer are parties to a Development Agreement, recorded on July 17, 2012, as document number 2012-0332888 ("DA"). In the event of any direct inconsistency or conflict between these Conditions of Approval and the DA, the DA shall control. The Developer shall indemnify the City as described in the DA.	Informational	
PLN.General.04	Approval of this entitlement shall not waive compliance with any sections of the CA Government Code, Banning Municipal Code (BMC), or other applicable City ordinances, in effect at the time of building permit issuance.	Informational	
PLN.General.05	The Project permitted under PTM25-0004 (TM39259) shall run with the term of the DA and shall commence operation within two (2) years from the date of this approval. The Community Development Director may, upon a written application being filed 30 days prior to expiration and for good cause, grant an extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Tentative Tract Map complies with all current provisions of BMC Title 16 and Subdivision Map Act.	Informational	
PLN.General.06	Unless approved otherwise by City, the developer shall comply with all applicable conditions of City Council Ordinance No. 1450 approving the Butterfield Specific Plan and conditions of City Council Resolution No. 2017-07 approving Minor Modifications to the Butterfield Specific Plan.	Informational	
PLN.General.07	All mitigation measures required by the Butterfield Specific Plan Environmental Impact Report Mitigation Monitoring and Reporting Program (MMRP), as modified pursuant to the approved Addendum, and conditions of the project's Settlement Agreement shall be implemented if those measures/conditions relate to this phase or part of the	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
	development or are required to be satisfied in connection with this phase or part of the development.		
PLN.General.08	A copy of the signed Resolution of Approval or Community Development Director's letter of approval, along with all conditions of approval and any applicable mitigation measures imposed on Tentative Tract Map No.39259, PTM25-0004, shall be reproduced in legible form on all grading, building, construction, improvement, landscape, and irrigation plans submitted for review and approval as required by the reviewing department.	Informational	
PLN.General.09	Prior to any occupancy/use of the Project site, or business activity being commenced thereon, the applicant shall complete these conditions of approval to the satisfaction of the Community Development Director.	Informational	
PLN.General.10	The subject property shall be operated and maintained in accordance with the site plans stamped approved by the City and on file in the Planning Division, the conditions contained herein, and the applicable regulations within the BMC.	Informational	
PLN.General.11	The Applicant shall submit a perimeter landscape plan for review and approval by the Community Development Department. Landscaping shall be used to soften the visual impact of fencing and integrate the project with surrounding properties, consistent with Amended Butterfield Specific Plan. All required landscaping shall be installed prior to final occupancy of the last dwelling unit within TM39259.	Submit Plans Prior to Issuance of Building Permits Installation Prior to Last Occupancy	
PLN.General.12	The Applicant shall submit a detailed perimeter fencing plan for review and approval by the Community Development Department. Fencing shall be designed in a manner that is compatible with adjacent properties and consistent with the Amended Butterfield Specific Plan. All required fencing shall be installed prior to final occupancy of the last dwelling unit within TM39259.	Submit Plans Prior to Issuance of Building Permits Installation Prior to Last Occupancy	
PLN.General.13	All residential and commercial neighborhoods and public facilities shall require Design Review approval by the Community Development Director.	Informational	
PLN.General.14	*For the residential units developed within **TM39259-2/Planning Area 49A**, the Applicant/developer of the units shall use the attached Occupancy Addendum (Exhibit "B") at the time of initial sale. The Occupancy Addendum is irrevocable during the initial occupancy period and shall not be modified without the written approval of the City. To the fullest extent permitted by law and equity, binding for the*	*Informational*	

COA #	Condition of Approval	Completion Milestone	Status
	benefit and in favor of, and fully enforceable by the City of Banning and its successors and assigns.		
PLN.TTM.01	The subdivision shall be developed in substantial conformance with the approved Tentative Tract Map, the associated exhibits, and these Conditions of Approval.	Informational	
PLN.TTM.02	All lots shall meet or exceed the minimum lot size, width, depth, and other dimensional requirements of the Banning Municipal Code at the time of Final Map recordation.	Prior to Final Map	
PLN.TTM.03	Any common open space, entry features, or landscape areas shown on the Tentative Map shall be landscaped per an approved plan prior to final occupancy of the last dwelling unit within TM39259.	Prior to Occupancy	
PLN.TTM.04	If common areas, open space, or private streets are proposed, the applicant shall establish a Homeowners' Association (HOA) or other mechanism acceptable to the City to ensure ongoing maintenance.	Informational	
PLN.TTM.05	Covenants, Conditions, and Restrictions (CC&Rs) Supplemental Declarations shall be submitted to the Planning Department for review to ensure they address maintenance of any common areas, landscaping, and private improvements.	Informational	
PLN.TTM.06	The applicant shall coordinate with the Community Development Department for the addressing of all lots prior to recordation of the Final Map.	Prior to Final Map	
PLN.TTM.07	Prior to approval of the Final Map, all conditions requiring the provision or proposed project facilities and subdivision improvements for the area covered by the Tentative Map must be satisfied either through performance or through the provision of suitable security prior to recordation of the Final Map.	Prior to Final Map	
PLN.TTM.08	Prior to commencement of development within the tract, the Developer shall provide a written Phasing Plan specifying when the lots within the subdivision will be developed and when all appropriate public infrastructure within the subdivision will be constructed.	Prior to Issuance of Building Permits	

Office of the Fire Marshal

COA #	Condition of Approval	Condition Milestone	Status
Fire.01	BLUE DOT REFLECTORS- Blue retro-reflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation,	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Condition Milestone	Status
	placement of markers must be approved by the Banning Office of the Fire Marshal.		
Fire.02	FIRE PROTECTION WATER SUPPLES/HYDRANTS - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the CFC Appendix C. Fire hydrants shall be located no more than 600 feet from all portions of the exterior of the building along an approved route from a fire apparatus access road. Where new water mains are extended along streets and hydrants are not needed for protection of structures, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along streets for transportation hazards. The size and number of outlets required for the approved fire hydrants are 4" x 2 ½". Final fire hydrant locations shall be determined during the fire water plan review by Banning Office of the Fire Marshal and Public Works. Hydrant spacing shall be whichever is more restrictive, Fire or Public Works. Reference CFC as amended.	Informational	
Fire.03	POTENTIAL FIRE FLOW- Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to the Fire Department to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow. Reference CFC as amended.	Informational	
Fire.04	Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Fire Code Official. Reference CFC as amended.	Informational	
Fire.05	Fire Department Access Turn Around – On-parcel dead-end fire apparatus access roads exceeding 150 feet in length shall provide a bulb turnaround at the terminus measuring a minimum as prescribed in the specific plan In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the "T" dimension is 120 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Banning Office of the Fire Marshal and/or Riverside County Fire Department Policies and Standards.	Informational	
Fire.06	Fire and Life Safety Requirements - Final fire and life safety conditions will be addressed when the Fire Department reviews any subsequent submittals. These conditions will be based on California Fire Code (CFC), California Building Code (CBC), and related codes/standards adopted and amended at the time of construction plan submittal.	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Condition Milestone	Status
Fire.07	Materials and Construction Methods for Exterior Wildfire Exposure - Projects in the Local Responsibility Area, Very High Fire Hazard Severity Zone, and High Fire Hazard Severity Zones shall comply with Chapter 3, R337 of the California Residential Code and California Code of Regulations Title 14 Fire Safety Regulations. Reference CFC as amended.	Informational	
Fire.08	The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by local water company, the originals shall be presented to the Fire Department for signature.	Prior to Final Map Recordation	
Fire.09	SECONDARY ACCESS - Unless otherwise approved by the Fire Department, dead end fire apparatus access roads shall not exceed (660 feet for Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zone areas. 800 feet for Moderate Fire Hazard Severity Zone) 1,320 feet. Secondary egress/access fire apparatus access roads shall provide independent egress/access from/to the area or as otherwise approved by the Fire Department. Secondary egress/access fire apparatus access roads shall be as remote as practical from the primary fire apparatus access road to reduce the possibility that both routes will be obstructed by a single emergency. Additional fire apparatus access roads based on the potential for impairment by vehicle congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access may be required by the Fire Department. Reference CFC as amended and Banning Office of the Fire Marshal/Riverside County Fire Department Policies and Standards	Prior to Final Map Recordation	
Fire.10	Fire Department Access - Fire apparatus access roads shall be provided within 150 feet of all exterior portions of buildings, unless otherwise approved by the Fire Department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road shall be as prescribed in the specific plan. . Additional turnaround designs may be acceptable as approved by the Fire Department The construction of the fire apparatus access roads shall be all weather and capable of sustaining 80,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 14 percent, and the cross slope shall not exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Banning Office of the Fire Marshal/Riverside County Fire Department Policies and Standards.	Prior to Final Map Recordation	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Condition Milestone	Status
	a. Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with all Banning Office of the Fire Marshal/Riverside County Fire Department Standards.		
Fire.11	Phased Construction Access and Water Supply: If construction is phased, an approved phasing plan shall be approved by the Fire Department. Each phase shall provide approved access and water supply for fire protection prior to any construction. Reference CFC as amended.	Prior to Final Map Recordation	
Fire.12	HAZARDOUS VEGETATION AND FUEL MANAGEMENT - Projects in the Local Responsibility Area, Very High and High Fire Hazard Severity Zone shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. A preliminary plan shall be approved by the Fire Department prior to any new parcel map recordation Reference CFC as amended.	Prior to Final Map Recordation	
Fire.13	MAP- HFA REVIEW – Final Hazardous vegetation and fuel management plans shall be submitted and approved by the Fire Department to review and approve building setbacks, water and access for new single-family dwellings that are in a hazardous fire area.	Prior to Issuance of Grading Permit	
Fire.14	TRACT WATER VERIFICATION – An approved temporary or final water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Office of the Fire Marshal prior to any combustible building material placed on an individual lot. Contact the Banning Office of the Fire Marshal to inspect the required fire flow, street signs, all weather surface, and all access and/or secondary. Approved temporary or final water plans must be at the job site. Fire will allow models and production with no secondary access. First production Certificate of Occupancy will require secondary access to be completed.	Prior to Building Permit Issuance	
Fire.15	Projects in the Local Responsibility Area Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zones shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department.	Prior to Building Permit Issuance	
Fire.16	SECONDARY/ALTERNATE ACCESS- In the interest of Public Safety, the project shall provide An Alternate or Secondary Access(s). Said Alternate or Secondary Access(s) shall have concurrence and approval of both the Public Works Department and the Banning Office of the Fire Marshal/Riverside County Fire Department. Alternate and/or Secondary Access(s) shall be approved, constructed, useable, and inspected per approved plans prior to the issuance of the first structure permit. Fire will allow models and production with no secondary access. First	Prior to Building Permit Issuance	

COA #	Condition of Approval	Condition Milestone	Status
	production Certificate of Occupancy will require secondary access to be completed.		
Fire.17	Fire Maps will come into effect July 22, 2025, therefore structures in those areas will be required to comply with Chapter 3377A requirements.	Prior to Building Permit Issuance	
Fire.18	WATER VERIFICATION – The approved final water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Office of the Fire Marshal prior to first certificate of occupancy. Contact the Banning Office of the Fire Marshal to inspect the required fire flow. Approved water plans must be at the job site.	Prior to first Building Certificate of Occupancy	
Fire.19	VERIFICATION INSPECTION- Prior to Certificate of Occupancy, Developer shall contact the Banning office of the Fire Marshal to schedule an inspection for items that were shown at building permit issuance (ie Access, Addressing, Water System and/or Fuel Modification).	Prior to Final Inspection	
Fire.20	RESIDENTIAL FIRE SPRINKLER - Residential fire sprinklers are required in all one and two family dwellings per the California Residential code, California Building Code and the California Fire Code. Plans must be submitted to the Fire Dept. for review and approval prior to installation.	Prior to Final Inspection	

Banning Electric Utility

The Department of Banning Electric Utility provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Banning Electric Division at (951) 922-3160 for compliance with the following conditions.

Electric Engineering Division

COA #	Condition of Approval	Completion Milestone	Status
BEU.ENG.01	The City of Banning Electric Utility (Utility) will require adequate easements needed to service the project. Easements may be needed on all neighborhood entrance streets and areas along the perimeter and interior City Utility Facilities, School sites, and Parks for vaults, conduits, streetlights and pad mounted transformers and switches depending on the use of each site.	Informational	
BEU.ENG.02	The developer will be required to install underground conduits, vaults, and pad-mounted equipment from the	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
	Utility's Sunset Substation throughout the development for electrical distribution. Coordination with the Utility will be required to identify the location of existing conduits near the substation.		
BEU.ENG.03	Easements will be required for Local Streets to serve residential lots and street lighting. Adequate easements will be required to serve all parcels of this project. These easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to include the installation of electric distribution facilities within all common areas.	Informational	
BEU.ENG.04	The developer shall be responsible for facilitating any easement agreements necessary for any overhead/underground electrical infrastructure placed either temporary or permanently.	Informational	
BEU.ENG.05	All streetlights to be installed on the major thoroughfares, arterial streets, and local streets are assumed to be publicly owned and maintained by the Utility.	Informational	
BEU.ENG.06	Prior to constructing the Utility's electric distribution system, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the Utility. It will also be required that the developer follows the Electric Utility Maps & Records requirement (per attachment). This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to service the project.	Informational	
BEU.ENG.07	The Developer shall execute an agreement with the Utility providing for the installation, construction, improvement and dedication of the utility system following recordation of final map.	Informational	

Public Works Department

The Department of Public Works provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Engineering Division at (951) 922-3130 for compliance with the following conditions.

General Conditions

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.General.01	The subject property shall substantially conform to the approved PTM25-0004, TM 39259. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.	Informational	
PW.General.02	Revisions to the approved TM 39259 during plan check process; including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC).	Informational	
PW.General.03	All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.	Informational	
PW.General.04	The applicant shall comply with the approved site plan, the preliminary grading plan, the preliminary WQMP (pWQMP), preliminary Drainage Study, and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision.	Informational	
PW.General.05	An Encroachment Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance.	Informational	
PW.General.06	The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.	Informational	
PW.General.07	Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
	to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act)		
PW.General.08	All future utility systems including electric, telephone, water, sewer, and cable TV, except for temporary utility systems as defined under the development agreement shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.	Informational	
PW.General.09	Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.	Informational	
PW.General.10	All weather vehicular access shall be maintained at all times to all parts of the proposed subdivision, where construction work is in progress, for emergency vehicles.	Informational	
PW.General.11	All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant.	Informational	
PW.General.12	Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings in electronic form or on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the "As-Built" conditions	Informational	

Plans and Clearances

City of Banning
Community Development Department
Conditions of Approval

The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24"x36" sized paper. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors). Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.
All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.
The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer.
The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.
All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions.
An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.
All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

Permit Type	Plan Set	Scale	Notes
Grading	Mass Grading Plan	1" = 100'	
	Rough Grading Plan	1" = 40'	
	Precise Grading Plan	1" = 20'	
	Borrow Pan	1" = 40'	If applicable
	Stockpile Plan	1" = 40'	If applicable
	Retaining Walls	1" = 40'	May be included with any grading plan
	Haul Route	1" = 100'	May be included with any grading plan
	Clearing Plan	1" = 100'	May be included with any grading plan
	Demolition Plan	1" = 100'	May be included with any grading plan

City of Banning
Community Development Department
Conditions of Approval

Permit Type	Plan Set	Scale	Notes
	Erosion and Sediment Control	1" = 40'	Shall be included with any grading plan
Improvement Plans	Street Improvement Plan	1" = 40' Horiz/ 1" = 4' Vertical	May be included with any grading plan
	Signing and Striping Plan	1" = 40'	May be included with any grading plan
	Traffic Signal Plan	1" = 40'	Shall be included with any grading plan
	Traffic Control Plan	1" = 40'	May be included with any grading plan
	Storm Drain Improvement Plan	1" = 40' Horiz/ 1" = 4' Vertical	May be included with any grading plan
	Channel Improvement Plan	1" = 40' Horiz/ 1" = 4' Vertical	Shall be included with any grading plan
	Potable Water Plan	1" = 40' Horiz/ 1" = 4' Vertical	May be included with any grading plan
	Non-Potable Water Plan	1" = 40' Horiz/ 1" = 4' Vertical	May be included with any grading plan
	Sewer Plan	1" = 40' Horiz/ 1" = 4' Vertical	Shall be included with any grading plan
	MNZ Reservoir Plans	As directed	May be included with any grading plan
Final Maps	Final Map	1" = 40'	
	Easement Dedications		
	Corner Records		
	Records of Survey		
Technical Studies	Geotechnical Report		
	Compaction Report		
	Hydrologic and Hydraulic Report		
	Flood Hazard Report		
	CLOMR/LOMR		
	Water Quality Management Plan (WQMP)		
	Water Supply Verification		
Permits and Agreements	Permission to Grade		
	Construction Agreements		
	BMP Agreement		
	Landscape Maintenance Agreement		

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Permit Type	Plan Set	Scale	Notes
	Subdivision/Improvement Agreement		
	Performance Bonds		
	Labor and Material Bond		
	Maintenance Bond		
	Non-Interference Letter		
	Encroachment Permits		
Certifications	Grading Certifications		
	Pad Certifications		

Final Map

COA #	Condition of Approval	Completion Milestone	Status
PW.Map.01	The submittal, approval, and recordation of the Final Map TM39259 shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code.	Informational	
PW.Map.02	The Final Map shall have adequate reservations for public ingress and egress as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area.	Informational	
PW.Map.03	Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights may include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements as directed by the City Engineer. All costs associated with acquiring rights-of-way or easements shall be borne by the applicant.	Informational	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Map.04	In the event that the applicant is unsuccessful in acquiring necessary property rights outside the project/development, the City will consider and potentially act on the option to acquire through eminent domain. Permits (or portions of permits) that are not affected by ROW acquisition will not be held up during the property acquisition or eminent domain process.	Informational	
PW.Map.05	During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required when the design vehicle is likely to use outriggers or other means of load stabilization.	Informational	
PW.Map.06	Any public right-of-way or streets to be vacated from public use, pursuant to Street and Highway Codes Sections 8300 through 8363, shall conform to the complete vacation procedure and show specific circulation alternative, where required. All street vacations shall be shown on the final map.	Informational	
PW.Map.07	All public facilities including sewer, water, non-potable water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved tentative map and as required by the City Engineer and/or other agency maintaining public facilities. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.	Informational	
PW.Map.08	Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.	Informational	
PW.Map.09	A map of the proposed subdivision showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.	Informational	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Map.10	The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.	Informational	
PW.Map.11	The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD or unless such easements do not conflict with the City's or RCFCD's intended purposes or uses. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer.	Informational	
PW.Map.12	The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.	Prior to Final Map Recordation	
PW.Map.13	The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer.	Prior to Final Map Recordation	
PW.Map.14	The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way.	Prior to Final Map Recordation	
PW.Map.15	The Applicant shall dedicate right-of-way or provide temporary easements beyond either the phased construction and/or tract boundary required to provide utility service, public and/or emergency vehicular ingress and egress access to the nearest paved and publicly maintained street as shown of the Tentative Map. All	Prior to Final Map Recordation	

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COA #	Condition of Approval	Completion Milestone	Status
	offers of dedication shall include the corner cut-back at all intersections.		
PW.Map.16	Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows: Faithful Performance Bond 100% of estimated cost Labor and Material Bond 100% of estimated cost Monumentation Bond - In the amount as supplied by the Record Engineer/Land Surveyor and as approved by the City Engineer Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.	Prior to Final Map Recordation	
PW.Map.17	The City and the applicant are to enter into a Subdivision Improvement Agreement to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans.	Prior to Final Map Recordation	
PW.Map.18	The applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format for review and approval. The house number system shall be in accordance with Section 12.32 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal.	Prior to Final Map Recordation	
PW.Map.19	The applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for a conceptual fuel modification plan and program, unless the City of Banning Fire Marshall ("Fire Marshall") finds in writing to the City that such plan and program are not required for development of the property within the boundaries of this Final Map.	Prior to Issuance of any Construction Permit	
PW.Map.20	The applicant shall verify and/or set all property corners, r/w corners, and centerline monuments. Subsequently, the applicant shall cause the surveyor to file the appropriate documents and records to the County of Riverside.	Prior to Release of Surety	
PW.Map.21	Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance	Prior to Release of Surety	

COA #	Condition of Approval	Completion Milestone	Status
	period. Final 10% to serve as the maintenance bond for the 1-year maintenance period.		
PW.Map.22	The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when: • Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor. • Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project.	Prior to Release of Surety	
PW.Map.23	Permanent survey monuments shall be set at the intersection of street centerlines, beginning, and end of curves in centerlines, and at other locations designated by the Director of Public Works and City Engineer. All other centerline monuments shall be placed in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond.	Prior to Release of Surety	

Grading

COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.01	The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.	Informational	
PW.Grade.02	Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.	Informational	
PW.Grade.03	The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall	Informational	

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COA #	Condition of Approval	Completion Milestone	Status
	be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.		
PW.Grade.04	Rough grading plans shall include retaining walls with top of wall and top of footing elevations shown. All footings shall meet minimum Building and Safety department requirements have a minimum of 6"-inch of cover, and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department.	Informational	
PW.Grade.05	Impacts to jurisdictional streams, creeks and drainages shall be reviewed and approved by the appropriate regulatory agencies with jurisdiction in this area and will require the appropriate required permits issued. Long term regular maintenance and operation of drainage improvements, such as detention basins, shall be included in the initial regulatory permitting applications.	Informational	
PW.Grade.06	A detailed Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.	Prior to Recordation of a Final Map	
PW.Grade.07	Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.	Prior to Issuance of a Grading Permit	
PW.Grade.08	Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns.	Prior to Issuance of a Grading Permit	
PW.Grade.09	Temporary basins shall be designed and constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction.	Prior to Issuance of a Grading Permit	
PW.Grade.10	Within park areas or areas accessible to the public, detention/retention basins will be protected from public entry as required where required by CBC.	Prior to Issuance of a Grading Permit	
PW.Grade.11	A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the	Prior to Issuance of a Grading Permit	

COA #	Condition of Approval	Completion Milestone	Status
	recommendations of the comprehensive soils and geotechnical report.		
PW.Grade.12	The applicant shall retain a qualified archeologist, paleontologist, and biologist for observation of grading and excavation activities in accordance with the approved mitigation program.	Prior to Issuance of a Grading Permit	
PW.Grade.13	A grading permit shall be obtained from the Public Works Department and in accordance with the project Development Agreement.	Prior to Issuance of a Grading Permit	
PW.Grade.14	For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"): • Temporary Soil Stabilization (erosion control). • Temporary Sediment Control. • Wind Erosion Control. • Tracking Control. • Non-Storm Water Management. • Waste Management and Materials Pollution Control. All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.	Prior to Issuance of a Grading Permit	
PW.Grade.15	Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site.	Prior to Issuance of a Grading Permit	

COA #	Condition of Approval	Completion Milestone	Status
	Surrounding streets shall be swept daily and maintained free of dirt and debris.		
PW.Grade.16	The grading plan shall conform with all required mitigation measures identified in the Mitigation Monitoring and Reporting Plan, and obtain clearance from the Planning Department prior to plan approval.	Prior to Issuance of a Grading Permit	
PW.Grade.17	A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any precise grading activity.	Prior to Issuance of a Building Permit	
PW.Grade.18	The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer.	Prior to Issuance of a Building Permit	
PW.Grade.19	The applicant shall provide a Final Grade Certification. The certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall show actual building setbacks, swales, drainage devices, and other items shown in conformance with the approved Precise Grading Plan.	Prior to Certificate of Occupancy	

Stormwater/Water Quality

COA #	Condition of Approval	Completion Milestone	Status
PW.Storm.01	The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code.	Informational	
PW.Storm.02	The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.		
PW.Storm.03	The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The Project will use on-site detention basins to reduce the storm water flows to or below the existing condition flows prior to their discharge to areas located downstream of the project. The project shall be designed to detain the 100 year 3 hour storm. Detention facilities shall have a maximum draw down time of 72 hours.	Informational	
PW.Storm.04	Applicant shall submit drainage improvement plans for the proposed subdivision with the accompanying hydrology and hydraulic analysis and shall be designed per the RCFC&WCD Hydrology Manual and the City of Banning flood control standards. Finalized studies shall verify the size of flood control facilities. Plans shall be submitted to RCFC&WCD and/or the City of Banning for review and approval for facilities that are to be owned and/or maintained by RCFC&WCD.	Informational	
PW.Storm.05	If the site is located in a Flood Area as identified in a Flood Insurance Rate Map (most current published date) the applicant is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.	Informational	
PW.Storm.06	The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Applicant shall provide a copy of the approved FEMA CLOMR with a rough grading application.	Informational	
PW.Storm.07	Prior to issuance of any grading or building permit, the applicant shall install trash filters on newly constructed storm drain systems that are not tributary to any onsite water quality/detention basin in compliance with the Trash Amendment as amended and approved in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011.	Informational	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Storm.08	The applicant shall identify and include in its improvement plans structural and non-structural Best Management Practices (BMP's) as outlined in the Final Water Quality Management Plan (WQMP).	Prior to the Recordation of a Final Map	
PW.Storm.09	The applicant shall prepare a Final Water Quality Management Plan in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. The WQMP shall identify if the project meets the criteria of a Priority Development Project and identify project Site Design BMP's and Treatment Control BMP's as applicable. The WQMP shall be reviewed and approved by the City Engineer.	Prior to the Issuance of a Grading Permit	
PW.Storm.10	The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land.	Prior to the Issuance of a Grading Permit	
PW.Storm.11	If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a conditional letter of map revision (CLOMR) shall be processed through FEMA and provided to the City Engineer.	Prior to the Issuance of a Grading Permit	
PW.Storm.12	If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a letter of map revision (LOMR) shall be processed through FEMA and provided to the City Engineer prior to occupancy of affected lots.	Prior to Certificate of Occupancy	
PW.Storm.13	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Streets and Traffic

COA #	Condition of Approval	Completion Milestone	Status
PW.Street.01	All street designs shall comply with City of Banning standard drawings where available. If no City standard is available applicant may select standards in the following order: 1 - City of Banning Standards 2 - Riverside County Standard Drawings 3 - 'Greenbook' Standard Drawings	Informational	

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COA #	Condition of Approval	Completion Milestone	Status
	4 - Caltrans Standard Drawing 5 - Other published standards, subject to approval from the City Engineer. Any standard drawing other than City of Banning standards shall be included on the improvement plan set as reference.		
PW.Street.02	All street designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transitions to existing street sections.	Informational	
PW.Street.03	Any public improvements within the map boundary damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.	Informational	
PW.Street.04	Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.	Informational	
PW.Street.05	Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method.	Informational	
PW.Street.06	Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years.	Informational	
PW.Street.07	Minimum AC Thickness for any roadway shall be 4" AC, completed in at least 2 lifts. For intract roadways, final lift shall be a 0.15-foot cap completed after onsite construction is completed.	Informational	
PW.Street.08	A minimum of 32' of asphalt pavement are required for all new roadways. For LOCAL, COLLECTOR, DIVIDED COLLECTOR, and SECONDARY HIGHWAYS, applicant shall provide additional pavement opposite the street centerline of the project to meet the 32' pavement requirement.	Informational	
PW.Street.09	A minimum width of 20 feet for a paved or all weather emergency access.	Informational	
PW.Street.10	Applicant shall provide horizontal and vertical site distance calculations per Riverside County transportation and Caltrans Standards for review and approval by the City Engineer. Safe horizontal traffic sight distances and vertical curve sight distances shall be maintained regardless of street intersection angles, street grades, landscaping, or the lot configuration shown on the approved tentative tract map, as follows: • All vertical curve sight line design shall be per the Caltrans Design Manual (Figures 201-latest, Topic 405-latest, et al). The vertical curve design speed along with the	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	requisite vertical curve geometric data shall be shown on the improvement-drawing sheet where the curve occurs. • All horizontal curve sight line design shall be per Riverside County Standards (Plates 114, 821, et al). Horizontal curve design speeds along with the related geometric data shall be tabulated on the improvement drawing sheets where the curves occur. • Horizontal and vertical sight distances shall be maintained even if such compliance results in reconfigured lots and/or a reduction in the lot count shown on the approved tentative map. City of Banning Ordinances shall be met while achieving the required safety requirements.		
PW.Street.11	In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.).	Informational	
PW.Street.12	Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to.	Informational	
PW.Street.13	The street improvement plans shall include details for all ADA ramps, indicating elevations and grades in accordance with City of Banning standard drawings at a scale of 1"=10' or larger if necessary.	Informational	
PW.Street.14	All streets shall have a maximum grade of 15 percent. Wherever feasible street grades should be kept to 12 percent or less.	Informational	
PW.Street.15	Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.	Informational	
PW.Street.16	Commercial driveway grades shall not exceed eight percent unless approved by the City Engineer.	Informational	
PW.Street.17	Residential driveway grades shall not exceed twelve percent unless approved by the City Engineer.	Informational	
PW.Street.18	Traffic improvements shall adhere to the phasing criteria shown in the approved Traffic Verification Memo.	Informational	
PW.Street.19	Signing and Striping Plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, reflective pavement markers (including blue raise pavement markers at fire hydrants), and street name signs.	Informational	
PW.Street.20	All existing overhead utility lines located on or adjacent to the site shall be undergrounded prior to public improvement acceptance and surety release, to the satisfaction of the Public Works Director, including but not limited to, electrical distribution,	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	telephone, and cable lines, with the exception of electric utility lines over 33 kV in accordance with Ordinance 1500.		
PW.Street.21	Applicant shall submit and obtain approval from the City Fire Marshall for the street improvement plans for all public or private access drives or streets. The plans shall include plan view and sectional views and indicate the grade and width of the road measured from flow-line to flow-line. Applicable covenant, conditions or restrictions (CC&R's) or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates, or other modifications within said easement or access road unless prior approval from the Fire Marshall is granted.	Prior to Grading Permit	
PW.Street.22	The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided.	Prior to Recordation of Final Map	
PW.Street.23	Prior to map recordation for any subsequent development phases, detailed phasing plans shall be submitted for review and approval by the Community Development Director and City Engineer. Each phasing plan shall identify construction access, public access and emergency access routes. The City Engineer reserves the right to modify any phasing plan.	Prior to Recordation of Final Map	
PW.Street.24	A Traffic Control Plan shall be submitted for review and approval by the City Engineer. For roadways classified as Secondary Highway or greater, the Traffic Control Plan shall be prepared by a California Registered Traffic Engineer or Civil Engineer experienced in this type of plan preparation. WATCH manual may be used for lower classification roads.	Prior to Encroachment Permit	
PW.Street.25	Applicant shall prepare and process a Street Improvement Plan for approval by the City Engineer. Streets shall be designed in accordance with City Standards and cross sections as shown in the project entitlement documents.	Prior to Encroachment Permit	
PW.Street.26	Street lights shall be depicted on the street improvement plan and submitted for review and approval by the City's Electric Department and City Engineer. Street lights shall be installed in accordance with the approved plans City of Banning Electric Department Standards. A detailed lighting plan shall be submitted for review and approval by the City's Electric Department and City Engineer prior to recordation of Tr 39259. The plan shall indicate style, illumination, location, height and length of mast arm. A photometric study shall be submitted to justify street light locations.	Prior to Encroachment Permit	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Street.27	Applicant shall include the temporary "F" Street alignment with the Street Improvement Plans. With a minimum 32' AC within a 96' easement as shown on the tentative map. Lighting and/or reflective striping/warning shall be included on the interim street to the satisfaction of the City Engineer	Prior to Certificate of Occupancy	
PW.Street.28	Applicant shall provide any offsite roadways required to comply with Conditions of Approval from other departments, including emergency access. Applicant shall include easements and/or rights of way as necessary to comply with Conditions of Approval.	Prior to Certificate of Occupancy	
PW.Street.29	All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance.	Prior to Certificate of Occupancy	
PW.Street.30	All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or other governing agency to the satisfaction of the City Engineer or their designee.	Prior to Certificate of Occupancy	
PW.Street.31	Applicant shall install all street name signs, striping, and related signage as shown on the approved plans to the satisfaction of the City Engineer.	Prior to Certificate of Occupancy	
PW.Street.32	Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets within the map boundary. City of Banning accepted streets within the Specific Plan. The condition does not apply to Highland Springs Avenue or Wilson Street, where due to the regional nature of these facilities, it would be impossible to validate the amount of pavement damage cause by ongoing construction activities.	Prior to Release of Surety	
PW.Street.33	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Landscaping

COA #	Condition of Approval	Completion Milestone	Status
PW.LS.01	Prior to laying of the aggregate base layer for any new streets, all landscaping irrigation services (or sleeves to accommodate said services) shall be installed. Street cut permits may be denied and alternate methods may be	Informational	

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COA #	Condition of Approval	Completion Milestone	Status
	required for any construction within a street that was accepted by the City within the prior five years.		
PW.LS.02	The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public rights-of-way, and median islands constructed in connection with the project in accordance with applicable City standards until maintenance of such area is turned over to an HOA or to individual property owners. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal.	Informational	
PW.LS.03	Landscape and irrigation plans for all required facilities shall be submitted for approval. The final design of the parkways, walls, landscaping, and sidewalks (as applicable) shall be included in the plans and shall be subject to approval by the Community Development Director and City Engineer.	Informational	
PW.LS.04	All landscape improvements within public right of way shall be compliant with the City of Banning MWELO guidelines.	Informational	
PW.LS.05	A homeowners' association shall be established and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer at the time set forth in the DA providing for maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, onsite private parking/roadway, any debris basins, BMPs referenced in the approved WQMP, and median island landscaping. The developer shall appoint the initial members of the Board of Directors of the homeowners' association or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.	Prior to Recordation of Final Map	
PW.LS.06	The conditions, covenants, and restrictions shall contain provisions which prohibit dissolution of the homeowners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the homeowners' association. The conditions, covenants and restrictions shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these Conditions of Approval.	Prior to Recordation of Final Map	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.LS.07	An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.	Prior to Occupancy	
PW.LS.08	Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval.	Prior to Surety Release	

Potable Water

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.01	All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.Wat.02	All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.	Informational	
PW.Wat.03	All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.	Informational	
PW.Wat.04	Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.	Informational	
PW.Wat.05	A water improvement plan shall be submitted showing proposed water service connection sizes and locations, including separate laterals for irrigation and fire protection. Irrigation water services will require the installation of a RP backflow protection device.	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.06	All main water lines and fittings shall be a minimum of 8-inch in diameter and shall be DIP. Water line easements shall be a minimum width of 20 feet if installed outside of right-of-way or public utility easement.	Informational	
PW.Wat.07	Fire hydrants shall be installed within the tract boundaries as required in FIRE.02.	Informational	
PW.Wat.08	The fire service with require a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department.	Informational	
PW.Wat.09	Detailed water demand calculations shall be submitted to justify meter sizing and to determine annual water demands, both for indoor and outdoor use at community facilities and landscape meters.	Informational	
PW.Wat.10	A backflow device must be installed on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications.	Informational	
PW.Wat.11	All water mains shall be looped whenever feasible, and dead-end water mains shall be provided with fire hydrants and auto-flush systems or as directed by the City Engineer.	Informational	
PW.Wat.12	As required by the City Engineer and prior to recordation of the final tract map, the City shall prepare at Applicant's expense a Water Verification Memo. The Water Verification Memo shall include but not be limited to identifying well production facility locations, treatment requirements, define on/off site transmission facilities, location and volume of system storage, define system points of connection and booster or reducing stations. The report must verify that water pipeline sizes and pressures meet all required water flow rates and identify offsite system improvements and phase in which they shall be constructed.	Prior to Recordation of Final Map	
PW.Wat.13	Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. The Applicant is required to design and construct all those water facilities identified in the approved Focused Water Study and in accordance with the phasing plan selected and approved by the City Engineer. All the proposed new waterlines shall connect into the City's water supply and be designed and constructed to City Standards.	Prior to Recordation of Final Map	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.14	Submit Water Improvement Plans to the City Engineer for review and approval. Design and construct water lines throughout and to property boundaries to tract as needed. The proposed new water lines shall connect to the City's water system as needed.	Prior to Building Permit	
PW.Wat.15	The applicant shall not construct or make operable any water line unless the applicant can successfully demonstrate that the water pressure is at a minimum 40 psi.	Prior to Occupancy	
PW.Wat.16	The construction of the Mountain North Reservoir shall be completed/made operable by the developer and accepted by the City prior to first Certificate of Occupancy.	Prior to First Certificate Occupancy	
PW.Wat.17	All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases if the construction work is in progress for emergency vehicles.	Prior to Occupancy	
PW.Wat.18	Prior to park and open space occupancy release, an RP backflow device must be installed on all irrigation water connections. The backflow device must be in compliance with the Title 17 and 22 California Code of Regulations.	Prior to Occupancy	
PW.Wat.19	The applicant shall perform pressure testing, flushing, and Bac-T testing approved by the City Inspector prior to surety release and acceptance of water improvements.	Prior to Release of Surety	
PW.Wat.20	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Non-Potable Water

COA #	Condition of Approval	Completion Milestone	Status
PW.NPW.01	All public non-potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.NPW.02	Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.	Informational	
PW.NPW.03	Submit non-potable water Improvement Plans to the City Engineer for review and approval. Design and construct non-potable water lines to parks, schools, and other large	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	irrigation areas and to tie-in points at the tract boundary as agreed to in the Development Agreement by the Developer, and the City of Banning.		
PW.NPW.04	All non-potable water lines to be constructed within the Public right-of-way shall be a minimum of 8-inches in diameter DIP. Final sizes shall be approved by the City Engineer based on hydraulic calculations provided by the design engineer. Where non-potable water line easements are necessary, they shall be a minimum of 20 feet wide if improvements are installed outside of right-of-way or public utility easements.	Informational	
PW.NPW.05	All non-potable water lines shall be Ductile Iron Pipe (DIP) Class 350, with restrained joints conforming to DIPRA design guidelines where required. All non-potable water DIP mains shall be protected with purple-colored V-Bio polyethylene encasement.	Informational	
PW.NPW.06	Prior to occupancy release, a backflow device must be installed on each irrigation water connection; and in compliance with the State of California Department of Health Regulations Title 17 and 22. Contact the City of Banning, Water Operations Division, prior to the installation.	Informational	
PW.NPW.07	The non-potable water plans shall include appropriate signage for the irrigation of publicly-accessible areas with non-potable water as required by the California Code of Regulations.	Informational	
PW.NPW.08	Submit Non-Potable Water Improvement Plans to the City Engineer for review and approval. Design and construct non-potable water lines to property boundaries to tract as needed. The proposed new non-potable water lines shall connect to the City's non-potable water system as needed.	Prior to Building Permit	
PW.NPW.09	As required by the City Engineer and prior to recordation of the final tract map, applicant shall prepare and City shall approve a supplemental Focused Recycled Water Study (may be combined with the Focused Water Study) to define system components and shall include a phasing plan for all recycled water facilities. Prior to map recordation, recycled water plans shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer. Design and installation of recycled water facilities shall be in accordance with the requirements and specifications of the State Division of Drinking Water, Riverside County Environmental Health, and the City of Banning. If interim use of potable water is required until Recycled water becomes available, a potable-to-non-potable above ground connection shall be designed, with	Prior to Final Map	

COA #	Condition of Approval	Completion Milestone	Status
	a reduced pressure backflow preventor. The number of potable-to-non-potable connections shall be kept to a minimum, and are subject to approval by the State Division of Drinking Water.		
PW.NPW.10	The applicant shall perform testing approved by the City Inspector prior to surety release and acceptance of non-potable water improvements.	Prior to Release of Surety	
PW.NPW.11	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Sewer

COA #	Condition of Approval	Completion Milestone	Status
PW.Sew.01	All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.Sew.02	Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.	Informational	
PW.Sew.03	All sewer lines to be constructed within the public right-of-way shall be extra strength Vitrified Clay Pipe (VCP) or Polyvinyl Chloride (PVC) SDR 26 Pipe. All sewer mains shall be minimum of 8 inches in diameter. Any sewer main greater than 15-inches (15") shall be extra strength VCP. Any sewer with more than 15' cover (FG/FS to top of pipe) shall be extra strength VCP. Final sizes shall be approved by the City Engineer based on calculations submitted by the design engineer accounting for ultimate discharge flows for phase and all upstream areas. Sewer line easements shall be a minimum of 20 feet wide if installed outside of right-of-way or public utility easement.	Informational	
PW.Sew.04	Each residential unit shall have its own sewer lateral and shall be PVC SDR 26.	Informational	
PW.Sew.05	Any pad with an elevation lower than the nearest upstream manhole rim elevation shall require a backwater valve.	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.Sew.06	Sewer mains shall maintain a straight alignment from manhole to manhole whenever feasible. Bends in PVC pipe shall not be allowed. The required radius, when necessary, shall be achieved by use of deflection at the joint with VCP pipe, following manufacturer's guidelines.	Informational	
PW.Sew.07	Applicant shall fill out and submit an Industrial User Survey form and an Industrial Waste Permit application. (i.e. commercial/community kitchen)	Prior to Encroachment Permit	
PW.Sew.08	Submit Sewer Improvement Plans to the City Engineer for review and approval. The phasing plan shall identify all required sewer infrastructure (e.g. sewer mains, lift stations, treatment facilities, manholes, etc.) required to meet the demands of the tract map. A hydraulic analysis will need to be prepared and submitted that demonstrates the maximum discharge that can be accommodated by the existing collections system before a new trunk line is needed. Design and construct sewer lines throughout and to property boundaries of this tract. The proposed new sewer lines shall connect into the City's sewer system.	Prior to Encroachment Permit	
PW.Sew.09	As required by the City Engineer and prior to recordation of the final tract map, the applicant shall submit a redline revised copy of the previously approved Specific Plan Sewer Study with updates to reflect the final built condition through this phase and demonstrate that the current buildout is substantially consistent with the approved sewer study.	Prior to Recordation of Final Map	
PW.Sew.10	Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and of the City Engineer.	Prior to Recordation of Final Map	
PW.Sew.11	All required sewer lines and sewer laterals shall be installed and made operable before any building permits are issued. This may be done in phases at the discretion of the City Engineer.	Prior to Building Permit	
PW.Sew.12	The applicant shall inspect with CCTV all new public sewer mains and submit to the City for review and approval prior to surety release and acceptance of sewer improvements.	Prior to Release of Surety	
PW.Sew.13	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Refuse

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.Refuse.01	Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.28SOWACODI	Informational	
PW.Refuse.02	Applicants are required to use the City's exclusive franchise hauler (Waste Management) unless otherwise approved in writing by the Public Works Department.	Informational	
PW.Refuse.03	Construction debris shall be disposed of at a certified recycling site. It is the responsibility of the developer to contact the City's franchised solid waste hauler, Waste Management of the Inland Valley, at 1-800-423-9986 for disposal of construction debris.	Informational	
PW.Refuse.04	Applicants are encouraged to review the referenced sections in the 2022 California Green Building Standard Code: https://codes.iccsafe.org/content/CAGBC2022P3	Informational	
PW.Refuse.05	Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2022 California Green Building Standards Code (CALGreen)	Prior to Certificate of Occupancy	
PW.Refuse.06	Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Environmental Program Coordinator prior to commencement of construction or demolition. Contact refuse@banningca.gov or 951.922.3193 for further details and to obtain a plan template.	Prior to Demolition AND/OR Prior to Building Permit	
PW.Refuse.07	Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Environmental Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the Environmental Program Coordinator at refuse@banningca.gov or 951.922.3193 for further details and to obtain a report form template.	Prior to Certificate of Occupancy	
PW.Refuse.08	For any alley loaded and multi-family project, the applicant shall supply a Trash Management Plan indicating where bin placement will occur on the specified trash collection day. Appropriate signage shall be required to restrict parking in trash collection zones on collection day, and the 24-hour	Prior to Certificate of Occupancy	

COA #	Condition of Approval	Completion Milestone	Status
	period prior to and after collection day. Striping and signage may be shown on the signing and striping plan.		

Fees

COA #	Condition of Approval	Completion Milestone	Status
PW.Fees.01	All fees must be paid in full at the thresholds identified below. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.	Informational	
PW.Fees.02	Applications submitted without full payment of fees are deemed incomplete. Plan review will not commence until all fees are paid.	Informational	
PW.Fees.03	Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.	Informational	
PW.Fees.04	Public Works Grading Permit fees (including fees for NPDES inspections) shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.	Prior to Grading Permit	
PW.Fees.05	Public Works Encroachment Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.	Prior to Encroachment Permit	
PW.Fees.06	Water Meter fees and installation fees shall be paid in full prior to installation of any water meter in accordance with the fee schedule in effect at that time.	Prior to Installation	
PW.Fees.07	Water connection fees shall be paid in accordance with the fee schedule in effect at that time and in accordance with the DA.	Prior to Building Final/C of O	
PW.Fees.08	Sewer connection fees shall be paid in accordance with the fee schedule in effect at that time at that time and in accordance with the DA.	Prior to Building Final/C of O	
PW.Fees.09	Traffic Impact fees shall be paid in accordance with the fee schedule in effect at that time at that time and in accordance with the DA.	Prior to Building Final/C of O	

END

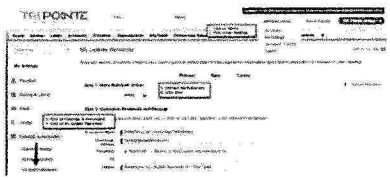


EXHIBIT B

Community: <<Community_Site_Name>>
Phase #:<<Home_Site_Phase>>
Homesite: <<Home_Site_Site_Number>>

<<Division_Setting_Mailing_Address>>
<<Division_Setting_Phone>>
<<Division_Setting_General_Contractor_License_Number>>

OCCUPANCY ADDENDUM

This Occupancy Addendum ("**Addendum**") is attached to and forms a part of the Purchase Agreement ("**Purchase Agreement**"), executed between Buyer and Seller for the property described in the Purchase Agreement. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Consistent with its policy to provide a stabilized community of owner-occupied homes and to provide for the availability of institutional financing for the purchasers of such homes, Seller desires to sell homes only to people who will utilize them as their residences. Therefore, in order to induce Seller to agree to sell the Property to Buyer, Buyer represents and agrees as follows:

1. **USE AS RESIDENCE FOR ONE YEAR**. Buyer represents and warrants to Seller: (a) that Buyer is purchasing the Property for use as Buyer's principal or secondary residence, (b) that Buyer will utilize the Property as Buyer's principal or secondary residence upon Closing, and (c) that Buyer shall not attempt to transfer Buyer's rights under the Agreement nor enter into any agreement for the lease, sale or other transfer of the Property that would result in Buyer's failure to utilize the Property as Buyer's principal or secondary residence for a period of at least one year from Closing ("**Occupancy Period**"). The provisions of this paragraph and the accuracy of the above representations and warranties constitute a covenant of Buyer and a condition to Seller's performance under the Purchase Agreement ("**Occupancy Requirement**").

The following illustrates some, but not all activities that may constitute a violation of the Occupancy Requirement:

1.1 Assigning the Purchase Agreement to another person prior to Closing.

1.2 Advertising, listing or otherwise offering the Home for sale or rent to others at a time or in a manner that would result in failure or inability to utilize the Home as a principal or secondary residence for the full Occupancy Period.

1.3 Entering an agreement to sell or rent the Home that would cause Buyer to move from the Property prior to the expiration of the Occupancy Period.

1.4 Taking any other action that indicates to Seller that Buyer does not have a bona fide intention of utilizing the Home as Buyer's principal or secondary residence for the full Occupancy Period.

2. **NO TRANSFER BY BUYER DURING THE OCCUPANCY PERIOD**. Except for "**hardship**" situations described below, any sale, lease or other transfer which results in the failure by Buyer to utilize the Property as Buyer's residence during the Occupancy Period shall constitute a breach of the Purchase Agreement. Any such breach shall entitle Seller to any remedy to which Seller is entitled by law or in equity including, without limitation: (a) the right but not the obligation to re-purchase the Property for the Purchase Price less any costs to restore the Property to the condition it was in at Closing, (b) in the case of a sale or other transfer of fee title to the Property, the amount of the appreciation of the Property since Closing pursuant to the Purchase Agreement, or (c) in the case of a lease or other occupancy agreement ("**Lease**"), the greater of: (i) the actual rent or economic consideration or (ii) the fair market rental value of the Property (in either case, "**Rent**") payable to or for the benefit of Buyer during the Occupancy Period pursuant to the Lease. For purposes of this provision, "**appreciation**" shall mean the difference between (i) the fair market value of the Property at the time of Buyer's sale thereof, less customary costs of resale paid by Buyer such as broker's commission, escrow fees and title costs, and (ii) the Purchase Price paid by Buyer to Seller for the Property, except that appreciation shall not include any increased property value attributable to improvements made by Buyer to the Property since Closing. Buyer shall pay any amounts

owing pursuant to this paragraph immediately upon its receipt of Rent, in the case of a Lease, or immediately upon its receipt of sales proceeds, in the case of the transfer of fee title.

3. **NO EQUITABLE SERVITUDES**. Nothing created herein shall be deemed an equitable servitude.

4. **SUBORDINATION**. Buyer acknowledges and agrees that a violation of this Addendum by Buyer shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value by Buyer, and that the covenants and provisions of this Addendum shall be inferior and subordinate to the lien of any such first mortgage or deed of trust recorded concurrently with the deed conveying the Property to Buyer.

5. **NO GUARANTEE, REPRESENTATION OR WARRANTY. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT, NOTWITHSTANDING THE ABOVE, SELLER DOES NOT GUARANTEE THAT THE COMMUNITY IN WHICH THE PROPERTY IS LOCATED WILL BE ENTIRELY OWNER OCCUPIED. SELLER HAS NO OBLIGATION TO ENFORCE THE TERMS OF THIS OR ANY OTHER OCCUPANCY ADDENDUM FOR RESIDENCES IN THE COMMUNITY. BUYER IS NOT A THIRD PARTY BENEFICIARY TO ANY SUCH AGREEMENTS WITH OTHER HOMEOWNERS. BUYER ACKNOWLEDGES THAT THE COMMUNITY MAY CONTAIN RENTAL UNITS, AND/OR THAT HOMES WITHIN THE COMMUNITY MAY BE LEASED, RENTED OR SOLD WITHIN THE OCCUPANCY PERIOD APPLICABLE TO BUYER PURSUANT TO THIS ADDENDUM. SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE RATE OF OWNER-OCCUPIED RESIDENCES WITHIN THE COMMUNITY.**

6. **HARDSHIP**. The following events shall be deemed to constitute "hardship" situations under which Buyer may transfer its right, title and interest in the Property prior to occupying and holding title to the Property for the Occupancy Period.

6.1 A transfer resulting from the death of Buyer.

6.2 A transfer by Buyer where the spouse of Buyer becomes the only co-owner of the Property with Buyer.

6.3 A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement contract incident to such decree.

6.4 A transfer by Buyer into a revocable inter vivos trust in which Buyer is a beneficiary.

6.5 A transfer, conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, pledge, assignment or hypothecation will be released or reconveyed upon the completion of such performance.

6.6 A transfer by Buyer where necessary to accommodate a job transfer required by Buyer's employer (not including Buyer, if Buyer is self-employed).

6.7 A transfer necessitated by a medical or financial emergency, proof of which emergency has been delivered to Seller, and has been approved by Seller in its reasonable discretion.

6.8 A transfer which, in the reasonable judgment of Seller, constitutes a "hardship" situation consistent with the intentions of this Addendum.

7. **FHA/VA LOANS**. Notwithstanding anything to the contrary contained herein, in the event the mortgage or deed of trust encumbering the Property is insured by FHA or guaranteed by VA, any occupancy requirements of FHA and/or VA, as applicable, shall apply, and the provisions of this Occupancy Addendum shall automatically terminate and shall be of no force and effect.

8. **BUYER ACKNOWLEDGEMENT**. Buyer acknowledges that: (i) Buyer has read the provisions of this Addendum, (ii) Buyer understands the provisions of this Addendum and agrees they are reasonable, and (iii) Buyer acknowledges that no representation, warranty or other promise not contained in this Addendum has been made to Buyer by Seller's Representatives upon which Buyer is relying in connection with Buyer's purchase of the Property.

EXHIBIT B

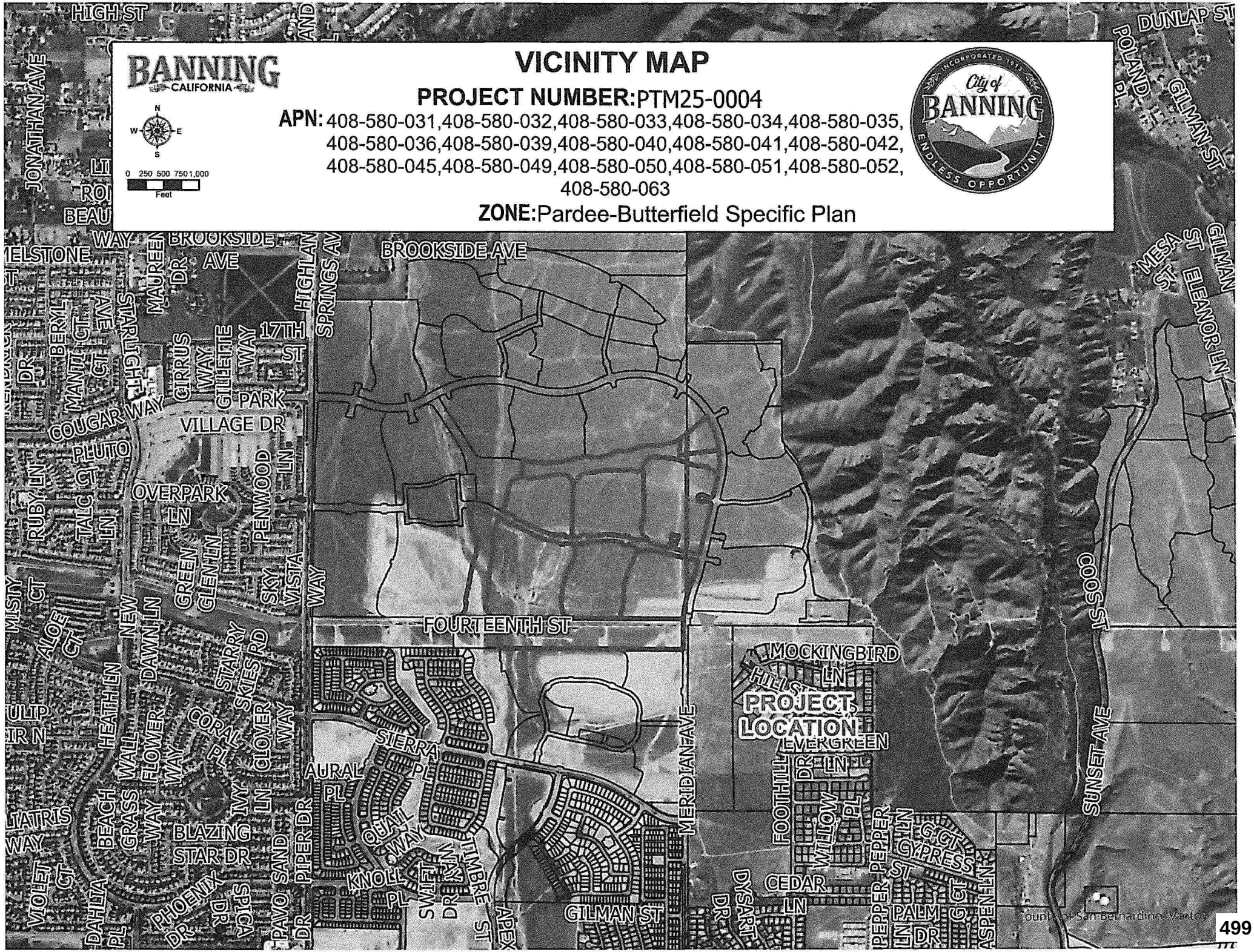
BUYER:

dl.signhere.1	dl.datesign.1
<<PB_FirstName>> <<PB_LastName>>	Date
dl.signhere.2	dl.datesign.2
<<CB1_FirstName>> <<CB1_LastName>>	Date
dl.signhere.3	dl.datesign.3
<<CB2_FirstName>> <<CB2_LastName>>	Date
dl.signhere.4	dl.datesign.4
<<CB3_FirstName>> <<CB3_LastName>>	Date

SELLER:

<<Opportunity_Division>>

By: dl.signhere.7	dl.datesign.7
Name: <<Opportunity_VP_of_Sales>>	Date
Title: <<VP_of_Sales_Title>>	


BANNING
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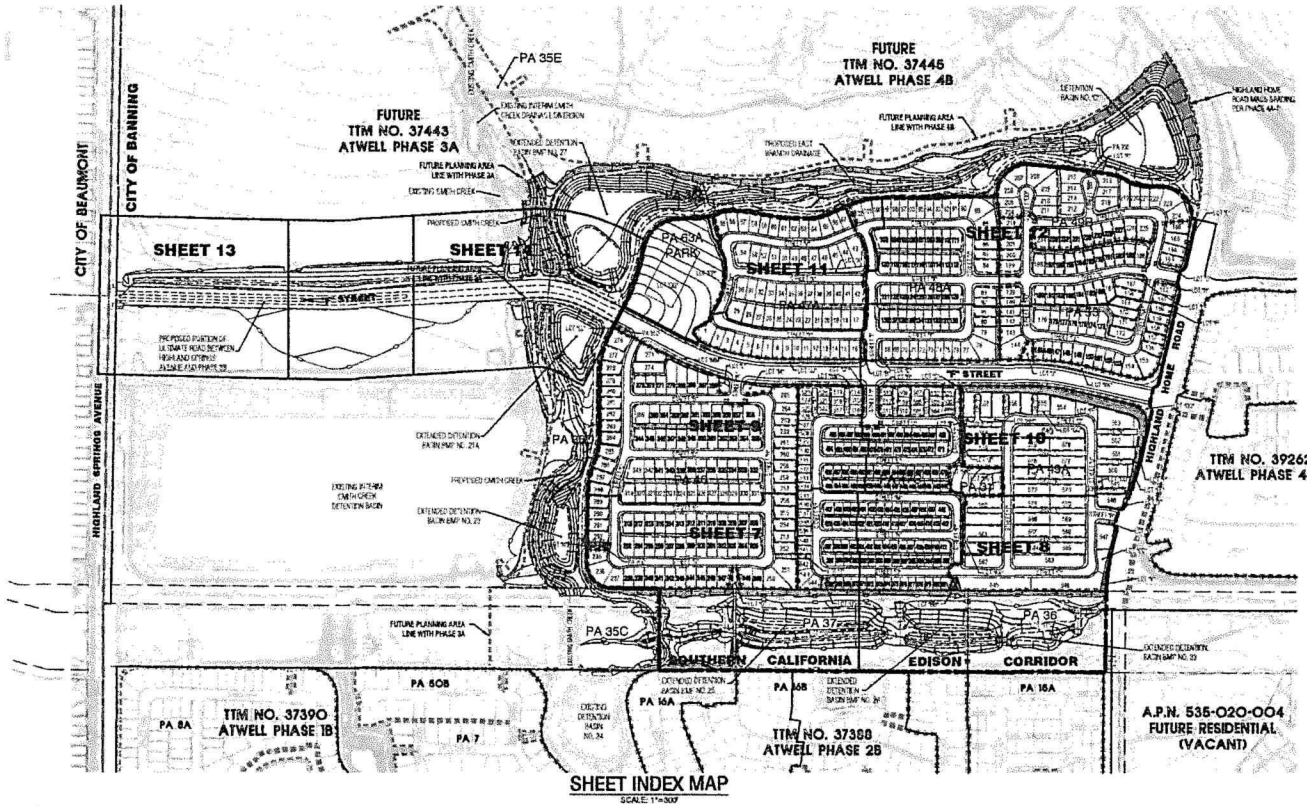
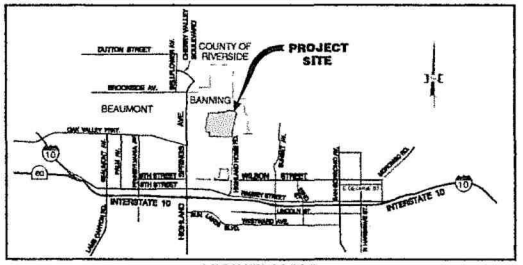
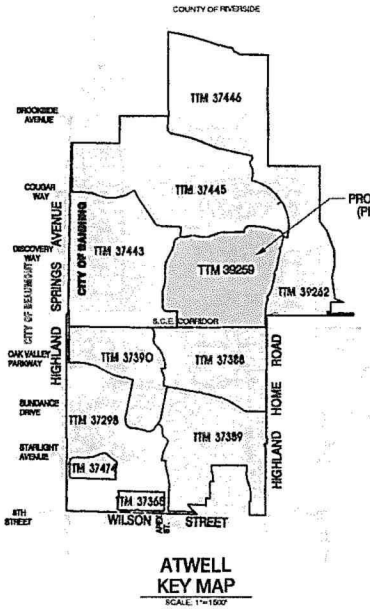
Feet
VICINITY MAP
PROJECT NUMBER: PTM25-0004
APN: 408-580-031, 408-580-032, 408-580-033, 408-580-034, 408-580-035, 408-580-036, 408-580-039, 408-580-040, 408-580-041, 408-580-042, 408-580-045, 408-580-049, 408-580-050, 408-580-051, 408-580-052, 408-580-063
ZONE: Pardee-Butterfield Specific Plan
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
HIGH ST
DUNLAP ST
POLAND PL
GILMAN ST
JONATHAN AVE
BROOKSIDE AVE
MAUREEN DR
HIGHLAND SPRINGS AV
MESA ST
ELEANOR LN
17TH ST
STARLIGHT AVE
BERYL CT
MANTI CT
CIRRUS WAY
GILLETTE WAY
PARK VILLAGE DR
COUGAR WAY
PLUTO CT
OVERPARK LN
PENWOOD LN
RUBY LN
TALC LN
GREEN GLEN LN
SKY VISTA WAY
COOS ST
FOURTEENTH ST
MOCKINGBIRD LN
HILL ST
PROJECT LOCATION
EVERGREEN LN
FOOTHILL DR
WILLOW PL
PEPPER LN
G CT
CYPRESS ST
CEDAR LN
PALM DR
ASPEN LN
DYSART DR
MERIDIAN AVE
SUNSET AVE
GILMAN ST
APEX
SWIFT DR
TIMBRE ST
KNOLL PL
QUAIL WAY
SIERRA PL
AURAL PL
PIPER DR
PAVO SAND DR
SPICA DR
PHOENIX DR
DAHLIA PL
VIOLET CT
BLAZING STAR DR
BEACH GRASS WAY
IVY LN
CLOVER WAY
CORAL PL
FLOWER WAY
HEATH LN
STARRY SKIES RD
DAWN LN
NEW
ALOE CT
MISTY CT
TULIP CIR N
LIATRIS WAY
County of San Bernardino, Vantor



SHEET INDEX MAP
SCALE: 1"=300'



VICINITY MAP
NOT TO SCALE



ATWELL
KEY MAP
SCALE: 1"=1500'

LEGEND

- TENTATIVE TRACT MAP BOUNDARY
- PLANNING AREA BOUNDARY
- SHEET MATCH LINE

SHEET INDEX

SHEET 1	TITLE SHEET / SHEET INDEX
SHEET 2	NOTES
SHEET 3	STREET SECTIONS
SHEET 4	STREET SECTIONS / DETAILS
SHEET 5	DETAIL / SECTIONS
SHEET 6	AREA SUMMARIES
SHEETS 7-14	MAP SHEETS
SHEETS 15-16	EASEMENT DISPOSITION MAPS

LOT INDEX

LOTS 1-87	(PA 43A) SHEETS 8 & 11
LOTS 88-138	(PA 48A) SHEETS 9 - 12
LOTS 139-205	(PA 49A) SHEETS 10 & 12
LOTS 304-354	(PA 49B) SHEET 12
LOTS 355-388	(PA 48) SHEETS 7 & 9
LOTS 567-644	(PA 47C) SHEETS 7 - 10
LOTS 645-680	(PA 49A / DUPLEX CONDOMINIUMS) SHEETS 9 & 10
LOTS "A"-"I", "AA"-"CC"	(OPEN SPACE) SHEETS 7 - 12 & 14
LOTS "FF" & "GG"	(PA 63A / PA 63) SHEET 11
LOT "HH"	(PA 31 / PA 53) SHEET 10
LOT "EE"	(PA 37 / PA 63) SHEETS 7 & 8
LOT "FF"	(PA 36 / PA 63) SHEET 8

EDWARD J. LENTH RCE 052496
10/31/2025

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ATWELL

ATWELL
PHASE 3B / TENTATIVE TRACT NO. 39259
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

TITLE SHEET/ SHEET INDEX
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

LEGEND

- STREET "B" — PROPOSED PUBLIC STREET
- DRIVE "B" — PROPOSED PRIVATE COMMON DRIVE
- TENTATIVE TRACT MAP BOUNDARY
- PLANNING AREA BOUNDARY
- SHEET MATCH LINE
- STREET CENTERLINE
- PROPOSED MEANDERING DECOMPOSED GRANITE TRAIL
- AGGREGATE MAINTENANCE ACCESS ROAD
- PROPOSED EASEMENT (TYPE PER PLAN)
- ROCK RIP RAP
- SIDEWALK
- PROPOSED PUBLIC UTILITY EASEMENT LINE
- DAYLIGHT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED STREET ELEVATION AT CENTERLINE
- EXISTING STREET ELEVATION AT CENTERLINE
- FLOWLINE
- 2505.0 — PAD ELEVATION
- 100 — RESIDENTIAL LOT NUMBER
- 580 — HIGHEST RESIDENTIAL LOT NUMBER
- PROPOSED STORM DRAIN
- PROPOSED SANITARY SEWER
- PROPOSED POTABLE WATER (MOUNTAIN WEST ZONE)
- PROPOSED NON-POTABLE WATER (MOUNTAIN WEST ZONE)
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING ELECTRIC
- EXISTING FIBER OPTIC
- EXISTING POTABLE WATER (MOUNTAIN WEST ZONE)
- EXISTING POTABLE WATER (FOOTHILL WEST ZONE)
- EXISTING NON-POTABLE WATER (FOOTHILL WEST ZONE)
- 1.00% — PROPOSED STREET GRADE
- PROPOSED RETAINING WALL
- 1.5H : 1V — PROPOSED RETAINING WALL HEIGHT
- LOT MIDPOINT DIMENSION
- PA 36 — PLANNING AREA DESIGNATION
- FH — PROPOSED FIRE HYDRANT
- PROPOSED WATER AUTO-FLUSH SYSTEM

ABBREVIATIONS

Δ	DELTA
AC	ACREAGE
AVG.	AVERAGE
DU	DWELLING UNIT
DW	DOMESTIC WATER
EX.	EXISTING
FL	FLOWLINE
GB	GRADE BREAK
HOA	HOMEOWNERS ASSOCIATION
HP	HIGH POINT
L	LENGTH
LP	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
NO.	NUMBER
PA	PLANNING AREA
PI	POINT OF INTERSECTION
R	RADIUS
RCW	NON-POTABLE WATER
R/W	RIGHT OF WAY
RW	RETAINING WALL
SD	STORM DRAIN
SS	SANITARY SEWER
ST	STREET
SQ. FT.	SQUARE FEET
TC	TOP OF CURB

UTILITIES

WATER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3105

SEWER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3105

ELECTRIC
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3105

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 335-3509

TRASH
CITY OF BANNING
c/o WASTE MANAGEMENT
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3105

TELEPHONE
FRONTIER COMMUNICATIONS
220 SOUTH LOCUST STREET
PONOMA, CA. 91768
(909) 397-0043

CABLE
SPECTRUM CABLE
3217 WEST RAMSEY STREET
BANNING, CA. 92220
(909) 417-1259

STORM DRAIN
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3105

FLOOD ZONE NOTE

THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONE "X" ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 0602450808G, MAP NUMBERS 06065C0805G AND 06065C0808G.

ZONE "X" BEING DEPICTED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

EASEMENT NOTES

1. PROPOSED PUBLIC SEWER AND STORM DRAIN EASEMENT
2. PROPOSED PUBLIC SEWER EASEMENT
3. PROPOSED PUBLIC STORM DRAIN EASEMENT
4. EXISTING INTERIM DETENTION BASIN TO BE REMOVED.
5. EXISTING INTERIM SMITH CREEK DIVERSION CHANNEL TO BE REMOVED.

NOTES

1. PROPOSED WATER AUTO-FLUSH SYSTEM AT TERMINUS OF MAIN

PROPOSED TENTATIVE TRACT NO. 39259

PLANNING AREA (Ac.)	LAND USE (TYPE)	GROSS AREA (ACRE)	NUMBER OF LOTS	NUMBER OF CONDOMINIUM LOTS	NUMBER OF CONDOMINIUM UNITS (DU)	GROSS DENSITY (DU/AC)	RESIDENTIAL AREA (ACRE)	STREETS (ACRE)	LOT SIZE (SIZE)	CONDOMINIUM UNIT SIZE (SIZE)	PAD SIZE (SIZE)	LOT AREA MIN (SQ. FT.)	CONDOMINIUM UNIT AREA SIZE (SQ. FT.)	LOT AREA MAX (SQ. FT.)	LOT AREA AVG (SQ. FT.)
49	LDR	28.76	122	NA	NA	4.8	23.21	5.55	50' x 100'	NA	55' x 105'	7,500	NA	15,199	7,205
47A	LDR	12.42	57	NA	NA	4.8	9.84	2.58	50' x 100'	NA	55' x 105'	6,500	NA	12,356	8,202
47C	MDR	28.77	176	NA	NA	6.9	14.91	4.86	40' x 97'	NA	45' x 97'	3,800	NA	6,197	5,479
48A	SDR	14.27	71	NA	NA	5.9	10.14	4.20	40' x 100'	NA	45' x 100'	4,000	NA	14,324	6,324
49A	MDR	28.76	NA	88	345	12.8	13.37	4.86	NA	30' x 69'	NA	NA	1,800	NA	NA
49B	LDR	7.17	31	NA	NA	4.4	5.69	1.22	50' x 100'	NA	55' x 105'	5,500	NA	13,139	7,205
53	SDR	12.76	56	NA	NA	4.7	10.69	2.13	40' x 100'	NA	45' x 100'	4,000	NA	15,188	7,137
31	PARK	1.82													
35	PARK	7.14													
37	PARK	16.69													
63A	PARK	8.82													
36B *	OS	9.17													
36E *	OS	0.82													

NOTE

★ PORTION OF PLANNING AREA WITHIN TTM NO. 39259
SEE NOTES 34 & 35 IN GENERAL INFORMATION AT RIGHT.
★★ PA 47C & PA49A STREET AREA INCLUDES COMMON DRIVES.

PER BUTTERFIELD SPECIFIC PLAN, 2017

PLANNING AREA (Ac.)	LAND USE (TYPE)	GROSS AREA (ACRE)	NUMBER LOTS (DU)
49	LDR	29.7	127
47A	MDR	13.8	71
47C	MDR	15.9	102
49B	LDR	11.8	70
49A	MDR	17.8	170
49B	MDR	8.4	50
53	MDR	15.7	93
31	PARK	8.5	
35	PARK	8.8	
36E	OS	10.3	
36D	OS	11.8	

LEGEND

LDR	LOW DENSITY RESIDENTIAL
MDR	MEDIUM DENSITY RESIDENTIAL
OS	OPEN SPACE
PARK	PARK - RECREATION

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "FINA" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.0), AS SHOWN ON THE MAP FILED IN BOOK 100, PAGES 69 THROUGH 85 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 82° 49' 03.84" EAST.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM NAVD DISK, FLUSH, LOCATED IN BANNING, 0.8 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.8 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.8 FEET EAST OF FACE OF CURB.

LEGAL DESCRIPTION

LOTS 22, 7, 0, AND 5, AND PORTIONS OF LOTS 57, 58, 59, 23, 33, 39, 40, 42, 43 AND 46, OF TRACT MAP NO. 30967, FILED IN BOOK 474 OF MAPS, PAGES 1 THROUGH 14, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSORS PARCEL NUMBERS

408-680-007, 408-680-232, 408-680-235, 408-680-234, 408-680-235, 408-680-236, 425-050-039, 426-020-040, 426-050-041, 426-050-042, 426-050-043, 426-050-047, 426-680-050, 426-680-231, 426-680-232, AND 426-680-234.

OPEN SPACE AREA SUMMARY

LOTS	ACREAGE
LOT 'A'	0.66
LOT 'B'	0.04
LOT 'C'	0.04
LOT 'D'	0.07
LOT 'E'	0.18
LOT 'F'	0.20
LOT 'G'	0.07
LOT 'H'	0.08
LOT 'I'	0.05
LOT 'J'	0.13
LOT 'K'	0.03
LOT 'L'	0.12
LOT 'M'	0.20
LOT 'N'	0.11
LOT 'O'	0.14
LOT 'P'	0.07
LOT 'Q'	0.04
LOT 'R'	0.04
LOT 'S'	0.09
LOT 'T'	0.25
LOT 'U'	0.03
LOT 'V'	0.16
LOT 'W'	0.22
LOT 'X'	0.29
LOT 'Y'	0.11
LOT 'Z'	0.09
LOT 'AA'	0.11
LOT 'BB'	0.07
LOT 'CC'	0.14
LOT 'DD'	0.28
LOT 'EE'	0.07
LOT 'FF'	1.44
LOT 'GG'	0.05
LOT 'HH'	0.07
LOT 'II'	0.05
LOT 'JJ'	0.48
LOT 'KK'	1.07
LOT 'LL'	0.05
LOT 'MM'	0.21
LOT 'NN'	0.27
LOT 'OO'	0.05
TOTAL ACREAGE	7.18 AC

COMMON DRIVE AREA SUMMARY

COMMON DRIVE	ACREAGE
CD 'A'	0.09 AC
CD 'B'	0.02 AC
CD 'C'	0.02 AC
CD 'D'	0.09 AC
CD 'E'	0.09 AC
CD 'F'	0.09 AC
CD 'G'	0.09 AC
CD 'H'	0.07 AC
CD 'I'	0.09 AC
CD 'J'	0.04 AC
CD 'K'	0.02 AC
CD 'L'	0.04 AC
CD 'M'	0.15 AC
CD 'N'	0.11 AC
CD 'O'	0.09 AC
CD 'P'	0.04 AC
TOTAL ACREAGE	0.96 AC

APPLICANT/DEVELOPER/OWNER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

ENGINEER

MDS CONSULTING
6 PETERS CANYON ROAD
IRVINE, CA 92606
(949) 257-0231
CONTACT: ED LEWIN

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT (%)
1-344	SINGLE-FAMILY RESIDENTIAL	72.09 AC	43.05%
345-580	CONDOMINIUMS	12.67 AC	7.52%
'A'-Z' & 'AA'-'OO'	OPEN SPACE	7.18 AC	4.48%
'PP'-'UU'	PARKS	30.67 AC	18.87%
	MODIFIED COLLECTOR STREET	0.28 AC	0.21%
	LOCAL STREETS	26.84 AC	16.02%
	COMMON DRIVES	2.36 AC	1.47%
	GROSS & NET ACREAGE	160.09 AC	100.00%

TENTATIVE TRACT NO. 39259

NUMBER OF LOTS: TOTAL	675
SINGLE FAMILY RESIDENTIAL	344
CONDOMINIUM	98
PARKS	6
OPEN SPACE	41
LOCAL STREETS	21
COMMON DRIVES	15
MODIFIED COLLECTOR STREET	1
GROSS ACREAGE: 160.09 AC	
CONTOUR INTERVAL: 1 FOOT	
DATE: OCTOBER 31, 2023	

STREET AREA SUMMARY

STREET	ACREAGE
MODIFIED COLLECTOR STREET	0.28 AC
COMMON DRIVES	0.39 AC
'A' STREET	0.10 AC
'B' STREET	0.93 AC
'C' STREET	1.63 AC
'D' STREET	0.88 AC
'E' STREET	0.99 AC
'G' STREET	1.09 AC
'H' STREET	1.22 AC
'I' STREET	1.39 AC
'J' STREET	0.38 AC
'K' STREET	1.12 AC
'L' STREET	0.83 AC
'M' STREET	0.66 AC
'N' STREET	0.85 AC
'O' STREET	1.58 AC
'P' STREET	0.49 AC
'Q' STREET	0.28 AC
'R' STREET	0.15 AC
'S' STREET	0.95 AC
'T' STREET	0.68 AC
'U' STREET	0.28 AC
'V' STREET	1.72 AC
'W' STREET	0.83 AC
'X' STREET	2.59 AC
'Y' STREET	1.26 AC
'Z' STREET	2.84 AC
'AA' STREET	1.03 AC
'BB' STREET	0.30 AC
'CC' STREET	0.91 AC
'DD' STREET	1.19 AC
'EE' STREET	0.71 AC
TOTAL ACREAGE	36.26 AC

PA 49A RESIDENTIAL CONDOMINIUM SUMMARY

LOT NO.	LOT AREA (AC.)	# OF CONDOMINIUM UNITS
345	0.80	12
346	0.83	12
347	0.24	4
348	0.24	4
349	0.25	4
350	0.24	4
351	0.38	6
352	0.38	6
353	0.42	6
354	0.26	4
355	0.39	6
356	0.37	7
357	0.41	6
358	0.34	6
359	0.86	12
360	0.86	12
361	0.85	12
362	0.39	6
363	0.84	11
364	0.27	6
365	0.27	6
366	0.30	6
367	0.30	6
368	0.39	6
369	0.27	6
370	0.29	6
371	0.29	6
372	0.29	6
373	0.39	6
374	0.39	6
375	0.39	6
376	0.39	6
377	0.39	6
378	0.39	6
379	0.51	8
380	0.51	10
TOTAL	13.67	246

GENERAL INFORMATION

1. EXISTING LAND USE: VACANT
2. EXISTING ZONING: BUTTERFIELD SPECIFIC PLAN
3. EXISTING GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
4. PROPOSED LAND USES:
   - SINGLE-FAMILY RESIDENTIAL
     - PA 49, LDR
     - PA 47A, LDR
     - PA 47C, MDR (FLUSH STREET
     - PA 49A, MDR
     - PA 49B, LDR
     - PA 53, MDR
   - ATTACHED CONDOMINIUMS (DUPLEXES)
     - PA 49A
   - PARKS
   - OPEN SPACE
5. PROPOSED ZONING: BUTTERFIELD SPECIFIC PLAN
6. PROPOSED GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
7. ADJACENT LAND USES:
   - NORTH: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL
   - EAST: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL
   - SOUTH: EXISTING SCE CORRIDOR & EXISTING SINGLE-FAMILY RESIDENTIAL
   - WEST: VACANT / FUTURE OPEN SPACE & SINGLE-FAMILY RESIDENTIAL
8. PARK REQUIREMENTS TO BE MET BY THE DEDICATION AND CONSTRUCTION OF PARKS.
9. SCHOOL DISTRICTS:
   - ELEMENTARY: BEAUMONT UNIFIED SCHOOL DISTRICT/BANNING UNIFIED SCHOOL DISTRICT
   - MIDDLE SCHOOL: BEAUMONT UNIFIED SCHOOL DISTRICT/BANNING UNIFIED SCHOOL DISTRICT
   - HIGH SCHOOL: BEAUMONT UNIFIED SCHOOL DISTRICT/BANNING UNIFIED SCHOOL DISTRICT
10. PAD ELEVATIONS SHOWN HEREON MAY BE ADJUSTED PLUS OR MINUS 3 FEET.
11. MULTIPLE FINAL MAPS MAY BE FILED PURSUANT TO SECTION 66456.1 OF THE CALIFORNIA GOVERNMENT CODE.
12. THIS TENTATIVE TRACT MAP IS WITHIN THE APPROVED BUTTERFIELD SPECIFIC PLAN.
13. ALL PROPOSED MANUFACTURED SLOPES SHALL BE A MAXIMUM OF 2:1, UNLESS OTHERWISE NOTED ON THE TENTATIVE TRACT MAP.
14. PRELIMINARY EARTHWORK QUANTITIES (ADJUSTED):
    CUT: 2,845,685 CY FILL: 1,845,480 CY
    EXPORT: 1,000,405 CY
15. GEOTECHNICAL/SOILS INVESTIGATION REPORT WAS PREPARED BY GEOCON WEST, INC., DATED JUNE 8, 2023.
16. THERE ARE NO HABITABLE STRUCTURES WITHIN THE BOUNDARIES OF THIS TENTATIVE TRACT MAP.
17. ALL PROPOSED STREETS WITHIN THIS TENTATIVE TRACT ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF BANNING.
18. THE DEVELOPER/APPLICANT SHALL RESERVE THE RIGHT TO MERGE LOTS ON THE FINAL MAP.
19. THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONE "X" BY FEMA, FIRM PANEL NUMBER 0602450808G, MAP NUMBERS 06065C0805G AND 06065C0808G, DATED AUGUST 28, 2008.
20. THIS TENTATIVE TRACT MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF LAND BEING SUBDIVIDED.
21. TOPOGRAPHIC SURVEY WAS FLOWN AND COMPILED BY DON REID CORPORATION, DATED MAY 10, 2017 AND JUNE 18, 2023.
22. A PORTION OF THIS TENTATIVE TRACT MAP AREA IS LOCATED IN "HIGH" AND "MODERATE" FIRE HAZARD ZONES.
23. FINAL DESIGN SHALL COMPLY WITH THE N.P.D.E.S. REQUIREMENTS OUTLINED BY THE CITY OF BANNING.
24. PROPOSED OPEN SPACE LOTS 'A'-'Z' AND 'AA'-'OO' SHALL BE PRIVATE AND MAINTAINED BY AN APPROVED H.O.A.
25. PROPOSED PARK LOTS 'PP'-'UU' SHALL BE MAINTAINED BY AN APPROVED H.O.A.
26. ALL PROPOSED RESIDENTIAL LOTS SHALL MAINTAIN MINIMUM GRADE FROM REAR OF THE LOT TO THE STREET IN ACCORDANCE WITH LATEST CALIFORNIA BUILDING CODE.
27. FIRE PROTECTION SHALL BE PROVIDED BY THE CITY OF BANNING.
28. ALL PROPOSED ON-SITE STORM DRAIN FACILITIES , SIZE AND LOCATION ARE PRELIMINARY AND SUBJECT TO FINAL HYDRAULIC CALCULATIONS ACCEPTABLE TO THE CITY OF BANNING.
29. ALL PROPOSED WATER QUALITY BASINS (WQB) SHALL BE MAINTAINED BY AN APPROVED H.O.A.
30. ALL PROPOSED ON-SITE STORM WATER DISCHARGE FROM THIS TENTATIVE TRACT MAP SHALL BE TREATED BY PERMANENT ON-SITE TREATMENT CONTROL BMPS FOR TRASH AND DEBRIS OF OFF-SITE AND ON-SITE PRIOR TO DISCHARGE TO ANY EXISTING OR PROPOSED DRAINAGE FACILITY.
31. ALL DIMENSIONS ON THIS TENTATIVE TRACT MAP ARE APPROXIMATE.
32. ALL LANDSCAPING WITHIN EACH INDIVIDUAL SINGLE-FAMILY RESIDENTIAL LOT SHALL BE MAINTAINED BY THE HOMEOWNER.
33. A NON-EXCLUSIVE EASEMENT SHALL BE PROVIDED TO THE CITY OF BANNING TO INCLUDE THE INSTALLATION OF EXISTING DISTRIBUTION FACILITIES WITHIN ALL COMMON AREAS.
34. PLANNING AREA 36D OCCURS IN TTM NO. 37448 (10.94 ACRES OF PHASE 3A) AND TTM NO. 39259 (9.17 ACRES OF PHASE 3B). THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 36D IS 11.11 ACRES WHICH IS 3.39% BELOW THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 11.5 ACRES.
35. PLANNING AREA 36E OCCURS IN TTM NO. 37448 (0.38 ACRES OF PHASE 3A), TTM NO. 39259 (0.03 ACRES OF PHASE 3B), AND TTM NO. 37448 (0.40 ACRES OF PHASE 4B). THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 36D IS 10.79 ACRES WHICH IS 19.76% BELOW THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 8.53 ACRES.
36. EXTENDED DETENTION BMP BASIN NO. 35, LOCATED IN THIS TENTATIVE TRACT MAP, PROVIDES WATER QUALITY TREATMENT FOR TENTATIVE TRACT NO. 39259 (ATWELL PHASE 4A-1).
37. THIS TENTATIVE TRACT MAP IS NOT LOCATED IN THE BANNING MUNICIPAL AIRPORT INFLUENCE AREA BOUNDARY.
38. ALL PROPOSED COMMON DRIVES WITHIN THIS TENTATIVE TRACT MAP ARE PRIVATE AND SHALL BE MAINTAINED BY AN APPROVED HOMEOWNERS ASSOCIATION.
39. HIGHLAND HOME ROAD OF TENTATIVE TRACT MAP NO. 39259 (PHASE 4A-1) WILL PROVIDE PRIMARY ACCESS FOR TENTATIVE TRACT MAP NO. 39259 (PHASE 3B).
40. "F" STREET (TO HIGHLAND SPRINGS AVENUE) WILL PROVIDE SECONDARY ACCESS FOR TENTATIVE TRACT MAP NO. 39259 (PHASE 3B).

PREPARED FOR:

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PREPARED BY:

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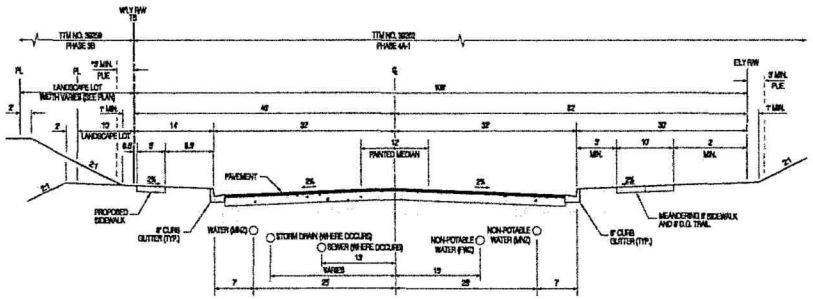
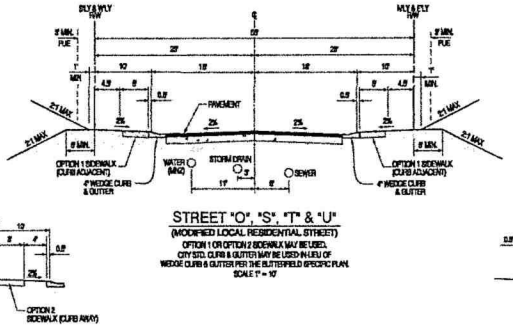
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
NOTES
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 2 OF 16

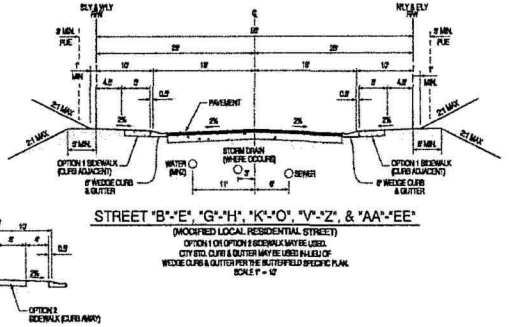
PHASE 3B - TENTATIVE TRACT MAP NO. 39259



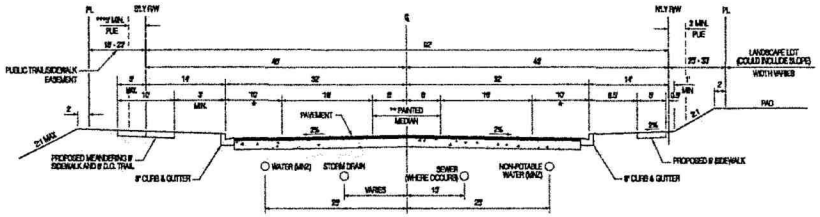
HIGHLAND HOME ROAD (PUBLIC)
(MODIFIED MAJOR HIGHWAY)
*LOT 'I' WILL BE OVERLAID WITH A PUBLIC UTILITY EASEMENT
SCALE 1"=10'



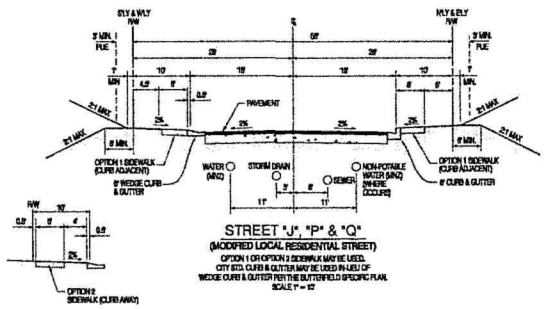
STREET "O", "S", "T" & "U"
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN-LIEU OF
WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1" = 10'



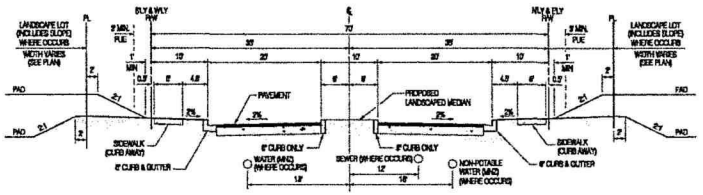
STREET "B"-"E", "G"-"H", "K"-"O", "V"-"Z", & "AA"-"EE"
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN-LIEU OF
WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1" = 10'



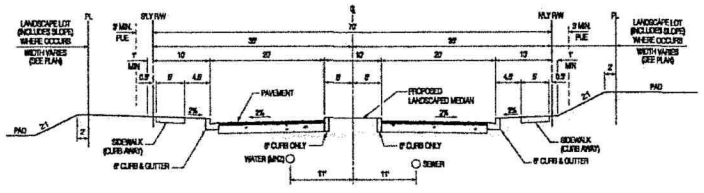
"F" STREET
(MODIFIED DIVIDED COLLECTOR STREET)
* MAY BE DESIGNATED AS A DUAL LOW SPEED ELECTRIC VEHICLE AND BIKE LANE
** A RAISED MEDIAN MAY BE USED IN AREAS. RAISED MEDIAN SHALL BE USED AT ENTRY OFF OF HIGHLAND HOME ROAD.
***LOTS 'MM' & 'OO' WILL BE OVERLAID WITH A PUBLIC UTILITY EASEMENT
SCALE 1"=10'



STREET "J", "P" & "Q"
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN-LIEU OF
WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1" = 10'



STREET "A", "I" & "R" (PUBLIC)
(NEIGHBORHOOD ENTRY)
SCALE 1"=10'



STREET "X" (PUBLIC)
(NEIGHBORHOOD ENTRY)
SCALE 1"=10'

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 426-4400

PREPARED BY:

MDS CONSULTING
6 PETERS CANYON ROAD
SUITE 300
IRVINE, CA 92606
(949) 261-6521
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

ATWELL

PHASE 3B / TENTATIVE TRACT MAP NO. 39259

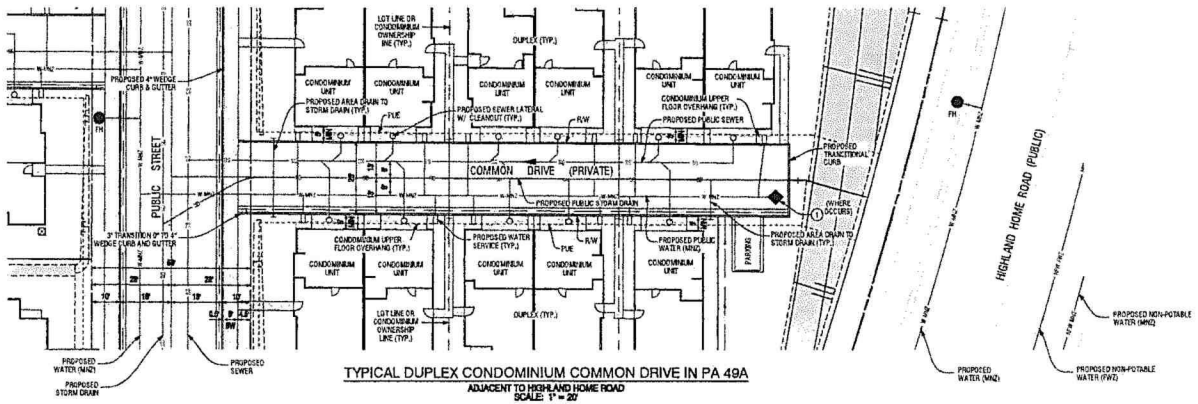
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

STREET SECTIONS

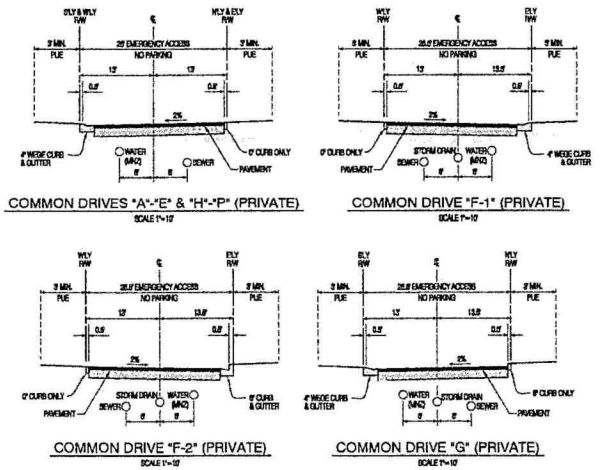
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

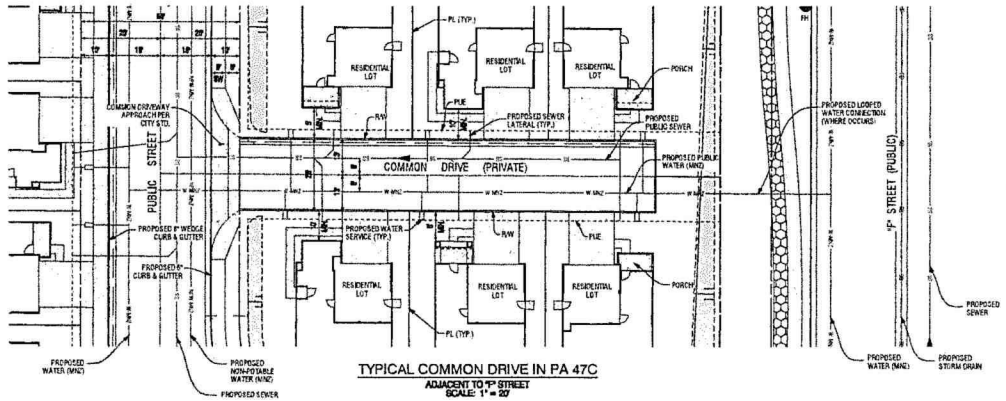
SHEET 3 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

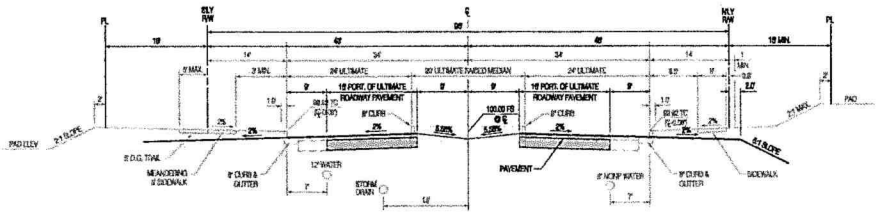


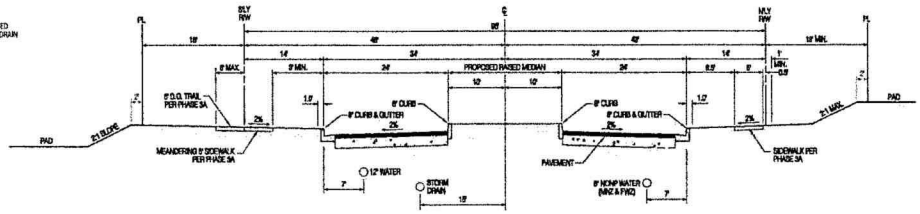
TYPICAL DUPLEX CONDOMINIUM COMMON DRIVE IN PA 49A
ADJACENT TO HIGHLAND HOME ROAD
SCALE: 1" = 20'





TYPICAL COMMON DRIVE IN PA 47C
ADJACENT TO "F" STREET
SCALE: 1" = 20'





GRAPHIC SCALE
0 10 20 40 60 80
SCALE: 1" = 20'

PREPARED FOR:
tri pointe HOMES
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Suite 600
Corona, CA 92879
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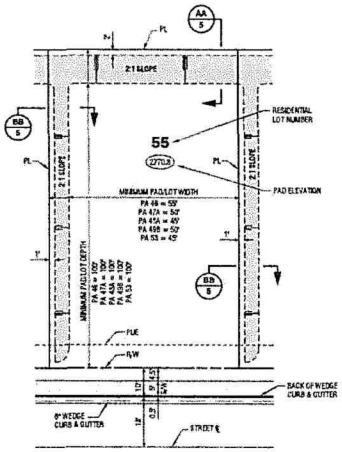
ATWELL
PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

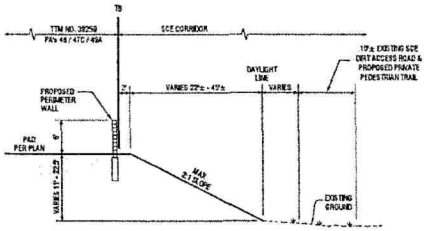
STREET SECTIONS / DETAILS

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 4 OF 16

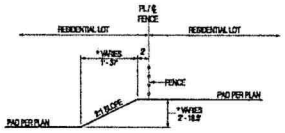
PHASE 3B - TENTATIVE TRACT MAP NO. 39259



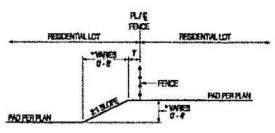
TYPICAL PAD DETAIL
AT PUBLIC STREET
NTS



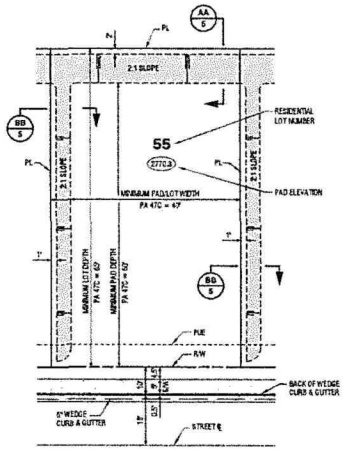
A 7,8 SECTION "A"
LOOKING EAST
NOT TO SCALE



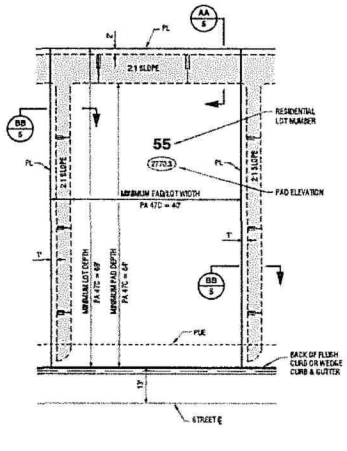
SECTION "AA"
AA 5 TYPICAL REAR-YARD SLOPE SECTION
*REAR YARD SLOPE SHALL BE LANDSCAPED AND MAINTAINED BY HOMEOWNER
NTS



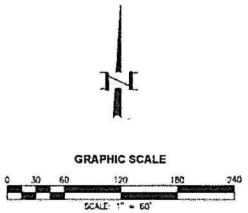
SECTION "BB"
BB 5 TYPICAL SIDE-YARD SLOPE SECTION
*SIDEYARD SLOPES SHALL BE LANDSCAPED AND MAINTAINED BY HOMEOWNER
NTS

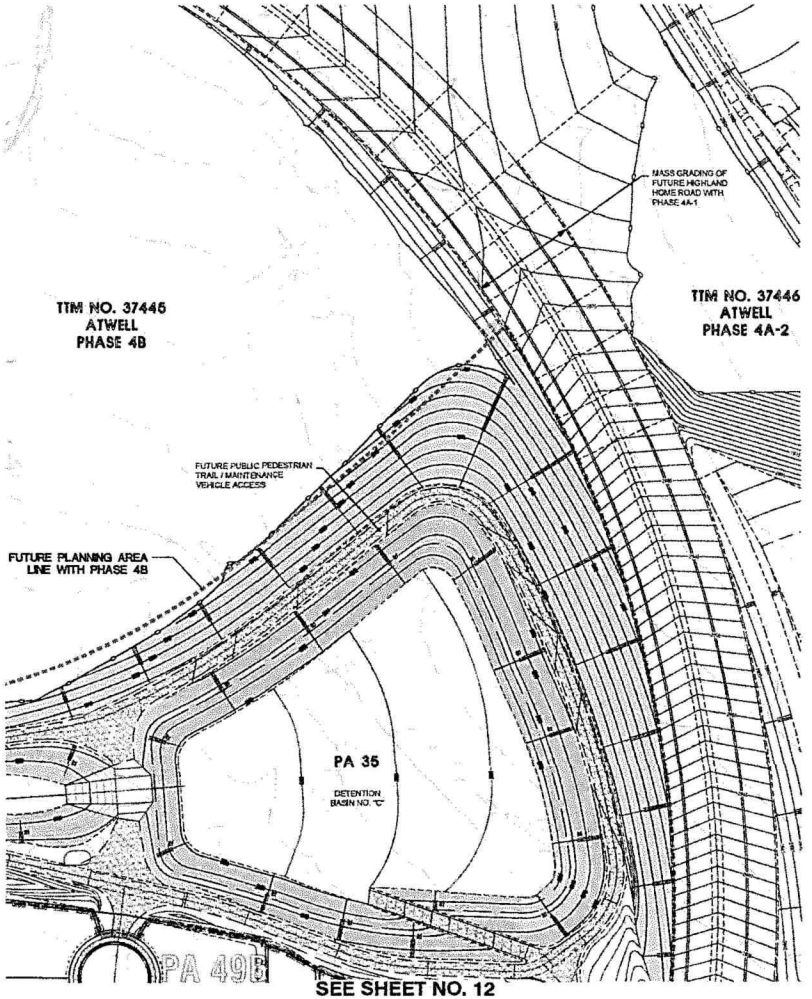


PA 47C TYPICAL PAD DETAIL
AT PUBLIC STREET
NTS



PA 47C TYPICAL PAD DETAIL
AT COMMON DRIVE
NTS





SEE SHEET NO. 12
INSERT "A"
SCALE: 1" = 60'

PREPARED FOR:

tri pointe HOMES
1260 Corona Pointe Court
Suite 600
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(951) 428-4400

PREPARED BY:

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(949) 261-5021
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PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
DETAILS / SECTIONS
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 5 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

RESIDENTIAL LOT SUMMARY

PLANNING AREA 47A (LDR)

LOT AREA SUMMARY
LOTS 1 - 67

LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)
1	9,067	9,067	36	5,325	5,325
2	5,595	5,595	37	5,275	5,275
3	5,811	5,811	38	5,225	5,225
4	5,687	5,687	39	5,175	5,175
5	5,530	5,530	40	5,150	5,150
6	5,484	5,484	41	5,150	5,150
7	5,470	5,470	42	7,456	5,800
8	5,997	5,997	43	12,256	9,236
9	5,150	5,150	44	7,156	7,156
10	5,150	5,150	45	7,339	7,339
11	5,150	5,150	46	6,520	6,520
12	5,150	5,150	47	5,830	5,830
13	5,150	5,150	48	5,200	5,200
14	5,150	5,150	49	5,200	5,200
15	5,150	5,150	50	5,614	5,614
16	6,565	6,544	51	5,733	5,733
17	10,779	8,855	52	5,244	5,244
18	6,700	5,189	53	5,414	5,414
19	6,699	5,222	54	8,441	7,166
20	6,664	5,295	55	6,951	6,951
21	6,614	5,249	56	6,337	6,337
22	8,564	5,283	57	6,242	6,242
23	6,516	5,331	58	5,788	5,788
24	6,500	5,415	59	5,250	5,250
25	6,732	5,774	60	5,551	5,551
26	6,905	6,029	61	5,590	5,590
27	6,899	6,084	62	5,250	5,250
28	6,830	6,024	63	5,250	5,250
29	10,568	8,454	64	6,406	6,406
30	7,284	6,899	65	6,253	6,253
31	5,500	5,500	66	5,350	5,350
32	5,528	5,528	67	5,355	5,355
33	5,937	5,937			
34	5,841	5,841			
35	5,350	5,350			

PLANNING AREA 48A (MDR)

LOT AREA SUMMARY
LOTS 68 - 138

LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)
68	5,830	5,809	104	4,590	4,590	174	6,036	6,057
69	4,635	4,635	105	4,590	4,590	175	7,308	5,557
70	4,635	4,635	106	4,590	4,590	176	7,485	5,664
71	4,635	4,635	107	4,590	4,590	177	7,071	5,365
72	4,633	4,633	108	4,590	4,590	178	6,650	5,248
73	4,635	4,635	109	4,590	4,590	179	12,118	8,134
74	4,635	4,635	110	4,590	4,590	180	7,228	5,145
75	4,636	4,636	111	6,015	5,043	181	5,116	4,622
76	4,575	4,575	112	9,212	5,546	182	5,122	4,660
77	7,097	7,097	113	5,985	4,594	183	5,852	5,361
78	14,424	12,961	114	5,985	4,598	184	6,355	5,795
79	10,315	7,564	115	5,985	4,607	185	6,114	5,513
80	6,936	5,072	116	5,985	4,611	186	6,512	5,828
81	6,630	5,121	117	5,985	4,616	187	6,579	5,844
82	6,975	5,164	118	5,985	4,629	188	10,331	6,484
83	8,033	5,907	119	5,985	4,634	189	7,577	5,548
84	10,985	7,428	120	9,430	6,050	190	7,374	5,434
85	6,846	5,277	121	7,115	5,431	191	9,691	5,201
86	6,567	5,324	122	4,590	4,590	192	8,308	4,803
87	5,764	5,060	123	4,590	4,590	193	6,284	4,764
88	11,302	9,117	124	4,590	4,590	194	6,609	5,091
89	13,933	12,289	125	4,590	4,590	195	7,555	5,688
90	8,461	6,481	126	4,590	4,590	196	8,928	4,863
91	5,017	5,017	127	4,590	4,590	197	6,613	4,804
92	4,950	4,950	128	4,590	4,590	198	9,196	5,867
93	4,763	4,763	129	7,115	5,998	199	9,109	6,303
94	4,725	4,725	130	9,371	6,162	200	6,315	5,572
95	4,725	4,725	131	6,075	4,749	201	6,315	5,572
96	4,725	4,725	132	6,075	4,744	202	6,315	5,572
97	4,725	4,725	133	6,075	4,735	203	6,178	5,551
98	4,725	4,725	134	6,075	4,735			
99	4,804	4,664	135	6,075	4,726			
100	5,481	5,481	136	6,075	4,712			
101	5,481	5,481	137	6,075	4,699			
102	5,338	5,338	138	6,568	5,188			
103	9,220	7,582						

PLANNING AREA 53 (MDR)

LOT AREA SUMMARY
LOTS 139 - 194

LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)
139	6,611	5,926
140	5,590	4,993
141	5,590	4,937
142	5,614	5,011
143	8,749	8,199
144	13,100	13,100
145	5,143	5,143
146	4,688	4,685
147	4,995	4,643
148	6,191	5,806
149	6,718	6,320
150	6,428	6,428
151	5,600	5,600
152	5,598	5,599
153	5,686	5,358
154	9,517	9,097
155	12,009	12,105
156	6,806	5,908
157	5,939	4,979
158	5,899	4,959
159	5,899	4,959
160	5,921	4,962
161	5,876	4,959
162	5,952	5,952
163	7,054	6,229
164	6,508	6,004
165	7,573	6,952
166	7,956	6,900
167	7,539	7,280
168	7,563	6,290
169	7,793	6,378
170	7,844	6,443
171	6,259	5,250
172	9,426	6,146
173	12,265	6,648

PLANNING AREA 49B (LDR)

LOT AREA SUMMARY
LOTS 195 - 234

LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)
204	5,798	5,669	224	10,704	8,770
205	5,764	5,764	225	10,787	9,598
206	8,931	8,932	226	6,662	6,126
207	10,725	10,725	227	6,645	5,956
208	12,820	11,630	228	5,924	5,905
209	13,128	10,260	229	5,765	5,241
210	6,954	5,696	230	5,620	5,296
211	9,293	6,858	231	6,706	5,175
212	6,891	6,957	232	6,171	5,681
213	5,952	5,952	233	5,875	5,341
214	5,332	5,332	234	9,468	7,062
215	9,400	9,400			
216	8,163	7,037			
217	6,156	5,586			
218	9,251	7,433			
219	7,873	7,258			
220	5,847	5,847			
221	5,410	5,410			
222	6,891	6,652			
223	10,881	9,803			

PLANNING AREA 46 (LDR)

LOT AREA SUMMARY
LOTS 235 - 366

LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)
235	7,552	7,552	275	11,977	10,118	315	5,720	5,720	355	9,147	8,195
236	11,389	11,389	276	10,492	9,907	316	5,720	5,720	356	10,218	8,424
237	9,333	9,333	277	8,245	7,471	317	5,665	5,665	357	5,555	5,555
238	8,185	8,185	278	8,981	7,904	318	7,681	6,114	358	5,555	5,555
239	8,325	8,325	279	7,015	6,190	319	9,928	6,858	359	5,555	5,555
240	8,325	8,325	280	7,015	6,190	320	7,260	5,728	360	5,555	5,555
241	8,325	8,325	281	7,015	6,186	321	7,260	5,745	361	5,555	5,555
242	8,325	8,325	282	7,015	6,183	322	7,260	5,751	362	5,555	5,555
243	8,325	8,325	283	7,190	6,151	323	7,228	5,730	363	5,555	5,555
244	8,325	8,325	284	7,968	6,822	324	7,179	5,691	364	5,555	5,555
245	8,325	8,325	285	8,495	7,288	325	7,150	5,675	365	5,555	5,555
246	8,325	8,325	286	7,945	6,679	326	7,150	5,579	366	9,952	7,414
247	7,572	7,572	287	7,861	6,666	327	7,150	5,586			
248	7,599	7,599	288	7,964	7,103	328	7,150	5,704			
249	5,976	5,976	289	7,347	6,490	329	7,150	5,758			
250	12,010	12,010	290	7,038	6,181	330	7,150	5,775			
251	15,109	13,029	291	7,038	6,159	331	8,988	6,212			
252	7,851	6,329	292	7,038	6,187	332	7,635	6,216			
253	7,634	5,698	293	9,404	7,259	333	5,720	5,720			
254	7,718	6,121	294	6,930	5,905	334	5,720	5,720			
255	8,924	7,197	295	6,875	5,830	335	5,720	5,720			
256	7,608	6,226	296	6,875	5,791	336	5,720	5,720			
257	7,591	6,272	297	6,875	5,784	337	5,720	5,720			
258	7,621	6,375	298	6,875	5,791	338	5,720	5,720			
259	7,628	6,443	299	6,902	5,796	339	5,692	5,692			
260	7,686	6,593	300	6,958	5,753	340	5,638	5,637			
261	7,686	6,768	301	6,985	5,753	341	5,610	5,610			
262	7,686	6,768	302	6,985	5,720	342	5,610	5,610			
263	7,407	6,775	303	6,985	5,714	343	9,770	8,154			
264	6,520	6,520	304	6,985	5,742	344	9,196	6,182			
265	13,646	11,393	305	9,148	6,753	345	7,275	5,702			
266	8,443	6,125	306	7,486	6,103	346	7,275	5,686			
267	7,019	6,206	307	5,610	5,610	347	7,275	5,664			
268	8,208	7,233	308	5,610	5,610	348	7,275	5,643			
269	9,592	8,508	309	5,610	5,610	349	7,275	5,613			
270	12,072	9,865	310	5,610	5,610	350	7,275	5,599			
271	8,308	5,671	311	5,638	5,638	351	7,275	5,589			
272	6,347	5,599	312	5,692	5,692	352	7,275	5,575			
273	7,966	6,000	313	5,720	5,720	353	7,275	5,637			
274	10,462	8,995	314	5,720	5,720	354	7,275	5,694			

PLANNING AREA 47C (MDR)

LOT AREA SUMMARY
LOTS 367 - 544

LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)
367	2,622	2,622	412	4,369	3,217	457	2,880	2,880	502	4,552	3,471
368	3,080	3,080	413	3,436	2,806	458	2,665	2,665	503	3,312	3,312
369	2,800	2,800	414	3,070	2,437	459	2,990	2,990	504	4,098	3,535
370	3,080	3,080	415	3,368	2,756	460	2,880	2,880	505	4,209	3,547
371	2,800	2,800	416	3,819	2,934	461	2,800	2,800	506	3,312	3,312
372	3,220	3,220	417	3,388	2,753	462	2,990	2,990	507	4,483	3,639
373	3,080	3,080	418	3,311	2,695	463	2,800	2,800	508	4,836	3,922
374	2,800	2,800	419	3,773	3,067	464	2,860	2,860	509	3,937	3,036
375	3,220	3,220	420	3,157	2,559	465	2,665	2,665	510	4,047	3,187
376	3,080	3,080	421	3,388	2,751	466	2,990	2,990	511	4,179	3,610
377	2,800	2,800	422	3,542	2,878	467	2,860	2,860	512	3,243	3,243
378	3,220	3,220	423	3,080	2,501	468	2,665	2,665	513	3,861	3,613
379	3,080	3,080	424	3,388	2,750	469	3,080	3,080	514	4,154	3,302
380	2,800	2,800	425	3,542	2,875	470	3,017	3,017	515	3,406	3,361
381	3,850	3,850	426	4,200	3,059	471	6,012	4,321	516	4,198	3,703
382	4,122	3,158	427	4,132	3,467	472	3,687	2,882	517	3,910	3,256
383	3,388	2,719	428	3,055	3,053	473	3,362	2,658	518	3,174	3,174
384	3,542	2,809	429	2,665	2,665	474	3,772	2,975	519	4,792	3,986
385	3,080	2,420	430	2,925	2,925	475	3,280	2,563	520	5,157	3,063
386	3,388	2,663	431	3,055	3,055	476	3,654	3,049	521	3,075	2,658
387	3,080	2,435	432	2,730	2,730	477	4,018	3,176	522	4,133	3,199
388	3,619	2,671	433	2,990	2,990	478	3,690	2,911	523	4,994	3,827
389	3,311	2,633	434	2,565	2,565	479	3,280	2,569	524	3,420	3,114
390	3,388	2,706	435	3,120	3,120	480	3,772	2,979	525	3,117	2,801
391	3,080	2,465	436	2,990	2,990	481	3,690	2,908	526	3,786	3,499
392	3,388	2,720	437	3,058	3,058	482	3,280	2,585	527	3,361	3,171
393	3,542	2,854	438	2,925	2,925	483	3,772	2,980	528	3,179	3,179
394	3,080	2,489	439	2,714	2,714	484	5,783	4,218	529	2,871	2,871
395	3,388	2,744	440	5,276	4,698	485	5,310	4,586	530	3,360	3,079
396	5,101	3,729	441	3,939	2,798	486	2,905	2,665	531	3,500	3,220
397	3,652	3,205	442	3,068	2,458	487	2,880	2,880	532	3,140	2,883
398	2,600	2,600	443	3,388	2,743	488	2,665	2,665	533	3,532	3,276
399	2,990	2,990	444	3,542	2,878	489	3,250	3,250	534	3,426	3,141
400	2,860	2,860	445	3,388	2,753	490	2,600	2,600	535	3,138	2,866
401	2,665	2,665	446	3,157	2,558	491	2,925	2,925	536	3,500	3,304
402	2,990	2,990	447	3,850	3,130	492	2,600	2,600	537	3,426	3,141
403	2,860	2,860	448	3,388	2,751	493	2,990	2,990	538	3,140	2,855
404	2,600	2,600	449	3,388	2,752	494	2,665	2,665	539	3,632	3,376
405	3,055	3,055	450	3,542	2,879	495	2,880	2,880	540	3,569	3,284
406	2,600	2,600	451	3,157	2,559	496	2,990	2,990	541	3,212	2,927
407	2,990	2,990	452	3,388	2,744	497	2,600	2,600	542	3,653	3,653
408	2,990	2,990	453	3,542	2,876	498	4,530	3,955	543	5,524	5,524
409	2,860	2,860	454	3,080	2,504	499	3,701	3,154	544	6,182	6,182
410	2,600	2,600	455	4,430	3,248	500	3,174	2,950			
411	4,242	3,640	456	3,924	3,314	501	4,528	3,101			

PLANNING AREA 49A (MDR)

LOT AREA SUMMARY
LOTS 545 - 580

LOT #	LOT AREA (SQ. FT.)
545	26,820
546	27,349
547	11,099
548	10,313
549	11,018
550	10,912
551	16,462
552	12,201
553	18,180
554	12,090
555	13,042
556	15,952
557	17,711
558	12,856
559	27,161
560	25,027
561	25,222
562	14,513
563	27,712
564	11,712
565	11,590
566	12,920
567	13,056
568	11,520
569	11,400
570	12,730
571	12,564
572	11,520
573	11,400
574	12,730
575	12,564
576	11,520
577	11,400
578	13,299
579	13,439
580	22,037

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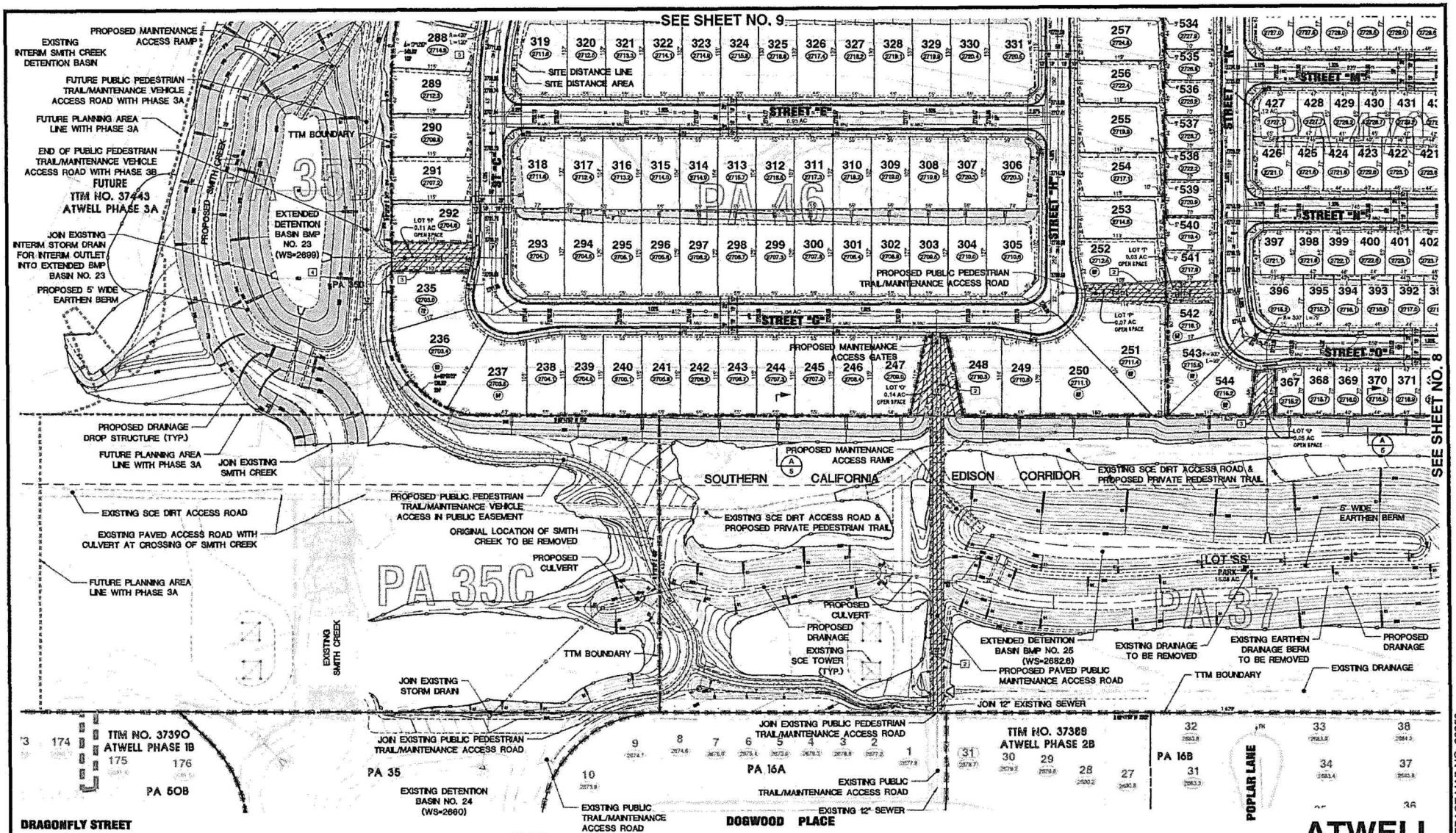
ATWELL
PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
AREA SUMMARIES
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 6 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



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ATWELL
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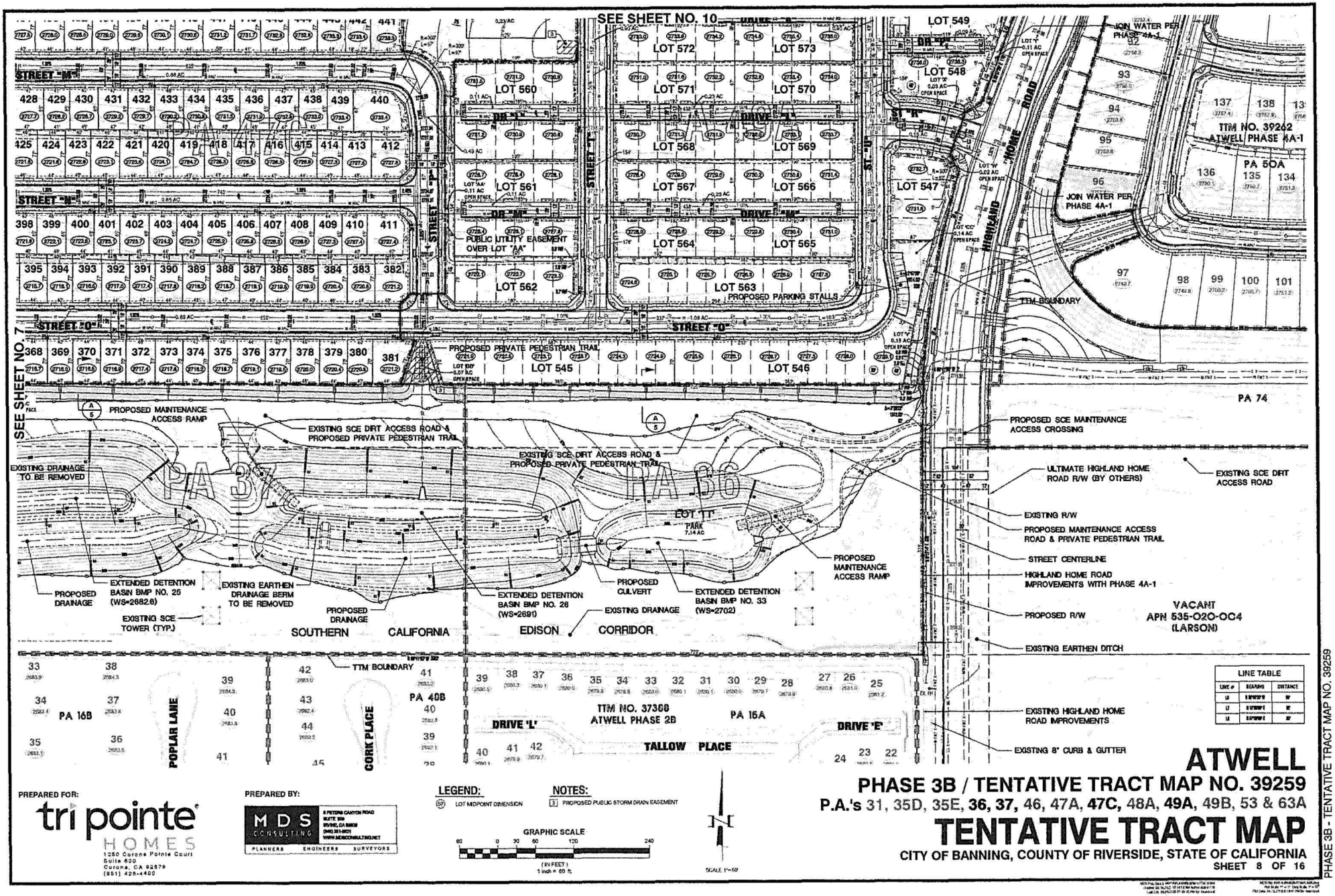
P.A.'s 31, 35D, 35E, 36, **37, 46,** 47A, **47C,** 48A, 49A, 49B, 53 & 63A

TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 7 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



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LEGEND:
(97) LOT MIDPOINT DIMENSION

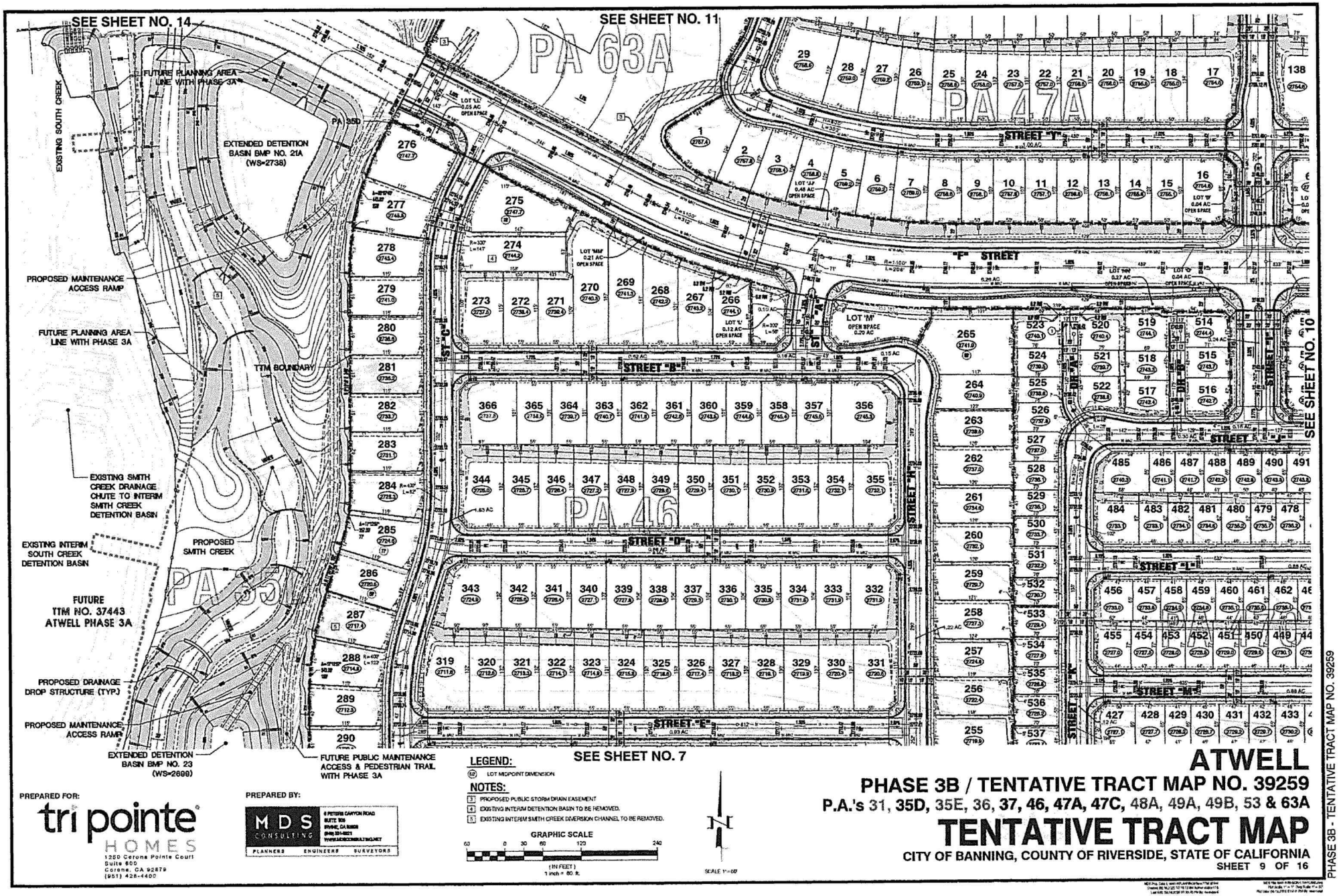
NOTES:
[3] PROPOSED PUBLIC STORM DRAIN EASEMENT

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

SCALE 1"=60'

ATWELL
PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, **36, 37,** 46, 47A, **47C,** 48A, **49A,** 49B, 53 & 63A
TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 8 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



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PHASE 3B / TENTATIVE TRACT MAP NO. 39259

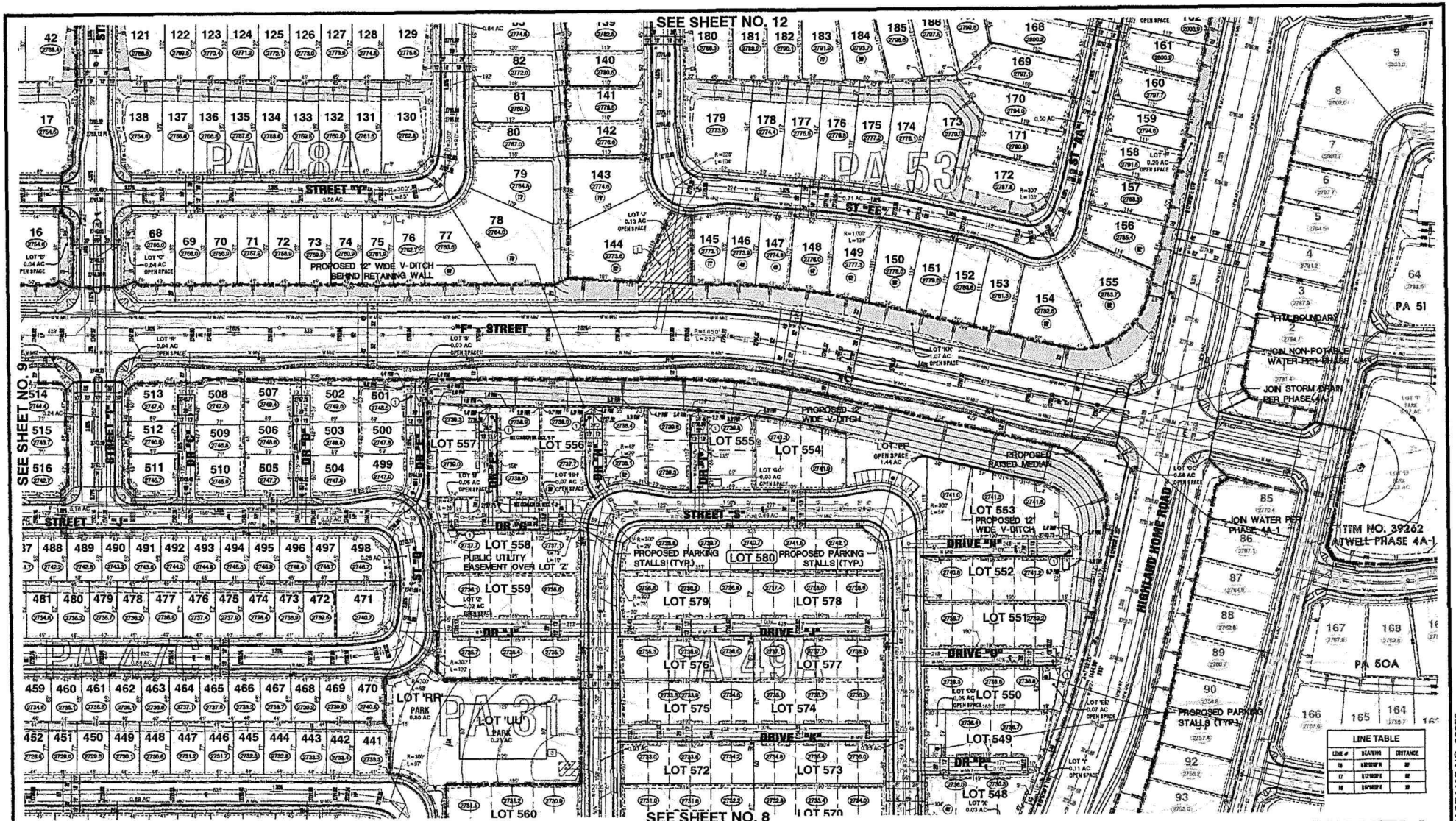
P.A.'s 31, **35D**, 35E, 36, **37, 46, 47A, 47C**, 48A, 49A, 49B, 53 & 63A

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 9 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



LEGEND:

(57) LOT MIDPOINT DIMENSION

NOTES:

1. PROPOSED PUBLIC SEWER AND STORM DRAIN EASEMENT
3. PROPOSED PUBLIC STORM DRAIN EASEMENT

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SCALE 1"=60'

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ATWELL

PHASE 3B / TENTATIVE TRACT MAP NO. 39259

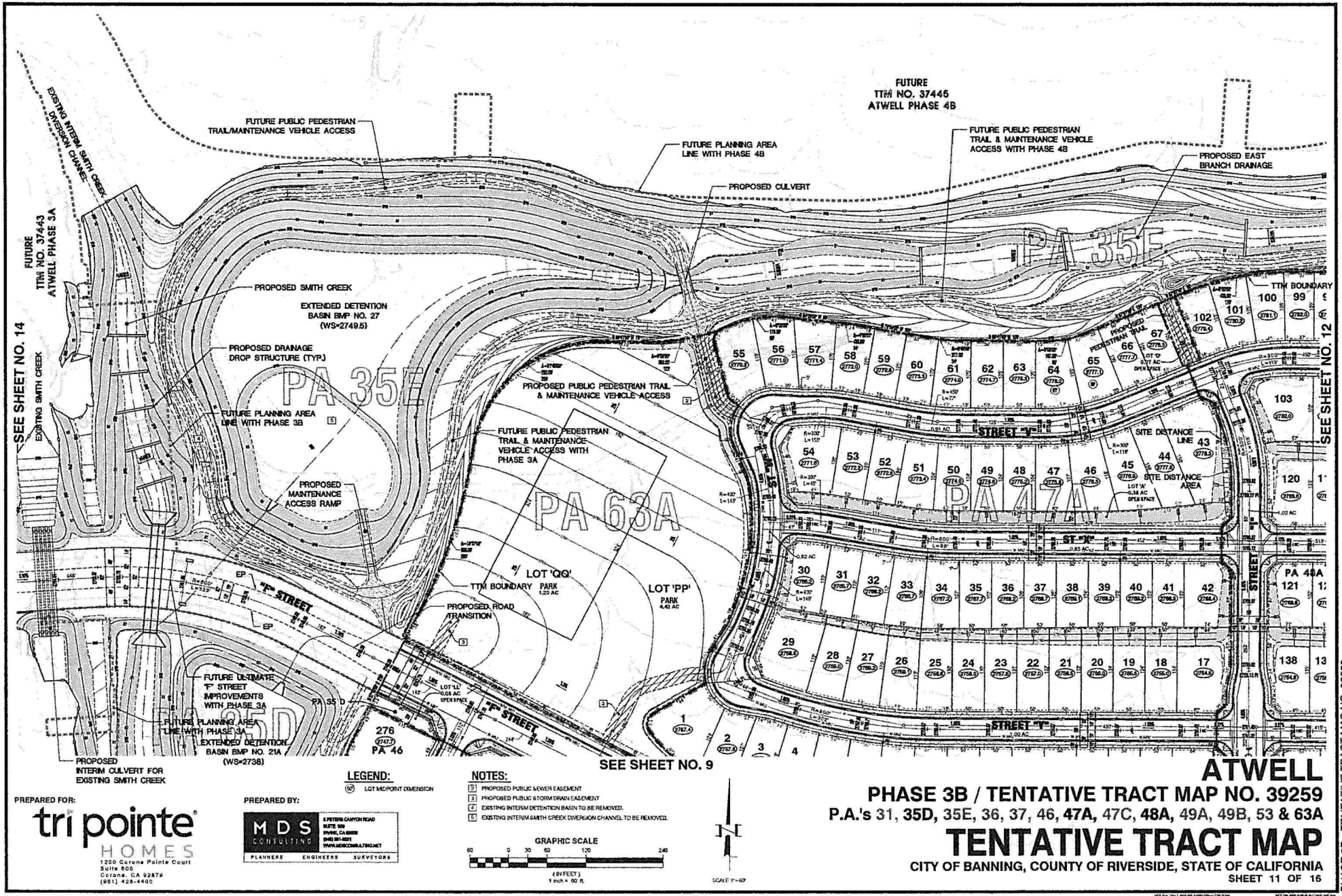
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, **47C, 48A, 49A,** 49B, **53** & 63A

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 10 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



LEGEND:

(50) LOT MIDPOINT DIMENSION

NOTES:

2. PROPOSED PUBLIC SEWER EASEMENT
3. PROPOSED PUBLIC STORM DRAIN EASEMENT
4. EXISTING INTERIM DETENTION BASIN TO BE REMOVED.
5. EXISTING INTERIM SMITH CREEK DIVERSION CHANNEL TO BE REMOVED.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SCALE 1"=60'

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PHASE 3B / TENTATIVE TRACT MAP NO. 39259

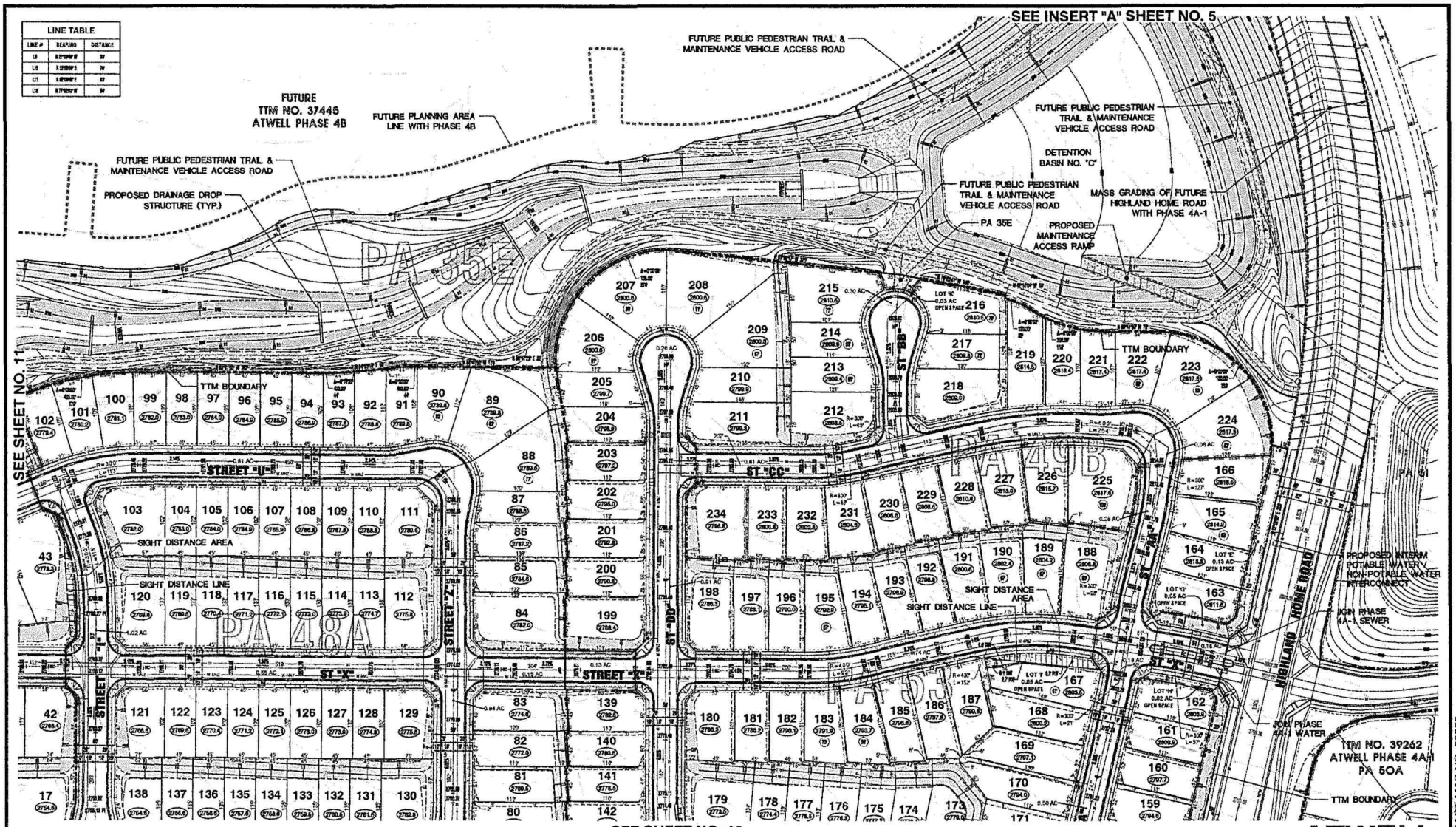
P.A.'s 31, **35D,** 35E, 36, 37, 46, **47A,** 47C, **48A,** 49A, 49B, 53 & **63A**

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 11 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



ATWELL

PHASE 3B / TENTATIVE TRACT MAP NO. 39259

P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, **48A**, 49A, **49B**, **53** & 63A

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 12 OF 16

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LEGEND:

(62) LOT MIDPOINT DIMENSION

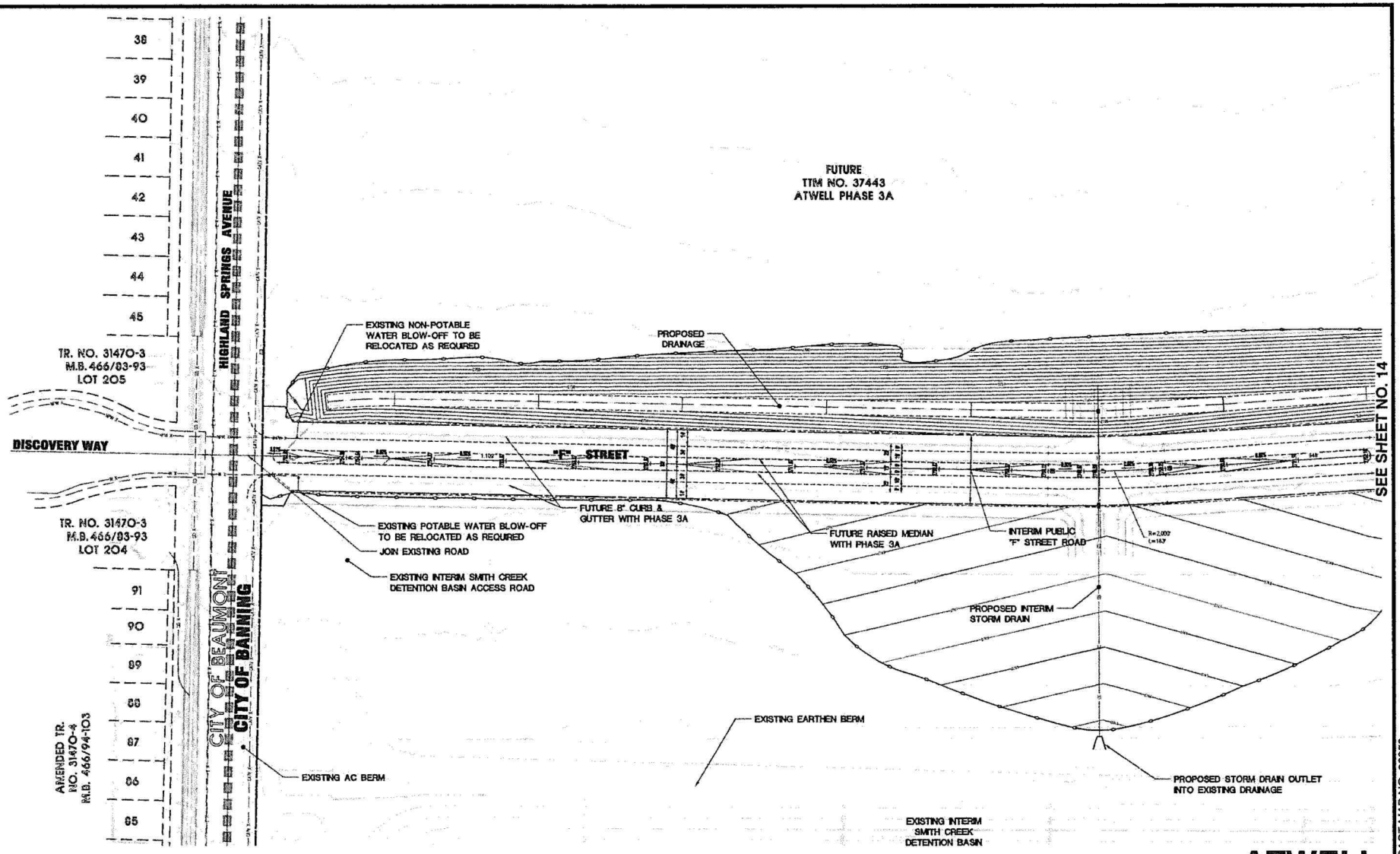
GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SCALE 1"=60'

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



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GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

SCALE 1"=60'

ATWELL

PHASE 3B / TENTATIVE TRACT MAP NO. 39259

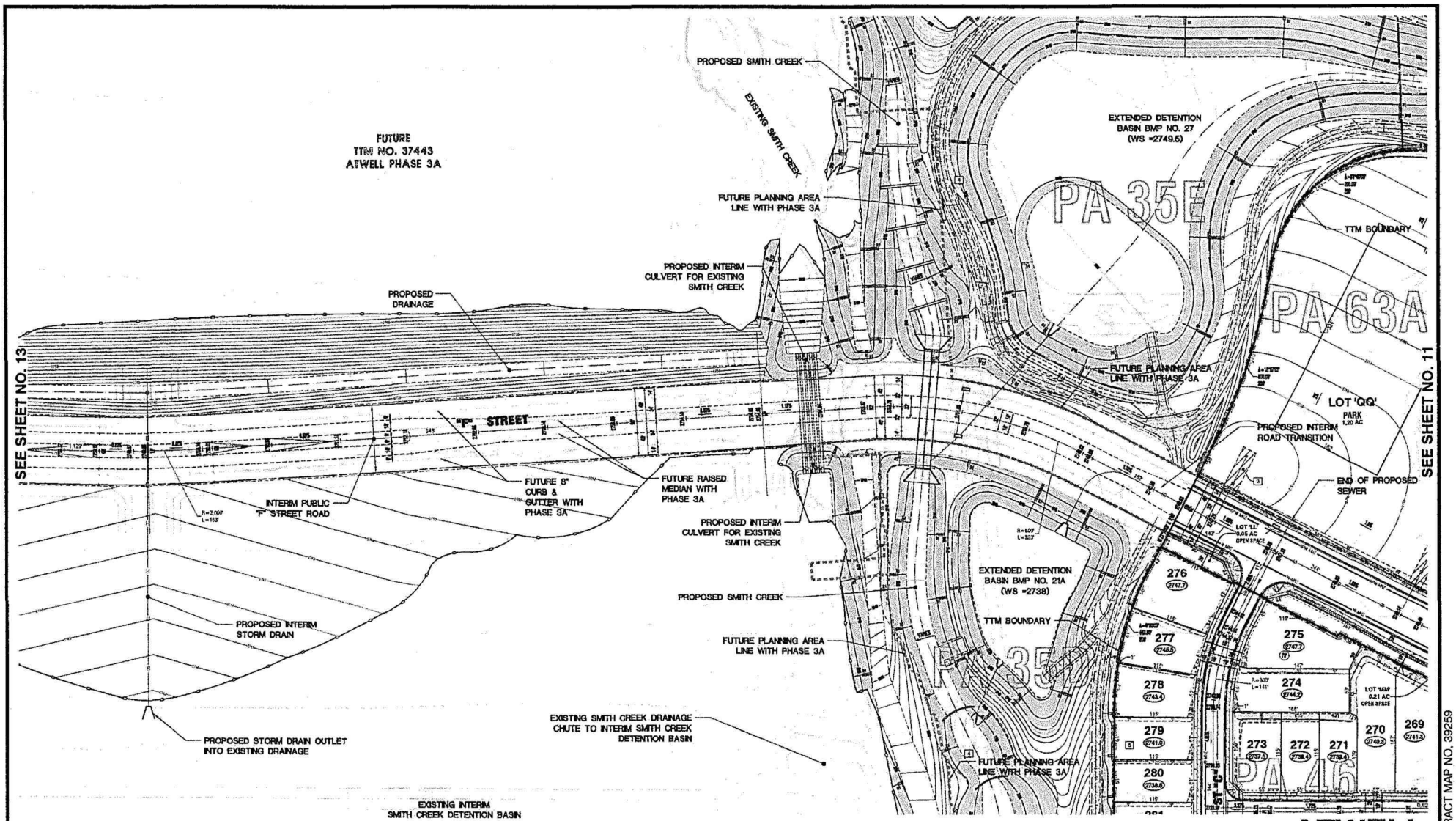
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 13 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



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GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

SCALE 1"=60'

ATWELL

PHASE 3B / TENTATIVE TRACT MAP NO. 39259

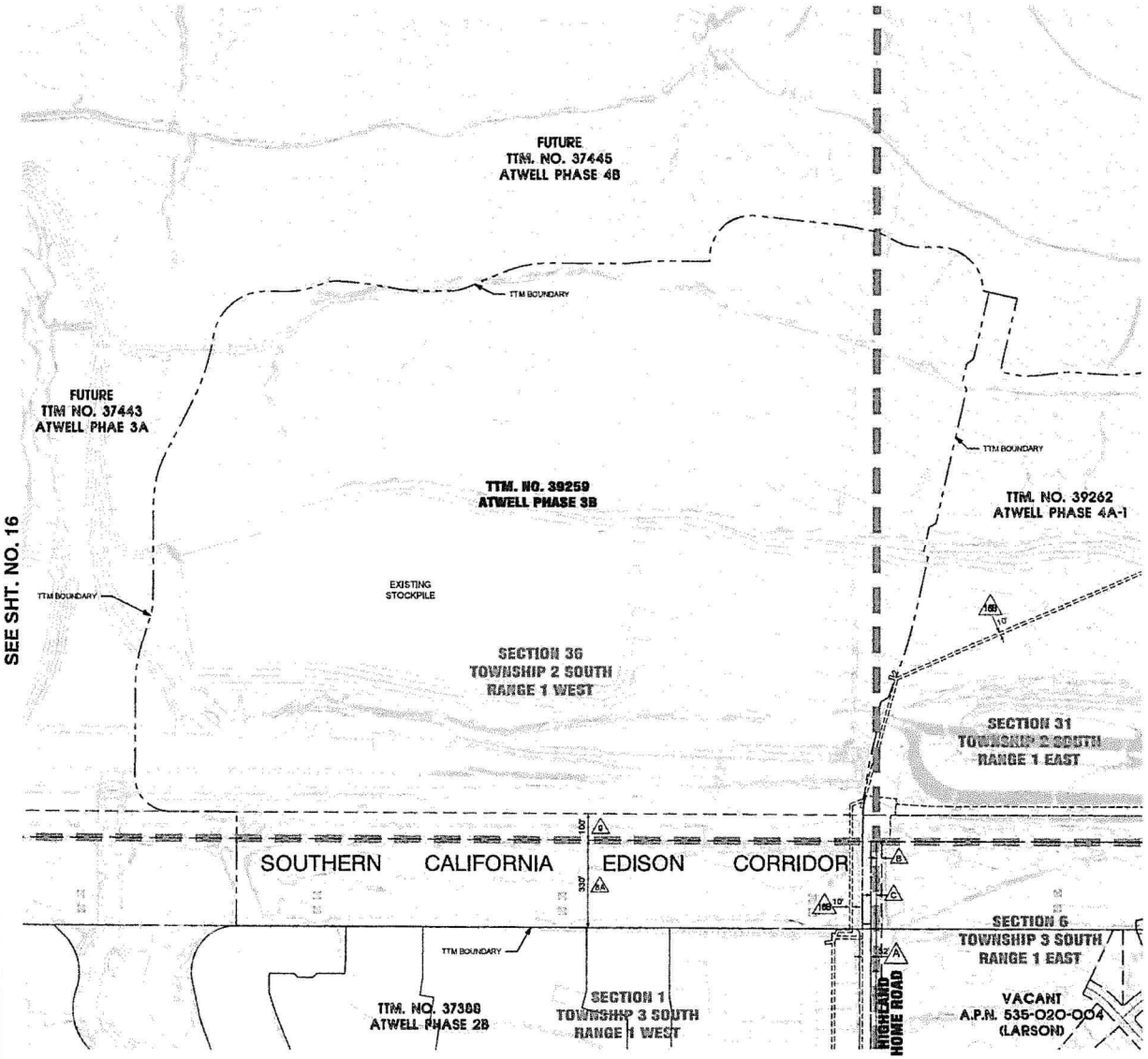
P.A.'s 31, 35D, 35E, 36, 37, **46**, 47A, 47C, 48A, 49A, 49B, 53 & **63A**

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 14 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259



SEE SHT. NO. 16

EXISTING EASEMENTS

6 A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED DESEMBER 1, 1919 IN BOOK 6, PAGE 40 OF PATENTS.
THE LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

6A AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 9, 1946 AS BOOK 754, PAGE 84 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

D AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433 OF OFFICIAL RECORDS.
IN FAVOR OF: CALIFORNIA ELECTRIC POWER COMPANY, A CORPORATION

10B AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0426252 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A CALIFORNIA MUNICIPAL CORPORATION, AND ITS SUCCESSORS OR ASSIGNS
TO BE ABANDONED.

A AN EASEMENT FOR PUBLIC STREET AND UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0708418 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS OR ASSIGNS

B DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED SEPTEMBER 11, 1905 IN BOOK 212, PAGE 190 OF OFFICIAL RECORDS.

C DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED DECEMBER 6, 1905 IN BOOK 211, PAGE 251 OF OFFICIAL RECORDS.

GRAPHIC SCALE

200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

ATWELL
PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 15 OF 16

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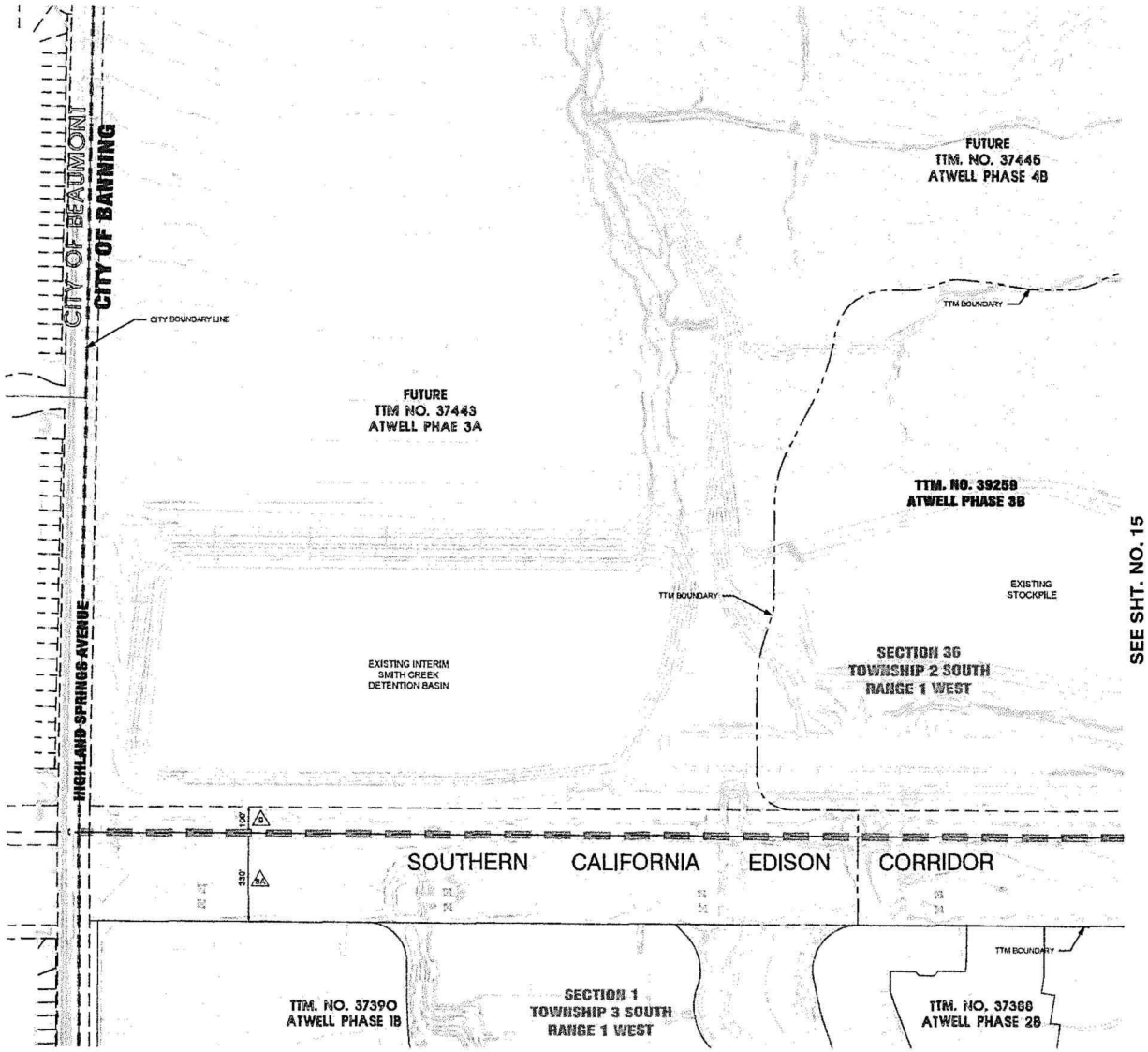
PHASE 3B - TENTATIVE TRACT MAP NO. 39259



EXISTING EASEMENTS

5 A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 5, PAGE 40 OF PATENTS.
THE LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

M AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 9, 1946 AS BOOK 754, PAGE 84 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

D AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5403 OF OFFICIAL RECORDS.
IN FAVOR OF: CALIFORNIA ELECTRIC POWER COMPANY, A CORPORATION

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED JULY 17, 2012 AS INSTRUMENT NO. 2012-0332858 OF OFFICIAL RECORDS.

N

GRAPHIC SCALE

200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

ATWELL
PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 16 OF 16

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PHASE 3B - TENTATIVE TRACT MAP NO. 39259

Butterfield Specific Plan Project
Mitigation Monitoring and Reporting Program

Project File No.:_____ Applicant: _____
EIR Prepared by: _____ Date:_____

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
Aesthetics, Light and Glare				
AES-1: Development or revegetation shall be initiated within three months following initiation of mass grading or clearing activities, so as to limit the time graded surfaces remain in their exposed state, consistent with the Specific Plan's approved landscape design guidelines and landscape plans and the provisions of Title 18.15.020 of the City's *Municipal Code*. A Revegetation Plan, addressing interim revegetation during construction and for future development areas prior to buildout, shall be submitted for City review and approval as part of each grading permit application.	CDD	D,F	A2,C2	
AES -2: The faces of all slopes shall be prepared, protected and maintained to control erosion and to reduce the visual impacts of slope grading. Slopes in excess of ten feet in height shall be graded pursuant to City Code requirements. Devices or procedures for erosion protections shall be installed as prescribed by State law and regulations and Title 18 of the City's *Municipal Code* and shall be maintained in operable condition by the developer during the duration of the activity for which the grading permit was issued. The use of plastic sheeting for erosion control shall be avoided except where required in emergency conditions to prevent land slippage. Preferred means of erosion and sediment control on slopes and pads shall include hydromulching, placement of straw bales and wind fencing, and the use of straw blankets and similar devises.	CDD	D,G	A2,C2	
AES -3: The Project developer shall maintain the site free of debris, which shall be promptly removed from the site when found at least once a quarter and at least daily during construction, and the Project developer shall monitor the site at least once a quarter and at least daily during construction to protect the site from illegal dumping.	DPW	C	A2	

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AES -4: The Project developer and its successor(s) in interest inclusive of the HOA or Landscape Lighting and Maintenance District, if any, shall maintain perimeter walls, fencing, irrigation, and landscape in a satisfactory condition at all times. Parkways and other landscape features visible from the public right of way shall be maintained free of weeds and trash and graffiti shall be promptly removed.	CDD,DPW	C,E	A2	
AES-5: Rough Grading Plans, including a sheet detailing the location of the construction staging, shall be approved by the City Engineer, prior to grading permit issuance. The sheet pertaining to the construction staging shall include the following provisions: • The construction equipment and supply staging areas shall be at least 500 feet from the nearest residence off site. Staging areas shall be screened. • During construction and grading, the construction contractor shall keep the site clear of all trash, weeds, and debris. Compliance with this measure is subject to periodic City inspections. • The grading contractor shall minimize creation of large stockpiles of soil (in terms of height) to minimize visual impacts pursuant to the provisions of the grading and/or stockpile permit issued by the City Engineer pursuant to the provisions of MC Section 18.09, *Grading Permit Requirements*, and the requirements of the City Engineer. • All temporary security lighting shall be designed and located so as to avoid intrusive effects on adjacent properties. Proper lighting techniques to direct light onsite and away from other properties shall be required to reduce light and glare impacts (including directional lighting away from reflective surfaces, use of non-reflective glass, low-intensity lighting, use of lighting baffles, and use of appropriate types of lighting fixtures).	CE	C,F	A2,C2	
AES-6: As part of the final design, improvement plan and grading plan review and approval process, the applicant shall design plans to preserve the existing oak tree along Highland Springs Avenue. If during this process it is determined that preservation is not feasible, the Applicant will utilize the following options to mitigate this impact. • A certified arborist shall evaluate the viability of transplanting the oak tree. If transplanting is deemed feasible by the arborist, the Project Applicant shall relocate the oak tree to a suitable location as approved by the City and verified by the arborist within the Project boundaries, or	CP	C,D,F	A2,C2	

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• If replacement is selected, the Project Applicant as "Replacement Option #1" shall replace the oak with a single oak tree contained in a minimum of a 60-inch box if readily available and suitable for transplanting at a suitable location approved by the City and verified by the arborist, or • If replacement is selected, and Option 1 is not feasible, the Project Applicant shall replace the oak tree with 24-inch box oaks trees at a ratio of 3:1 at suitable locations approved by the City and verified by the arborist within the Project boundaries.				
AES-7: Prior to issuance of building permits, architectural plans, including detailed lighting specifications, shall be submitted for the review and approval by the City of Banning Community Development Director. The specifications shall be consistent with lighting standards included in the Specific Plan and shall meet or exceed the lighting standards contained in the City's Municipal Code. The lighting plans must demonstrate the following to the satisfaction of the City of Banning Community Development Director: • Use of low-sodium lamps of 4,050 lumens (maximum), to provide for adequate public safety and security; • A lighting standard that is shielded to direct illumination downward and to limit casting light and glare on adjacent properties; • Exterior lighting, including street lights, landscape lighting, parking lot lighting, and lighting of the interior of parks and trails shall be sufficient to establish a sense of well-being for the pedestrian and sufficient to facilitate recognition of persons at a reasonable distance. Type (lighting standard) and placement of lighting shall be to the satisfaction of the Community Development Director or designee and shall be consistent with the requirements of the City's most current lighting ordinance and the standards of the Specific Plan ; • A minimum of one foot-candle at ground level overlap provided in all exterior doorways and vehicle parking areas, and on outdoor pedestrian walkways presented on a photometric plan; and • Outdoor light fixtures that are not covered by the Specific Plan's lighting standards shall be subject to the City of Banning *Municipal Code.*	CDD	C,F,G	A2,C2,D2 (lighting plans)	
Air Quality				

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AQ-1: Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, in accordance with SCAQMD Rule 402, the Applicant shall implement dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures are required: • All active portions of the construction site shall be watered at least twice daily to prevent excessive amounts of dust; • On-site vehicle speed shall be limited to 15 miles per hour; • All on-site permanent roads shall be paved, watered as needed, or chemically stabilized; • Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible through the use of dust suppressant techniques identified above; • All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site; • Track-out devices shall be used at all construction site access points; • All delivery truck tires shall be watered down and/or scraped down prior to departing the job site; and • Replace groundcover on disturbed areas within the required timeframes identified in Rule 403.	DPW,BO	C,F	A2,C2	
AQ-2: All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114 (Spilling Loads on Highways), with special attention to Sections 23114(b)(F), (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. Prior to the issuance of grading permits, the Applicant shall coordinate with the appropriate City of Banning Engineer on hauling activities compliance.	DPW,BO	C,F	A2,C2	
AQ-3: Prior to the issuance of building permits, the City building official shall confirm that construction plans and specifications include the following measures, which shall be implemented to reduce ROG emissions resulting from application of architectural coatings:	DPW,BO	C,F	A2,C2	

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• Contractors shall use high-pressure-low-volume (HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent; • Coatings and solvents with a ROG content lower than required under Rule 1113 shall be used; • Construction and building materials that do not require painting shall be used where readily available; and • Pre-painted construction materials shall be used where readily available.				
AQ-4: Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans and specifications stipulate that, in compliance with SCAQMD Rule 403, ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. A set of maintenance records shall be provided to the City before grading commences. The City Inspector shall be responsible for ensuring that contractors comply with this measure during construction.	DPW,BO	C,F	A2,C2	
AQ-5: Prior to issuance of any Grading Permit, the grading plan shall indicate dust management measures for review and approval by the City Engineer, to identify viable dust control measures and include a monitoring plan to be implemented throughout the construction phases of the Specific Plan. In accordance with the Specific Plan and City's Municipal Code, the dust management measures shall minimize wind-blown particles by including: • All applicable mitigation measures identified in this EIR (related to dust control) and otherwise required by the City or SCAQMD; • An erosion and sediment control plan to minimize wind or waterborne transport of soil onto adjacent properties, streets, storm drains, or drainages; and • A Revegetation Plan to address interim conditions between initial grading and final site development. The Revegetation Plan, although focused on the control of wind and water erosion, shall consider compatibility with fuel modification zone requirements, drought tolerant landscape requirements, and potential ongoing livestock grazing. Special techniques such as wind fences shall also be considered, to minimize surface soil and dust during high wind events.	CE	C,F	A2,C2	

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AQ-6: GPS-controlled "machine-guided grading", or other equivalent grading techniques, shall be incorporated into Project grading plans, subject to review and approval by the City Engineer. The City Engineer shall approve the areas of the site where this technology shall be used.	CE	C,F	A2,C2	
AQ-7: The following measures shall be implemented during construction to substantially reduce NOX related emissions. They shall be included in the Grading Plan, Building Plans, and specifications. • Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449. • The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-Certified Tier III emissions standards, or higher according to the following: o January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. o Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. o A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. o Encourage construction contractors to apply for AQMD "SOON" funds.	DPW,BO	C,F	A2,C2	

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Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm" • The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions. • Low sulfur fuel for stationary construction equipment shall be required. This is required by SCAQMD Rules 431.1 and 431.2. • Existing power sources (i.e., power poles) shall be used when available. • Construction parking shall be located on-site where possible and shall be configured to minimize traffic interference. • Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum. • Construction operations affecting traffic shall be scheduled for off-peak hours, except in situations deemed necessary. • Develop a traffic plan to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities will occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program which would inform area residents, employers and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, internet website, etc.) to disseminate information such as:				

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o Overview of project information o Weekly updates on location of construction zones; o Identification of street(s) affected by construction; o Times when construction activities will occur and when traffic delays, and blockage of intersection turning movements can be expected; and o Identification of alternate routes which could be used to avoid construction.				
AQ-8: The potential future construction and implementation of an onsite WWTP shall require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting.	CDD	B,F,G	D2	
Biological Resources				
BIO-1: Prior to the commencement of grading during the nesting season (approximately mid-February through mid-August), all suitable habitat shall be surveyed for the presence of nesting birds by a qualified biologist prior to site disturbance. Should any active nests be located, construction must comply with Migratory Bird Treaty Act requirements, including a 300-foot construction buffer around active nests or avoiding construction during the nesting season if a 300-foot buffer is infeasible.	DPW (verify pre-construction survey), BO (verify monitoring & implementation)	B,C,F	A2,C2,D2	
BIO-2: A preconstruction clearance survey for burrowing owl will be performed within 30 days prior to ground disturbance in potentially suitable habitat within the site, pursuant to CDFG protocols. The preconstruction survey will include a 300-foot buffer if between February 1 and August 31 (nesting season) and a 100-foot buffer if outside of this period. If owls are found within the survey area during the nesting season, construction activities will not occur within 300 feet of the occupied burrows until nesting is completed. A qualified biologist must confirm that the nesting effort has been completed prior to the removal of the work buffer restriction. If owls are found within the disturbance footprint outside of the February 1 through August 31 period, passive relocation (e.g. use of one way doors and collapse of burrows) will occur. These surveys and mitigation for burrowing owl are consistent with Section 6.3.2, *Additional Survey Needs and Procedures* of the MSHCP.	DPW (verify pre-construction survey), BO (verify monitoring & implementation)	B,C,F	A2,C2,D2	
BIO-3: The applicant shall provide mitigation for the temporary disturbance to 9.22 acres of CDFG jurisdictional waters at a minimum 1:1 ratio, which includes approximately 0.02 acres of vegetated riparian habitat, and the temporary disturbance to 8.65 acres of Regional Board and	DPW (verify pre-construction	B,C,F	A2,C2,D2	

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USACE jurisdiction. The applicant shall provide mitigation for the permanent impact disturbance to 2.47 acres of CDFG jurisdiction, of which 0.41 acre consists of vegetated riparian habitat and the permanent disturbance to 1.17 acres of USACE jurisdiction, of which 0.01 acre consists of jurisdictional wetlands. The mitigation requirements will be determined through applicable regulatory permitting programs of CDFG, RWQCB, and USACE, and shall consist of minimum 1:1 mitigation through onsite restoration of 9.22 acres within the Smith Creek drainage and other onsite areas, which will be performed concurrently with development of the golf course (PAs 35 and 39) or alternative uses within these PAs and 1:1 mitigation through onsite restoration of 2.47 acres of permanent habitat within, or adjacent to, Smith Creek.	survey), BO (verify monitoring & implementation)			
BIO-4: Prior to the issuance of the grading permits the developer shall complete and submit all required protocol and habitat assessment studies required to demonstrate compliance with the MSHCP. Specifically, a DBESP (Determination of Biologically Equivalent or Superior Preservation), following approval of all required permits for the CDFG and USACE, shall be prepared, which shall be reviewed by the CDFG and USFWS and approved by City staff, in compliance with Section 6.1.2 of the MSHCP. The applicant shall implement the approved DBESP as a condition of the issuance of a grading permit and comply with all biological mitigation measures contained within the DBESP.	CDD	B,C,D,E,F	B2,D2	
BIO-5: The following mitigations shall be incorporated into the construction plans and specifications to minimize any potentially adverse construction impacts: • Construction areas will be watered regularly to control dust and minimize impacts to adjacent vegetation and wildlife habitat. • Short-term stream diversions will be accomplished by use of gravel bags or other methods that will result in minimal in-stream impacts. Short-term diversions will be evaluated through the riparian/riverine component of the MSHCP Consistency analysis (Section 6.1.2) (refer to Mitigation Measure BIO-4) which will require a DBESP analysis to be prepared. In addition the 401, 404, and 1602 permitting processes will evaluate short-term impacts relative to stream diversions. All biological mitigation measures contained within the 401, 404 and 1602 approval conditions and DBESP shall be implemented pursuant to BIO-3 and BIO-4, respectively, which typically require 1:1 onsite restoration. Any mitigation beyond the 1:1 restoration of the original stream will be mitigated onsite through negotiations with CDFG, RWQCB, and	DPW,BO	C,F	A2,D2	

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USACE. • Equipment storage, fueling and staging areas will be sited on non-sensitive upland habitat types with minimal risk of direct discharge into riparian areas or other sensitive habitat types. • The limits of jurisdictional disturbance, including the upstream, downstream along Smith Creek and lateral extents that are tributaries to Smith Creek, will be clearly defined and marked in the field. Monitoring personnel will review the limits of disturbance prior to initiation of construction activities. • During construction, the placement of equipment within the stream or on adjacent banks or adjacent upland habitats occupied by Covered Species that are outside of the Project footprint will be avoided. • Exotic, weedy plant species removed during construction will be properly handled to prevent sprouting or re-growth. • Waste, dirt, rubble, or trash shall not be deposited in a conservation area or on native habitat.				
Climate Change				
GHG-1: Prior to the issuance of building permits, the following measures shall be reflected on applicable tract maps, building permits, improvement plans, landscape plans and/or grading plans: a) ***Green Building Practices*** 1) **Water Conservation** – All appliances such as showerheads, lavatory faucets and sink faucets shall comply with efficiency standards set forth in Title 20, California Administrative Code Section 1604(f). Title 24 of the California Administrative Code Section 1606(b) prohibits the installation of fixtures unless the manufacturer has certified to the California Energy Conservation compliance with the flow rate standards. 2) **Water Conservation** – Low-flush toilets shall be installed as specified in California State Health and Safety Code Section 17921.3 and the County Green Building Ordinance [as applicable in Riverside County]. 3) **Water Conservation** – All common area irrigation areas shall be operated by a	DPW,BO	A,F,G	A2,C2	

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computerized irrigation system which includes an on-site weather station/ET gage capable of reading current weather data and making automatic adjustments to independent run times for each irrigation valve based on changes in temperature, solar radiation, relative humidity, rain and wind. In addition, the computerized irrigation system shall be equipped with flow sensing capabilities, thus automatically shutting down the irrigation system in the event of a mainline break or broken head. All common area irrigation controllers shall also include a rain-sensing automatic shutoff. 4) **Water Conservation** – Common-area landscaping shall emphasize drought-tolerant vegetation. Plants of similar water use shall be grouped to reduce over-irrigation of low-water-using plants. Those irrigated areas not designed with drought-tolerant vegetation shall be gauged to use the minimum amount of water needed to maintain healthy vegetation. 5) **Water Conservation** – Residential occupants shall be informed as to the benefits of low-water-using landscaping and sources of additional information related to water conservation documents. 6) **Water Conservation** – Community Center or Recreational Facilities with a pool amenity shall be conditioned to provide and use a pool cover to reduce water evaporation and retain heat. 7) **Water Conservation** – Water conservation standards shall be noted in the Tier 1 measures of the 2010 California Green Building Standards. 8) **Energy, Water, and Recycling –** **The builder shall be conditioned to provide the following:** • Energy efficient appliances; • Energy efficient indoor lighting • Water efficient smart controllers for landscaping • Water efficient plumbing in all buildings • Integrate recycling into residential home design. Create areas in the home to promote recycling (additional trash cans in cabinets, etc.) • Energy Efficiency standards shall be as noted in the Tier 1 measures of the 2010 California Green Building Standards. 9) **Carbon Sequestration** – The builder shall plant an average of approximately				

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40 trees per landscaped acre (where landscaping is provided) as a means to capture (sequester) carbon dioxide emissions and to provide shade to the buildings, which can decrease the need for air conditioning. 10) **Green Education Program** - In order to increase awareness of green building practices and to promote water and energy conservation, the builder(s) shall develop and implement a green educational program. The program shall include but not necessarily be limited to a pamphlet that educates and promotes conservation practices that homeowners can implement, with specific guidance on landscaping with drought tolerant plants, use of efficient irrigation systems, compact florescent lighting, and other measures that help lower GHG emissions. 11) **Energy Efficient Outdoor Lighting** – Lighting for public streets, parking areas, and recreation areas shall utilize energy efficient light and mechanical, computerized or photo cell switching devices to reduce unnecessary energy usage. 12) **Energy Conservation** – Community Center or Recreational Facilities with a pool amenity shall be conditioned to install energy-efficient pumps and motors, such as variable speed motors. b) ***Solid Waste Measures*** 1) Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard). 2) Shall comply with state model ordinance AB 1327, Chapter 18 California Solid Water Reuse and Recycling Access Act of 1991, which requires interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas. c) **Transportation and Motor Vehicles** 1) Limit idling time for commercial vehicles, including delivery and construction vehicles, pursuant to applicable SCAQMD and City requirements. 2) Promote ride sharing programs e.g., by designating a certain percentage of parking spaces for ride sharing vehicles, designating adequate passenger loading and unloading and waiting areas for ride sharing vehicles, and providing a web site or message board for coordinating rides. The actual				

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percentage of potential ride sharing vehicle spaces will be determined in coordination with the City Planning Director or designee based on square footage and use type (e.g., shopping center, office, fitness center, etc.) prior to approval of a site plan within the commercial land use Planning Areas. 3) Provide adequate bicycle parking near non-residential building entrances to promote cyclist safety, security, and convenience. Provide facilities that encourage bicycle commuting (e.g., locked bicycle storage or covered or indoor bicycle parking). 4) All golf carts and Neighborhood Electric Vehicles (NEVs) shall be electrical powered only.				
GHG-2: The Butterfield Specific Plan shall be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans), to further promote renewable energy resources, including: a) Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions; b) Allowing electric vehicle charging stations at all commercial, park, golf course, multi-family residential, and school areas, subject to a Conditional Use Permit; and c) Allowing hydrogen vehicle fueling stations within the Commercial zone, subject to a Conditional Use Permit.	DPW,BO	A,F,G	A2,C2	
GHG-3 As part of future tract map, grading plan, site plan and/or improvement plan submittals, the Applicant shall identify bus stop provisions along arterial streets, through consultation with the City Engineer and Banning Pass Transit, including stops on Highland Springs Road, Wilson Street, Highland Home Road, and F Street as determined appropriate.	CE	A,D,F,G	A,D,F,G	C2,D2 (site plans)
Cultural Resources				
CUL-1: The Project Applicant shall prepare a paleontological resource impact mitigation program (PRIMP) for the grading and excavation phase of the Project, including both on- and off-site activities. The PRIMP shall be submitted for review and approval prior to issuance of any grading permit, and shall conform to the guidelines of the County of Riverside and the Society of Vertebrate Paleontology; including the following: • A trained paleontological monitor shall be present during initial mass grading or deep trenching activities within the Project in sediment areas determined likely to contain	CDD	C,F	A2,C2,D2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
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paleontological resources. If paleontological resources are located within excavation, the monitoring program will change to full-time. The monitor shall be empowered to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. The monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation. During monitoring, samples shall be collected and processed to recover microvertebrate fossils. Processing shall include wet screen washing and microscopic examination of the residual materials to identify small vertebrate remains. • Upon encountering a large deposit of bone, salvage of all bone in the area shall be conducted with additional field staff and in accordance with modern paleontological techniques. • All fossils collected during the Project shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified shall be provided to the museum repository along with the specimens. • A report documenting the results of the monitoring and salvage activities and the significance of the fossils will be prepared. • All fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a museum repository for permanent curation and storage.				
CUL-2: Prior to the issuance of a grading permit, an archaeological resource monitoring plan shall be developed by a qualified archaeologist. This plan shall include a grading observation schedule, to be maintained when initial mass grading occurs in upper soils, to identify and further evaluate any cultural resources that may be discovered in the Project area. A qualified archaeologist shall be retained to attend pre-grading meetings and to monitor earth moving activities, including clearing, grubbing, cutting, and trenching at the site. The archaeologist shall carefully inspect these areas to assess the potential for significant prehistoric or historic remains. If potential archaeological and historical resources are uncovered, the construction contractor shall cease grading operations in the vicinity of the find until further evaluation is undertaken to assess the discovery. Further subsurface investigation may be needed if the resource is determined unique or important for its prehistoric or historic information.	CDD	C,F	A2,C2,D2	

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CUL-3: All earthmoving activity occurring within 30 meters of the on-site refuse scatter (LSA-PDH0601-H-2) shall be monitored by a qualified archaeologist. If archaeological remnants are discovered during monitoring, the archaeologist shall have the authority to divert construction in order to assess the significance of the find. Remnants shall be properly evaluated, documented, and deposited as applicable, consistent with State and local protocols.	DPW,BO	C	A2	
CUL-4: If previously unknown cultural resources, including human remains, are identified during grading activities, a qualified archaeologist shall be retained to assess the nature and significance of the find. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.	DPW,BO	C	A2	
Geology, Soils, and Seismicity				
GEO-1: All structures on the Project site shall be constructed pursuant to the most current applicable seismic standards, as determined by the City as part of the tract map, grading plan, and building permit review processes, with building setbacks as recommended by the Project's Seismic Hazard Analysis (Geocon 2005). Design criteria developed for Project structures shall also be based on the most current standards of practice and design parameters suggested by the Structural Engineers Association of California based on the recommendations and amendments to the CBC by the Division of State Architect for specific types of buildings and occupancies.	DPW,BO	C,F	A2,C2	
GEO-2: A detailed analysis of site geotechnical conditions, field investigation and slope stability analyses shall be conducted as 40-scale grading plans for mass and fine grading are prepared in the course of the phased development of the Project site. These studies shall be submitted to the City Building Department or Building Official, and their recommendations incorporated into Project design to the satisfaction of the City Engineer, prior to the issuance of any grading permits, including those for mass grading, in areas where slopes of 10 feet or more in height	DPW,BO,CE	C,F	A2,C2,D2	

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are anticipated and/or where evidence of debris flows or past landslides is found.				
GEO-3: The Project site shall be constructed pursuant to the following mitigation measure contained in the City of Banning General Plan EIR, Geotechnical Element: • During the site grading, all existing vegetation and debris shall be removed from areas that are to receive compacted fill. Any trees to be removed shall have a minimum of 95 percent of the root systems extracted. Man-made objects shall be over excavated and exported from the site. Removal of unsuitable materials may require excavation to depths ranging from 2 to 4 feet or more below the existing site grade. • All fill soil, whether on site or imported, shall be approved by the individual Project soils engineer prior to placement as compaction fill. All fill soil shall be free from vegetation, organic material, cobbles and boulders greater than 6 inches in diameter, and other debris. Approved soil shall be placed in horizontal lifts or appropriate thickness as prescribed by the soils engineer and watered or aerated as necessary to obtain near-optimum moisture-content. • Fill materials shall be completely and uniformly compacted to not less than 90 percent of the laboratory maximum density, as determined by American Society for Testing and Materials (ASTM) Test Method D-1557-78, or equivalent test method acceptable to the City Building Department. The project soils engineer shall observe the placement of fill and take sufficient tests to verify the moisture content, uniformity, and degree of compaction obtained. In-place soil density should be determined by the sand-cone method, in accordance with ASTM Test Method D1556-64 (74), or equivalent test method acceptable to the City Building Department. • Finish cut slopes generally shall not be inclined steeper than 2:1 (horizontal to vertical). Attempts to excavate near-vertical temporary cuts for retaining walls or utility installation in excess of 5 feet may result in gross failure of the cut and may possibly damage equipment and injure workers. All cut slopes must be inspected during grading to provide additional recommendations for safe construction. • Finish fill slopes shall not be inclined steeper than 2:1 (horizontal to vertical). Fill slope surfaces shall be compacted to 90 percent of the laboratory maximum density by either overfilling and cutting back to expose a compacted core or by approved	DPW,BO,CE	C,F	A2,C2	

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mechanical methods. • Foundation systems that utilize continuous and spread footings are recommended for the support of one- and two-story structures. Foundations for higher structures must be evaluated based on structure design and on-site soil conditions. • Retaining walls shall be constructed to adopted building code standards and inspected by the Building Inspector. • Positive site drainage shall be established during finish grading. Finish lot grading shall include a minimum positive gradient of 2 percent away from structures for a minimum distance of 3 feet and a minimum gradient of 1 percent to the street or other approved drainage course. • Utility trench excavations in slope areas or within the zone of influence of structures should be properly backfilled in accordance with the following: (a) Pipes shall be bedded with a minimum of 6 inches of pea gravel or approved granular soil. Similar material shall be used to provide a cover of at least 1 foot over the pipe. This backfill shall then be uniformly compacted by mechanical means or jetted to a firm and unyielding condition. (b) Remaining backfill may be fine-grained soils. It shall be placed in lifts not exceeding 6 inches in thickness or as determined appropriate, watered, or aerated to near optimum moisture content, and mechanically completed to a minimum of 90 percent of the laboratory maximum density. (c) Pipes in trenches within 5 feet of the top of slopes or on the face of slopes shall be bedded and backfilled with pea gravel or approved granular soils as described above. The remainder of the trench backfill shall comprise typical on-site fill soil mechanically completed as described in the previous paragraph.				
Hazards and Hazardous Materials				
HAZ-1: The grading plans shall indicate methods to address potential contamination discovered during construction, as well as safety considerations for on-site construction personnel and the general public. Details of the plan shall include, but not be limited, to the following: • Procedures for identification of contaminated soil during earthmoving operations;	DPW,BO	B,C,F	A2,B2,C2	

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• Immediate measures to protect workers and the public from exposure to contaminated areas (e.g., fencing or hazard flagging, covering of contaminated soils with plastic, etc.) and prevent migration of the contaminants to the surrounding environment; and • Steps to be taken following initial discovery of contaminated soils. Notification shall be made to the local environmental health officials and the City's construction inspector(s) immediately following identification of previously unknown contamination within the construction area. In the event hazardous substances are encountered during site grading, work shall immediately cease in the area and the property owner/developer shall retain a qualified hazardous materials engineer to assess the impacts and prepare a response plan using risk-based cleanup standards applicable to residential land use. Upon approval of the response plan by the Fire Department or other agency, as applicable, the engineer shall obtain any required permits, oversee the removal of such features and/or conduct the response work to the satisfaction of the Fire Department or other agency, as applicable, until closure status is attained.				
HAZ-2: As part of construction specifications, procedures for the fueling and maintenance of construction vehicles shall be required to minimize the potential for accidental release of hazardous materials. This shall include locating refueling and maintenance areas minimum of 500 feet from occupied residential uses. Drip plans shall be placed under motorized equipment when parked on the site to prevent soil contamination from dripping oil or other fluids.	DPW,BO	C,F	A2,C2	
HAZ-3: Hazardous construction waste management practices are to be implemented pursuant to the Best Management Practices contained in the California Stormwater BMP Handbook (2009)[1] and shall include the following: 1. All hazardous construction wastes as defined by Title 22 Division 4.5, or listed in 40 CFR Pars 110, 117, 261, or 302, including but not limited to petroleum products, concrete curing compounds, palliatives, septic wastes, stains, wood preservatives, asphalt products, pesticides, acids, paints, solvents, roofing tar, sandblasting grid mixed with lead-, cadmium-, or chromium based paints, asbestos, or PCBs, that	DPW,BO	C,F	A2,C2	

[1] California Stormwater Quality Association, 2009 Construction BMP Handbook, 2010, accessed from *https://www.casqa.org/casqastore/entitiy/tabid/169/c-4-best-management-practice-bmp-handbooks.aspx* 3.10.11

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cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler. 2. Wastes shall be stored in sealed containers constructed of suitable material and shall be labeled as required by Title 22 CCR, Division 4.5 and 49 CFR Parts 172, 173, 178, and 179. 3. Waste containers shall be stored in temporary containment facilities that should comply with the following requirements: a. Temporary containment facility shall provide for a spill containment volume equal to 1.5 times the volume of all containers able to contain precipitation from a 25 year storm event plus the greater of 10 percent of the aggregate volume of all containers or 100 percent of the largest tank within its boundary, whichever is greater. b. Temporary containment facility shall be impervious to the materials stored there for a minimum contact time of 72 hours. c. Temporary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be placed into drums after each rainfall. These liquids shall be handled as a hazardous waste unless testing determines them to be non-hazardous. d. Sufficient separation shall be provided between stored containers to allow for spill cleanup and emergency response access. e. Incompatible materials such as chlorine and ammonia shall not be stored in the same temporary containment facility. d. Throughout the rainy season, temporary containment facilities shall be covered during non-working days and prior to rain events. 4. Storage drums shall not be overfilled and wastes should not be mixed. 5. Unless watertight, containers of dry waste shall be stored on pallets. 6. Herbicides and pesticides shall not be over used. Only the amount needed shall be prepared. Apply surface dressings in several small applications as opposed to one large application. Allow time for infiltration and avoid excess material being carried off-site by runoff. Do not apply such chemicals immediately prior to rain events. All persons applying pesticides must be certified in accordance with federal and State				

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regulations. 7. Paint brushes and equipment for water and oil based pants should be cleaned within a contained area and shall not be allowed to contaminate soil, watercourses or drainage systems. Waste paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste by a licensed hazardous waste hauler. 8. Hazardous waste storage areas on-site shall be located away from storm drains or water courses and way from moving vehicles and equipment to prevent accidental spills. 9. Containment berms shall be used in fueling and maintenance areas and where the potential for spills is high. 10. Potentially hazardous waste shall be segregated from non-hazardous construction site debris. 11. Liquid or semi-liquid hazardous materials shall be stored in appropriate containers and under cover. 12. Hazardous waste collection sites shall be designated on-site away from watercourses and drainage systems, and shall be clearly labeled. 13. Hazardous materials shall be stored in containers and protected from vandalism. 14. All employees and subcontractors shall receive on-site training in hazardous waste storage and disposal procedures. 15. Areas treated with chemicals shall be identified with appropriate warning signage 16. Place a stockpile of spill clean-up materials where it will be readily accessible 17. Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are underway, BMPs shall be inspected on a weekly basis. 18. A copy of hazardous waste manifests shall be maintained on-site for access by City inspectors.				
HAZ-4 The abandoned well identified in the 2007 Converse Consultant's Technical Memorandum for the Butterfield Specific Plan shall be properly capped and any associated pipeline abandoned and/or removed from the site pursuant to applicable State and federal Guidelines.	DPW,BO	C,D	B2,C2,D2	

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HAZ-5 Prior to issuance of grading permits, the following remediation efforts shall occur: • The batteries, auto parts, tires and the diesel engine observed on the concrete pad next to the well and any associated fuel sources shall be removed and disposed of in compliance with all applicable regulations by waste haulers certified by the State for the handling and disposal of such wastes; • Piles of asphalt debris and inert trash observed in various locations throughout the property shall be removed following their inspection by a hazardous waste consultant and, if required, by a cultural resource consultant, and the material removed and disposed of pursuant to all applicable laws and regulations. • Prior to the removal of any potentially hazardous debris, additional environmental assessment and testing shall be completed pursuant to the recommendations of a certified environmental consultant and appropriate methods of handling and disposal shall be identified and implemented pursuant to existing (or then current) regulations and procedures for any particular hazardous waste or toxic material identified.	DPW,BO	C,F,D	A2,C2,D2	
HAZ-6 The contractor shall ensure that precautions are taken to avoid the Southern California Gas Company pipeline observed crossing the property diagonally from the west-center of the Project site to the southeast corner and that may be present along the alignments of the proposed off-site infrastructure. Such precautions shall include calling Dig Alert prior to any construction activity to determine and mark the exact location of this pipeline and close coordination with Southern California Gas Company to ensure that appropriate measures are taken by SCGC, including potential reduction in pressure and on-site monitoring, to protect both workers and the pipeline from accidental damage during grading activities. The appropriate identification and setbacks shall be maintained in order to ensure the safety of adjacent properties.	DPW,BO	B,C	A2,C2	
HAZ-7: The Applicant shall ensure that the existing high pressure gas line is replaced by the operator with pipeline that is PUC-rated for location in residential areas. Replacement of the pipeline and required relocation shall occur prior to trenching for sewer, water and storm drain within 25 feet of the outer edge of the pipeline easement and/or prior to the issuance of building permits for residences located within 100 feet of the ultimate pipeline alignment and prior to the paving of any roads within the pipeline alignment. Unless directed otherwise by the PUC, wet utility crossings shall observe a minimum ten-foot vertical separation and ten-feet of horizontal separation from the pipeline, given the needed depth of utility services.	DPW,BO	C,D,G	A2,C2	

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Undergrounded electrical services shall observe a minimum 10 foot horizontal separation from the pipeline. The location of the pipeline shall be indicated with appropriate curbside notation and/or monuments at minimum 50-foot intervals along its route and by ground-level monumentation through the golf course, or at intervals required by the PUC.				
HAZ- 8: A permit shall be obtained from the Riverside County Fire Department (Banning Services Unit) and, If required, from the County Department of Environmental Health, prior to installation of any temporary above ground fuel storage tank on the Project site. • A hazardous materials business plan consisting of an owner/operator page, a chemical description/inventory page, and a site map must be submitted with the application for permit. • The storage area shall be kept free of weeds and extraneous combustible material. • Plans must be submitted for approval prior to installation. Aboveground fuel/mixed liquid tanks(s) shall meet the following standard: Tank must be tested and labeled to UL2085 Protected Tank Standard or SwRI 93-01. The test must include the Projectile Penetration Test and the Heavy Vehicle Impact Test. A sample copy of the tank's label from an independent test laboratory must be submitted with the tank plans. • The tank shall be kept 50 feet from buildings and conspicuously marked with the name **DIESEL** and **COMBUSTIBLE – KEEP FIRE AWAY.** • The tank shall be located within a secondary containment area such as earthen berms covered from end to end by a thick mil plastic. Concrete or steel may also be used to provide secondary containment. /show calculations for secondary containment on the Site Plan. • The tank shall be secured to prevent movement on the containment surface or be mounted on metal skids (not on an elevated stilt rack). • The project manager or contractor shall contact the fire department representative for inspections at the time prior to when product is put into the tank to verify compliance, **AND** at the time when the tank is removed from the site to check for evidence of ground contamination.	DPW,BO,FC	B,D	B2,C2,D2 (Hazardous Materials Business Plan)	
HAZ-9: Prior to the approval of Final Tract maps, the City Engineer and Riverside County Fire Department (Banning Services Unit) shall discuss with the Applicant approximate locations of work activities and ingress and egress points in and out of the construction site to assure there	DPW,CE,FC	A,F	B2,C2	

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is adequate access and communications protocols for emergency response vehicles during each of the proposed construction phases.				
HAZ-10: Prior to the issuance of grading permits or road encroachment permits, a Traffic Management Plan providing safety control measures for area-wide streets that would be affected by construction traffic and activities must be prepared by a licensed civil or traffic engineer, to the satisfaction of the City Engineer, that would minimize safety hazards and emergency access impacts. The temporary measures in the Traffic Management Plan could include: flaggers, temporary lane restriping, temporary lanes, caution signs, reduced-speed zones, temporary detours, and other safety and traffic control devices.	DPW,CE	A,B,F	C2,D2	
HAZ-11: All proposed subdivisions within the Specific Plan project area shall be evaluated by the Fire Department to determine whether the Department's Urban-Wildland Interface requirements should be implemented as part of the development. If the Department determines that either an interim or permanent condition of high fire risk would be present, a Fuel Modification Plan that meets the then-current requirements of the Fire Department shall be prepared and shall be approved by the Fire Department prior to recordation of a Final Tract Map. Maintenance of interim fuel modification areas shall be the responsibility of the master Homeowners Association and/or the property owner and/or a LLMP and temporary maintenance easements shall be recorded over interim fuel modification areas. Such easements shall be quitclaimed when the Fire Department determines that additional new development has eliminated the need for fuel modification in these areas.	DPW,FC	A,D,E,F	A2,C2,D2	
HAZ-12: Seed mix used for the temporary re-vegetation of graded areas that will remain as undeveloped open space for a period of 6 months or more shall consist primarily of drought-tolerant grasses that may combine native and non-native species. These mixes include grasses that require little maintenance and do not grow tall, but do provide sufficient vegetative coverage to be effective in controlling wind and water-caused erosion. Defensible spaces as defined by the Fire Department pursuant to Chapter 49 of the California Fire Code shall be maintained around the exposed perimeters of subdivisions abutting un-irrigated grassland and/or chaparral through weed abatement, mowing, and other fuel reduction/modification strategies.	DPW,BO	C,D,E	A2,B2,C2	
HAZ-13: The applicant shall continue to provide annual fuel modification as required by City code. The annual fuel modification (thinning) shall also be conducted in the future development areas south of Highland Home Road extension as needed (which excludes PAs 50,	DPW,BO,FC	C,E	A2,B2,C2	

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51, 52, 60, 61 and 73, which shall remain natural until such time these areas are developed or require infrastructure improvements).				
Hydrology and Water Quality				
HWQ-1: The following measures shall be reflected in applicable Tentative Tract Maps (TTMs), site plans, grading plans, and/or improvement plans to the satisfaction of the City Engineer, prior to applicable plan/permit approval: 1) All building pads within the Specific Plan shall be constructed so that they are free from flood hazard for the 100-year frequency storm by elevating finished floor elevations above the 100-year level of flood protection. 2) The depths of flow in the Project's streets shall not exceed top of curb elevations for the 10-year frequency storm event. 3) Streets shall be oriented to allow for maximum potential conveyance of regional flooding during significant storm events to expedite the passage of storm flows through the Specific Plan area. 4) The Specific Plan will be phased so that 100-year flood protection is ensured in all areas of development. Interim improvements (such as temporary debris basin, earthen channels/berms, check dams, sand bag barriers,, or other temporary BMP and flood protection measures; refer to Mitigation Measure HWQ-1, bullet #6 and 7 below) shall be provided as development progresses to protect against flooding, erosion, siltation, and water quality impacts. 5) All subdivisions implemented as part of the Specific Plan shall be required to detain any incremental increase in drainage within the Project Boundary until the Riverside County Flood Control and Water Conservation District Master Drainage Plan ("Banning" – Zone 5) is fully implemented downstream of the Project site. 6) Construction of each phase shall include an assessment of the size and flow patterns of the adjacent undeveloped areas of the Specific Plan site. Interim phase on-site facilities shall provide developed phases with required flood protection pursuant to Code. 7) Temporary basins shall be constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction phases.	DPW,CE,BO	F	C2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
PC - Police Captain or designee	E - Operating	
FC - Fire Chief or designee	F - Prior to issuance of grading/building permits	
DPW - Director of Public Works or designee	G - Prior to approval of project plans and/or specifications	

Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
Noise				
NOI-1: As a condition of approval of all grading and building permits, the Applicant shall comply with the following list of noise reduction measures, subject to inclusion of additional provisions at the discretion of the Building Official as appropriate: • Excavation, grading, and other noise-intensive construction activities related to the proposed Project shall be restricted to the hours of operation allowed under Section 8.44.090.E, Noise Prohibited – Unnecessary Noise Standard – Construction, Landscape Maintenance or Repair, of the City Municipal Code. Any deviations from these standards shall require the written approval of the City Building Official. The days and hours shall also apply to any servicing of equipment and to the movement of materials to and from the site. • The developer shall require, as a condition of contract, that all construction equipment operating on the site be equipped with mufflers and sound control devices (e.g., intake silencers and noise shrouds) no less effective than those provided on the original equipment and no equipment shall have an unmuffled exhaust. • The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions • Stockpiling and vehicle staging areas shall be located a minimum of 500 feet from occupied residences, and screened from these uses by a solid noise attenuation barrier where necessary to achieve City Municipal Code-required noise attenuation levels. • Solid noise attenuation barriers (temporary barriers or noise curtains) with a sound transmission coefficient (STC) of at least 20 shall be used along Project boundaries adjacent to sensitive receptors, where noise monitoring, performed by a qualified noise monitor, indicates exceedance of City Municipal Code noise levels for more than 15 minutes in any one hour period. • Construction activities that occur outside the allowable hours per City standards 6 PM to 7 AM) shall require approval of the City Building Official based on demonstration of unusual circumstances and avoidance of significant impacts to neighboring sensitive receptors. Construction noise exceeding City standards (i.e., interior noise in excess of 50 dBA or exterior noise in excess of 65 dBA) and statutory time limits is anticipated,	DPW,BO	C,F	A2,C2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
CE - City Engineer or designee	C - Throughout construction	C2 - Plan check
BO - Building Official or designee	D - On completion	D2 - Separate submittal (e.g., reports/studies/ plans)
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
shall require implementation of additional noise attenuation measures such as temporary noise "curtains" to reduce construction noise to meet City Standards, or offer the affected sensitive receptors the option of temporary relocation at the Developer's expense for the duration of the impact. • All stationary construction equipment (e.g., air compressor, generators, etc.) shall be operated as far away from the residential and institutional uses as practicable. If necessary to meet the City's noise standards, the equipment shall be shielded with temporary sound barriers, sound aprons, or sound skins to the satisfaction of the Building Official. • In areas subject to potentially significant construction noise impacts, the developer shall be required to monitor and document compliance with all applicable noise level limits. • Construction haul routes for large equipment and material import/export shall be specified to minimize the use of routes affecting sensitive receptors (e.g., residential, parks, hospitals, schools, convalescent homes, etc.). Construction phasing for individual subdivisions shall be designed to avoid the need for construction vehicles and related construction traffic to traverse occupied residential neighborhoods. In all cases, trucks shall utilize a route that is least disruptive to sensitive receptors. Construction trucks shall avoid weekday and Saturday AM and PM peak hours (7 AM to 9 AM and 4 PM to 6 PM).				
NOI-2: Prior to the issuance of each grading or building permit, the Applicant shall submit to the Building Official a proposed Construction Noise Monitoring Program to respond to and track complaints pertaining to construction noise, throughout demolition and/or grading. Throughout and/or grading, these measures shall include the following: • A procedure and phone numbers for notifying the City Building and Safety Department staff and Banning Police Department (during regular construction hours and off-hours); • A sign prominently posted on-site containing the permitted construction days and hours and complaint procedures and the name and phone number of the person(s) to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours	DPW,BO	B,C,F	A2,C2,D2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
and off-hours); • The designation of an on-site construction complaint and enforcement manager for the Project. The manager shall act as a liaison between the Project and its neighbors. The manager's responsibilities and authority shall include the following: o An active role in monitoring project compliance with respect to noise; o Ability to reschedule noisy construction activities to reduce effects on surrounding sensitive receivers; o Site supervision of all potential sources of noise (e.g., material delivery, construction staging areas, construction workers, debris box pick-up and delivery) for all trades; o Intervening or discussing mitigation options with contractors; and o Conducting a preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed.				
NOI-3: The Applicant shall, through contract specifications, prohibit the use of any on-site construction equipment generating greater than 0.049 RMS (greater than 79 VpD) within 25 feet of any sensitive use or limit the use of equipment exceeding this standard to less than 30 events per day.	DPW,BO	C,F	A2,C2	
NOI-4: Prior to the issuance of grading permits or encroachment permits for the improvement of Highland Home Road (aka Meridian Street) between future "D Street" and Wilson Street, an acoustical study shall be completed by the Applicant (using construction-level improvement plans and/or more detailed grading plans) and submitted to the City for review and approval. The acoustical study will specify additional specific noise attenuation measures necessary, if any, to ensure that the City of Banning's exterior and interior noise standards are met at adjacent residential properties. Appropriate attenuation measures could include a solid wall in the landscaped parkway between future Highland Home Road and the existing frontage street.	DPW,BO	C,F	A2,C2,D2	
NOI-5: Prior to the issuance of building permits for non-residential uses (such as commercial areas, wastewater treatment plant, and the golf course clubhouse), the Applicant shall prepare a site-specific construction level noise analysis, analyzing potential on and off site noise impacts, based upon detailed grading plans, improvement plans and site plans. The grading,	DPW,BO	C,F	A2,C2,D2	

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CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
CP - City Planner or designee	B - Prior to construction	B2 - Other agency permit/ approval
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
site and/or improvement plans for these uses shall include the location of stationary noise sources, such as loading docks, air conditioning units, trash hauling and trash compactors (noise from trash pickup and compacting results from the use of hydraulic equipment to raise and lower the metal trash bins and to compact their contents), and drive-thru lanes. The noise analysis shall evaluate the potential noise impacts to the existing and proposed noise sensitive homes near the commercial areas of the project. In the event the analysis shows that noise levels for any adjacent sensitive receptor(s) would exceed applicable standards, measures shall be required to reduce noise to levels to within applicable standards, including providing enclosures for stationary sources (such as pump stations and air conditioners), and providing walls or siting to attenuate mobile or stationary sources from receptors (such as loading bays). The analysis shall be subject to review and approval by the City Building Official and shall ensure compliance with applicable exterior and interior noise standards.				
Public Services and Utilities				
PSU-1: Applicant shall communicate and work with the Fire Chief throughout Project development to determine the appropriate timing for a potential addition of a fire response unit (medic squad, fire engine), or the need for a fire station that is conceptually located in PA 60 but could be located in any Planning Area as described within the Specific Plan. When the fire station or a response unit is determined to be necessary, the Applicant shall fund and/or construct the fire response unit and/or fire station and would subsequently be credited the cost of the fire response unit or fire station towards the dedication of fire fees.	FC	C	B2	
PSU-2: The Project shall incorporate the principles of defensible space as defined by the U.S. Department of Housing and Urban Development Office of Policy Development and Research in the design of cluster housing and/or multifamily housing within the proposed Project to reduce the impact of such development on police services. These principles shall be incorporated through inclusion of the following design solutions: • Orienting the front doors and living area windows to the public street without providing "protection" of walls and fencing while providing back doors in these same units that allow access to more secure play areas and open space. • Clustering parking in close proximity to units or the must provide enclosed garages or semi-subterranean parking garages that can be secured. • Providing motion-activated security lighting.	DPW,BO	A,G	C2	

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CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
• Clustering multifamily units around shared courtyard spaces with appropriate amenities that draw residents into the common area and encourage the development of relationships between neighbors through interaction in the public domain (See Oscar Newman, *Creating Defensible Space*, 1996, Institute for Community Design Analysis, US Department of Housing and Urban Development, Office of Policy Development and Research for applicable guidelines and design criteria.)				
PSU-3: The Project shall include potential school sites within the development by designating and setting aside two 11+ acre Planning Areas (i.e., PA 68 for Banning Unified School District and PA 20 for Beaumont Unified School District) to increase available school facilities. (The intent of Mitigation Measure PSU-3 is to initially designate and set aside each of the two 11+ acre Planning Areas, then offer these sites to the School Districts for sale or fee credit. In the event that one or both of the Districts choose to not accept the site, the Applicant may opt to implement the residential overlay on the corresponding school site, which would permit medium-density residential development at 10 du/ac).	CDD	C	B2[4]	
PSU-4: Offsite infrastructure improvements (identified in Section 3.6.3) shall comply with all of the same mitigation measures for onsite facilities, as applicable. Off-site above-ground facilities shall provide for a general biological assessment by a qualified biologist. If sensitive resources are determined to be present, those resources shall be assessed and/or delineated, mitigation measures shall be developed and imposed.	DPW,BO (fair market compensation), CDD (biological assessment)	B,F	C2,D2	
PSU-5: Prior to the issuance of building permits for an onsite satellite WWTP, the City must prepare a site-specific construction-level noise analysis analyzing potential on- and off-site noise impacts. In addition, the analysis shall evaluate the potential noise impacts to existing and proposed sensitive receptors. Construction and implementation of the wastewater treatment plant would require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting. Compliance with the existing regulations (specified under Impact 4.8-1) and on-going monitoring of the plant's operations would reduce potential impacts associated with the routine use, handling, transport, and storage of hazardous materials.	CDD	G	D2	
PSU-6: The operator of the Butterfield Specific Plan Golf Course shall prepare and implement a Operational Waste Management Plan that incorporates the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of	DPW,BO	E,G	A2,D2	

Responsible Person	Monitoring Frequency	Method of Verification
CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City and the SCAQMD so as to reduce the facility's impact on landfill capacity.				
Traffic and Transportation				
TRF-1: If not constructed by the City or others, the Applicant shall construct road improvements identified in Table 4.13-9, Summary of Future Improvements ("Existing plus Project" improvements in the City of Banning only). These improvements include portions on Highland Springs Avenue in the City of Beaumont, between I-10 and Brookfield, but exclude locations that are deemed by the affected jurisdiction(s) to be infeasible due to impacts of ROW acquisition. If constructed by the Applicant, the cost of these improvements shall be credited against applicable City fees, and/or shall be eligible for reimbursement agreements with the City and/or third parties. The Improvements listed in Table 4.13-9 shall be consistent with the General Plan Circulation Element.	DPW,CE	A,D	C2	
TRF–2: As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a TIA Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR. The TVR shall identify which of the Existing Plus Project improvements identified in Table 4.13-9, are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. "Existing plus Project" improvements in the City of Banning identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits. The ongoing traffic impact assessment program will be based on the p.m. peak-hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in Table 4.13-7, Project Trip Generation. If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold.	DPW,CE	A,F	C2,D2	

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CDD – Community Development Director or designee	A - With each new development	A2 - Onsite inspection
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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify , as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the Project TIA.				
TRF-3: Improvement plans shall be prepared for each Project-related offsite traffic improvement and approved by the City Engineer. Improvement plans shall incorporate the following considerations, as applicable: a) Obtain encroachment permit(s) from the applicable jurisdiction(s) for offsite improvements; b) Through creative design techniques, where determined appropriate and consistent with City policy, modify roadway geometry to reduce potential impacts to existing developed areas (such as reduced lane widths, reduced or eliminated medians, reduced turn lane transition zones, and/or shifting intersection approaches to widen intersection quadrants where associated impacts would be reduced); c) Maintain access for existing residences and businesses at all times; d) Replace landscaped areas within the affected parcel and along the parcel frontage wherever practical; e) Assist the affected property owner in re-striping affected parking areas and/or reconfiguring affected driveways to avoid or offset improvement-related impacts; f) Follow applicable Project EIR mitigation measures related to biological resources (i.e., BIO-1 through BIO-5), with respect to minimizing loss of native vegetation, replacement or relocation of mature trees, use of native and/or drought tolerant vegetation in new landscaped areas, and ensuring consistency with applicable MSHCP and regulatory agency permitting provisions; and g) Compensate the affected property owner based on fair market valuation of the acquired ROW in accordance with applicable local, State and federal regulations.	CE	A,G	A2,C2	
TRF-4: The applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16.	DPW,BO	A,D	C2	
Water Supply				

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Mitigation Measure No./ Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/ Initials
WS-1: With respect to the City's Banning, Banning Bench, Banning Canyon, and Cabazon groundwater supplies, the City will: 1) Periodically, conduct a groundwater audit that evaluates groundwater level trends, production rates, groundwater quality or other aquifer/well/pump considerations from the previous year (through use of a on-going groundwater monitoring and data collection system). 2) Develop a groundwater model to allow accurate simulation of groundwater flow and groundwater quality (including potential impacts by recharge of recycled water) in the City of Banning groundwater resource area. Additionally, to avoid injury to other legal users of the Cabazon Basin, the City will: 3) Site any new well so as to not result in material interference to existing wells.	DPW	E	D2	
WS-2: Additionally, to guard against the potential adverse effects of climate change on the City's water supplies, the City will: 1) Continue to manage its imported and surface water supplies conjunctively with its groundwater supplies to maximize opportunities for groundwater storage. 2) Continue to monitor expert technical analyses of the impacts of climate change on surface and groundwater supplies and incorporate any recommendations into the City's water supply planning efforts. 3) Continue to practice and promote integrated flood management. The City will incorporate climate change findings into infrastructure design and continue to integrate water and land use practices, such as encouraging new developments to capture and treat stormwater onsite. New water infrastructure will be designed to operate under a wide range of conditions and will consider climate change impacts. 4) Continue to diversify its portfolio through increased water use efficiency and aggressive demand reductions achieved by existing and new conservation programs. The development and use of a new recycled water supply will further diversity the City's portfolio and reduce potable water demands. 5) Continue to further develop regional alliances with cities, water districts and water agencies to integrate, improve and develop regional water management.	DPW	E	D2	

Responsible Person	Monitoring Frequency	Method of Verification
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Butterfield Specific Plan Project

Addendum Modifications to the Mitigation Monitoring and Reporting Program

Project File No.: _____ **Applicant:** _____

EIR Prepared by: _____ **Date:** _____

Mitigation Measures No./Implementation Action	Responsible for Monitoring	Timing of Verification	Method of Verification	Verified Date/Initials
Mitigation Measure AQ-7: The following measures shall be implemented during construction to substantially reduce nitrogen oxides (NOx)-related emissions. They shall be included in the Grading Plan, Building Plans, and specifications. • Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than 5 minutes, and shall ensure that all off-road equipment is compliant with the California Air Resources Board (ARB) in-use off-road diesel vehicle regulations and SCAQMD Rule 2449. • The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-certified Tier III emissions standards, or higher according to the following: ~~January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with best available control technology (BACT) devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control~~				

~~strategy for a similarly sized engine as defined by ARB regulations.~~ ~~Post-January 1, 2015:~~ All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by ARB regulations." • A copy of each unit's certified tier specification, BACT documentation, and ARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. • Construction contractors are encouraged to apply for AQMD "SOON" funds. Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm ." • The contractor and the Applicant, if the Applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions, as required by SCAQMD Rules 431.1 and 431.2. • Existing power sources (i.e., power poles) shall be used when available. This measure would minimize the use of higher polluting gas or diesel generators. • Construction parking shall be located on the site where possible and shall be configured to minimize traffic interference.				

• Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones, and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum. • A traffic plan shall be developed to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities would occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices, and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program that would inform area residents, employers, and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, or internet website, etc.) to disseminate information such as: o Overview of project information o Weekly updates on location of construction zones; o Identification of street(s) affected by construction; o Times when construction activities would occur and when traffic delays, and blockage of intersection turning movements can be expected; and o Identification of alternate routes that could be used to avoid construction delays.				
Mitigation Measure BIO-3: The Applicant shall provide compensatory mitigation for the temporary disturbance to CDFW jurisdictional waters, which includes approximately				

0.41 acre of vegetated riparian habitat, and the temporary disturbance to RWQCB and USACE jurisdiction, none of which consists of jurisdictional wetlands. The mitigation requirements will be determined through applicable regulatory permitting programs of the CDFW, the RWQCB, and the USACE, and shall consist of minimum 1:1 mitigation primarily through onsite restoration within the Smith Creek drainage and other on-site areas, which will be performed concurrently with development of ~~the golf course (Planning Areas [PAs] 35 and 39) or~~ alternative uses within these Planning Areas 35 and 39 (~~the golf course~~/open space ~~PAs~~ uses, including various combinations of parks, trails, native habitat, drainage facilities, water quality improvements, groundwater recharge areas, and wetland mitigation areas).				
Mitigation Measure GHG-2: The Butterfield Specific Plan shall ~~be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans~~), to further promote renewable energy resources, including: • Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions; allowing electric vehicle charging stations at all commercial, park, golf course, multifamily residential, and school areas, subject to a Conditional Use Permit; and allowing hydrogen vehicle fueling stations				
~~**Mitigation Measure PSU-6:** The operator of the Butterfield Specific Plan Golf Course shall prepare and implement an Operational Waste Management Plan that incorporates to the extent feasible the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City~~				

~~and the SCAQMD so as to reduce the facility's impact on landfill capacity.~~				
Mitigation Measure TRF–2: As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a Traffic Impact Analysis Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR, unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR. The TVR shall identify which of the Existing plus Project improvements identified in Table 4.13-9 are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. Improvements identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits. The ongoing traffic impact assessment program will be based on the p.m. peak hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in ~~Table 4.13-7, *Project Trip Generation*~~, Table 3.I, *Project Trip Generation Comparison.* If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold. Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify , as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the project Traffic Impact Analysis.				

Mitigation Measure TRF-4: The Applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources, or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16 of the Specific Plan EIR, with the exception of the intersections included in the Project study area for the 2016 Traffic Impact Analysis, as outlined in Table 4.13- 16A.				

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Nate Smith, Development Services Director**
Art Vela, Director of Public Works

MEETING DATE: **October 13, 2026**

SUBJECT: **Consideration of Resolution 2026-140, Approving Final Tract Map 39262-1 and Release the Map for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreement and Final Tract Map; Accept Faithful Performance and Labor Bonds for Public Improvements**

STAFF RECOMMENDATION:

Adopt Resolution 2026-140

BACKGROUND:

Tentative Tract Map (TTM) No. 39262-1 was approved by City Council on January 13, 2026 as Resolution 2026-04. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan.

The applicant has processed the Final Tract Map for portions of the approved Tentative Tract Map, as permitted by the Subdivision Map Act. Final Tract Map 39262-1 subdivides the 68.74-acre property with 2 large lots for future residential subdivision and 25 street and open space lots. This map creates lots for backbone infrastructure and does not authorize the creation of any single residential lot or for any residential construction without future mapping activities. The map is consistent with the approved Tentative Tract Map and Conditions of Approval.

JUSTIFICATION:

Final Tract Map 39262-1 was checked by the City's consulting surveyor and were found to be technically correct and conform to the requirements of the Subdivision Map Act. All Conditions of Approval required to be met prior to the recording have been met. The City Engineer has verified that the final maps are in substantial conformance with the approved TTM 39262.

FISCAL IMPACT:

There is no direct fiscal impact based on the approval of final maps. However, the recordation of the maps allows for the development of the project which will increase the assessed value of the properties resulting in an increase in property tax revenue. Additionally, the project will generate development impact fee revenues. The City's cost for processing the project will be offset by processing fees.

ATTACHMENTS:

1. Reso_2026-140.docx
2. Reso 2026-140 Exhibit A 39262-1 Final Map.pdf

3. Reso 2026-140 Exhibit B SIA.pdf
4. TM 39262-1 Bonds.pdf
5. Resolution 2026-04.pdf

RESOLUTION 2026-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 39262-1; AUTHORIZING STAFF TO SIGN THE FINAL TRACT MAP AND SUBDIVISION IMPROVEMENT AGREEMENT; RELEASING THE FINAL MAP FOR RECORDATION; AND ACCEPTING THE PERFORMANCE AND LABOR AND MATERIAL BONDS FOR PUBLIC IMPROVMENTS

WHEREAS, Tentative Tract Map (TTM) No. 39292 was approved by City Council on January 13, 2026. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan; and

WHEREAS, Final Tract Map (FM) No. 39262-1 will subdivide approximately 68.74 acres of vacant land into 2 numbered lots and 25 lettered lots for streets, utilities, and open space; and

WHEREAS, the property owner has signed a Subdivision Improvement Agreement and has submitted bonds to assure that the required improvements including street, sewer, water, and storm drain improvements are constructed; and

WHEREAS, the Final Tract Map (FM) No. 39292-1 have been deemed technically correct and that they conform to the requirements of the Subdivision Map Act and the City Engineer has verified that Final Map is in substantial conformance with the approved TTM 39262.

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

SECTION 1. The City Council approves FM 39262-1, copies of which is hereby attached as Exhibit "A" and made part of this Resolution.

SECTION 2. The City Council approves the execution of the Subdivision Improvement Agreement to be signed by the Mayor which is hereby attached as Exhibit "B" and made part of this resolution.

SECTION 3. The City Council accepts the performance and labor and material bonds and authorize staff to sign the final maps

SECTION 4. The City Council directs the Deputy City Clerk to transmit FM 39262-1 to the County Recorder of the County of Riverside for recordation.

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 13th day of October 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

By: Attorney's Name, Esq.
Slovak, Baron, Empey, Murphy & Pinkney

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-140, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Final Tract Map 39262-1

EXHIBIT B

Subdivision Improvement Agreement for Final Tract Map 39262-1

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 7 SHEETS

TRACT NO. 39262-1

BEING A SUBDIVISION OF LOTS 20, 24, 47 AND LETTERED LOTS T AND U, ALONG WITH PORTIONS OF LOTS 19, 23, 25 AND PORTIONS OF LETTERED LOTS D AND R, ALL OF TRACT NO. 35967, AS PER MAP FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING MAY, 2026

THIS SUBDIVISION CONTAINS

NUMBERED LOTS: 2
LETTERED LOTS: 25
GROSS AREA: 68.74 ACRES

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____ , 20__
AT_____ M. IN BOOK _____ OF MAPS,
AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE CITY OF BANNING

NO. _____

FEE _____

PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE IN FEE TO THE CITY OF BANNING LOT "S" AND LOT "X", FOR PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. WE HEREBY DEDICATE TO THE CITY OF BANNING LOTS "A" AND "B", FOR STREET AND PUBLIC UTILITY PURPOSES.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3.0 FOOT WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS "A" AND "B", AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "C", "F", "K", "L", "T" AND "U" FOR PUBLIC UTILITY PURPOSES.
4. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "K" AND "T" THROUGH "W", INCLUSIVE, FOR PUBLIC STORM DRAIN PURPOSES, AS SHOWN HEREON.
5. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT "Y" FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES, AS SHOWN HEREON.

WE ALSO HEREBY RESERVE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP:

1. LOTS "C" THROUGH "O", INCLUSIVE, LOTS "T" THROUGH "W", INCLUSIVE, AND LOT "Y" FOR OPEN SPACE, LANDSCAPING AND MAINTENANCE PURPOSES.
2. LOTS "P" AND "Q" FOR MAINTENANCE ACCESS PURPOSES.
3. LOT "N" FOR PRIVATE TRAIL PURPOSES, AS SHOWN HEREON.
4. LOT "R" FOR FLOOD CONTROL PURPOSES, AS SHOWN HEREON.

TRI POINTE HOMES IE-SD, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS PARDEE HOMES, A CALIFORNIA CORPORATION

_____

NAME: MICHAEL C. TAYLOR
TITLE: DIVISION PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON_____ 20__, BEFORE ME,_____ , A NOTARY PUBLIC,

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

_____
SIGNATURE

_____
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ _____ .

DATED: _____ , 20____ .
MATTHEW JENNINGS, TREASURER-TAX COLLECTOR
RIVERSIDE COUNTY, STATE OF CALIFORNIA

BY: _____ , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ , 20__ .

CASH OR SURETY TAX BOND
MATTHEW JENNINGS, TREASURER-TAX COLLECTOR
COUNTY TAX COLLECTOR
RIVERSIDE COUNTY, STATE OF CALIFORNIA

BY: _____ , DEPUTY

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 4

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES IN JULY, 2025. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: _____ , 20__ .

_____
DARYL J. CHRISTIAN L.S. 8554

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 39262 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON JANUARY 13, 2026, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ , 20___ .

_____
NATHAN C. SMITH, RCE 74754
CITY ENGINEER, CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER
NATHAN C. SMITH
No. 74754
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____ , 20___ .

_____
BY: ROBERT C. OLLERTON, PLS 7731
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA

PROFESSIONAL LAND SURVEYOR
ROBERT C. OLLERTON
7731
STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT STATEMENT

THE TENTATIVE MAP OF TRACT NO. 39262 WAS APPROVED BY THE CITY COUNCIL ON JANUARY 13, 2026.

DATED: _____

_____
MARK STAPLES
PALNNING MANAGER
CITY OF BANNING, CA

CITY ACCEPTANCE CERTIFICATE

I, VICKIE SELLERS, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ , 20 ____ , DULY APPROVED THE WITHIN SUBDIVISION, AND ACCEPTED IN FEE, ON BEHALF OF THE PUBLIC LOTS "S" AND "X", FOR PUBLIC UTILITY PURPOSES, AND ACCEPTED ON BEHALF OF THE PUBLIC AS OFFERED FOR DEDICATION:

1. LOTS "A" AND "B", FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT.
2. THE 3.0 FOOT WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS "A" AND "B", AS SHOWN HEREON, FOR PUBLIC UTILITY PURPOSES.
3. THE NON-EXCLUSIVE USE EASEMENTS LYING OVER LOTS "C", "F", "K", "L", "T" AND "U", AS SHOWN HEREON, FOR PUBLIC UTILITY PURPOSES.
4. THE NON-EXCLUSIVE USE EASEMENTS LYING OVER LOT "K" AND LOTS "T" THROUGH "W", INCLUSIVE, AS SHOWN HEREON, FOR PUBLIC STORM DRAIN PURPOSES.
5. THE NON-EXCLUSIVE USE EASEMENTS LYING OVER LOT "Y", AS SHOWN HEREON, FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.

DATED: _____

BY: _____
VICKIE SELLERS, CITY CLERK
CITY OF BANNING, CA

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE FOLLOWING:

AN EASEMENT FOR STORMWATER-FLOOD CONTROL FACILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 3, 2007 AS INSTRUMENT NO. 2007-0723899, OF OFFICIAL RECORDS, NOT SHOWN ON THIS MAP.

AN EASEMENT FOR WATER UTILITY AND INCIDENTAL PURPOSES, RECORDED JUNE 29, 2022 AS INSTRUMENT NO. 2022-0291500, OF OFFICIAL RECORDS, NOT SHOWN ON THIS MAP.

AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS, LYING WITHIN THE TRACT BOUNDARY AND NOT SHOWN ON THIS MAP.

AN EASEMENT FOR PUBLIC WATER UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 5, 2023 AS INSTRUMENT NO. 2023-0003708, OF OFFICIAL RECORDS, NOT SHOWN ON THIS MAP.

ALL EASEMENTS RIGHTS FOR ACCESS AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE CREATED BY THE RECORDATION OF TRACT NO. 35967, FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

I:\89418\MAPPING\TR 39262-1 8-03-2026

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 39262-1

BEING A SUBDIVISION OF LOTS 20, 24, 47 AND LETTERED LOTS T AND U, ALONG WITH PORTIONS OF LOTS 19, 23, 25 AND PORTIONS OF LETTERED LOTS D AND R, ALL OF TRACT NO. 35967, AS PER MAP FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING MAY, 2026

EASEMENT NOTES:

A EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

B RIGHT OF WAY FOR DITCHES AND CANALS IN FAVOR THE UNITED STATES OF AMERICA, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

(C) EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 9, 1946 IN BOOK 754, PAGE 84, OF OFFICIAL RECORDS.

(D) EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433, OF OFFICIAL RECORDS.

(E) EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF BANNING, RECORDED OCTOBER 6, 2022 AS INSTRUMENT NO. 2022-0420336, OF OFFICIAL RECORDS.

(F) EASEMENT FOR PUBLIC STREET AND UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF BANNING, RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0508418, OF OFFICIAL RECORDS.

(G) EASEMENT FOR OPERATION, MAINTENANCE AND INCIDENTAL PURPOSES INCLUDING INGRESS AND EGRESS, IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED MAY 1, 2023 AS INSTRUMENT NO. 2023-0123377, OF OFFICIAL RECORDS.

(H) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125032 OF OFFICIAL RECORDS.

(I) EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125037 OF OFFICIAL RECORDS.

(J) EASEMENT FOR OPERATION, MAINTENANCE AND INCIDENTAL PURPOSES INCLUDING INGRESS AND EGRESS, IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125049, OF OFFICIAL RECORDS.

(K) EASEMENT FOR OPERATION, MAINTENANCE AND INCIDENTAL PURPOSES INCLUDING INGRESS AND EGRESS, IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED MAY 3, 2023 AS INSTRUMENT NO. 2023-0126324, OF OFFICIAL RECORDS.

[1] INDICATES VARIABLE WIDTH NON-EXCLUSIVE EASEMENT OVER LOTS "A" AND "B", FOR STREET AND PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF BANNING, AS SHOWN HEREON.

[2] INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO LOTS "A" AND "B", FOR PUBLIC UTILITY PURPOSES AS SHOWN HEREON.

[3] INDICATES A NON-EXCLUSIVE USE EASEMENT OVER LOTS "C", "F", "K", "L", "T" AND "U", FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[4] INDICATES A NON-EXCLUSIVE USE EASEMENT OVER LOTS "K" AND "T" THROUGH "W", INCLUSIVE, FOR PUBLIC STORM DRAIN PURPOSES, AS SHOWN HEREON.

[5] INDICATES A NON-EXCLUSIVE USE EASEMENT OVER LOT "Y" FOR STORM DRAIN, DRAINAGE AND MAINTENACE PURPOSES, AS SHOWN HEREON.

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-18, DATED JUNE 23, 2025, IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 9, 1946 IN BOOK 754, PAGE 84 OF OFFICIAL RECORDS.

CALIFORNIA ELECTRIC POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR STORMWATER-FLOOD CONTROL PURPOSES, RECORDED DECEMBER 3, 2007 AS INSTRUMENT NO. 2007-0723899, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR WATER UTILITY AND INCIDENTAL PURPOSES, RECORDED JUNE 29, 2022 AS INSTRUMENT NO. 2022-0291500, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 6, 2022 AS INSTRUMENT NO. 2022-0420336, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0508418, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC WATER UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 5, 2023 AS INSTRUMENT NO. 2023-0003708, OF OFFICIAL RECORDS.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF AN EASEMENT FOR OPERATION, MAINTENANCE AND INCIDENTAL PURPOSES, INCLUDING INGRESS AND EGRESS, RECORDED MAY 1, 2023 AS INSTRUMENT NO. 2023-0123377, OF OFFICIAL RECORDS.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF AN EASEMENT INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125032, OF OFFICIAL RECORDS.

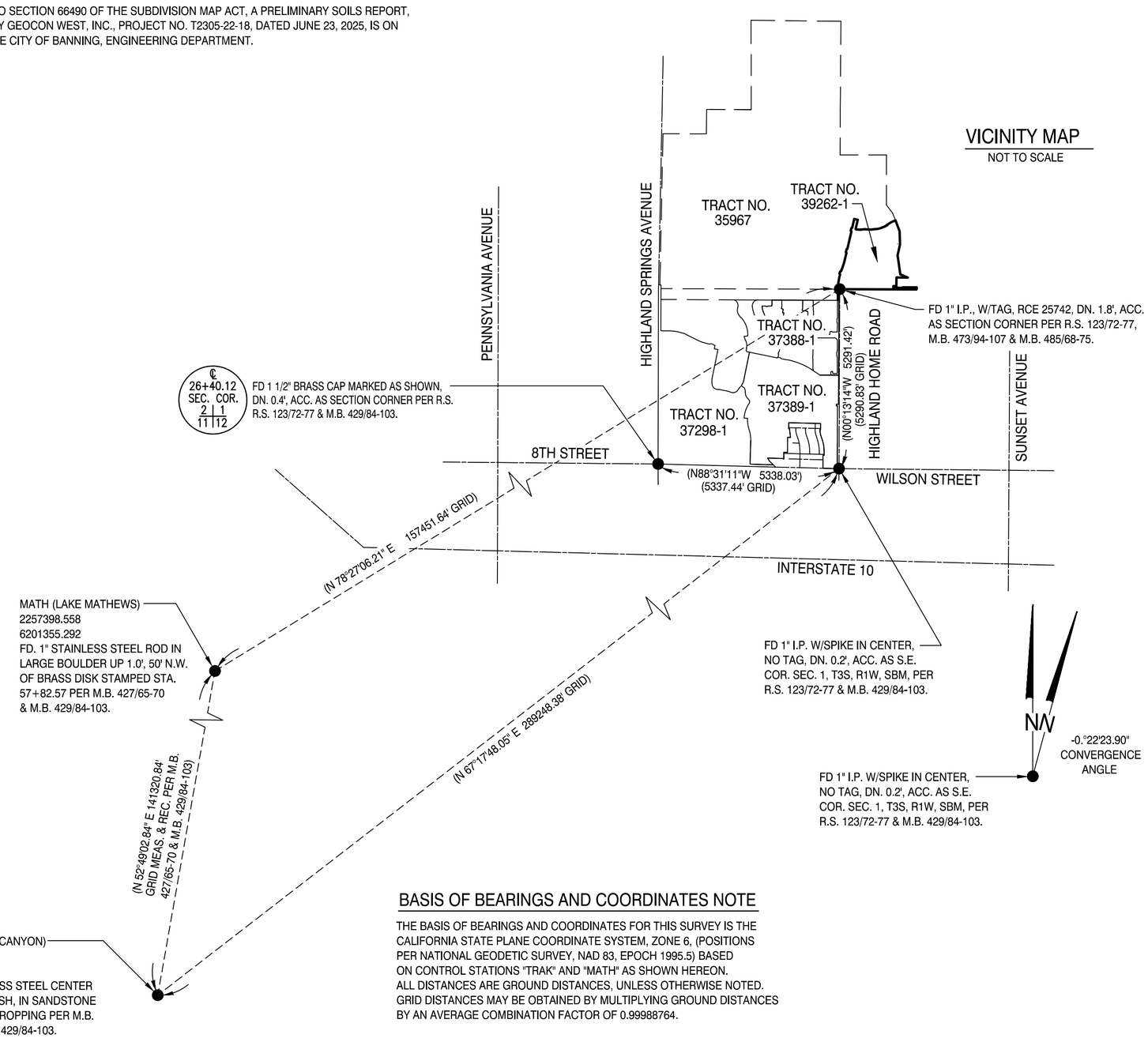
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF AN EASEMENT INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125037, OF OFFICIAL RECORDS.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF AN EASEMENT FOR OPERATION, MAINTENANCE AND INCIDENTAL PURPOSES, INCLUDING INGRESS AND EGRESS, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125049, OF OFFICIAL RECORDS.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF AN EASEMENT FOR OPERATION, MAINTENANCE AND INCIDENTAL PURPOSES, INCLUDING INGRESS AND EGRESS, RECORDED MAY 3, 2023 AS INSTRUMENT NO. 2023-0126324, OF OFFICIAL RECORDS.

VICINITY MAP

NOT TO SCALE



BASIS OF BEARINGS AND COORDINATES NOTE

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5) BASED ON CONTROL STATIONS "TRAK" AND "MATH" AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99988764.

I:\89418\MAPPING\TR 39262-1 8-03-2026

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 7 SHEETS

TRACT NO. 39262-1

BEING A SUBDIVISION OF LOTS 20, 24, 47 AND LETTERED LOTS T AND U, ALONG WITH PORTIONS OF LOTS 19, 23, 25 AND PORTIONS OF LETTERED LOTS D AND R, ALL OF TRACT NO. 35967, AS PER MAP FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING MAY, 2026

BOUNDARY SURVEY

SCALE: 1''=240'

0 240 480 720

GRAPHIC SCALE

SURVEYOR'S NOTES

● — INDICATES FOUND MONUMENT AS NOTED.

○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH; AT ALL TRACT CORNERS AND ANGLE POINTS IN TRACT BOUNDARY, UNLESS OTHERWISE NOTED.

1" IRON PIPE, TAGGED L.S. 8554 FLUSH IN DIRT OR SPIKE & WASHER, STAMPED L.S. 8554 FLUSH IN ASPHALT, OR LEAD, TACK AND TAG, L.S. 8554, FLUSH IN CONCRETE OR TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS, CENTERLINE INTERSECTIONS AND POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

(R1) — INDICATES REC. & MEAS. DATA PER TRACT NO. 35967, M.B. 474/1–14.
(R2) — INDICATES REC. & MEAS. DATA PER TRACT NO. 34330, M.B. 429/84–103.
(R3) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37388–1, M.B. 495/1–5

THIS TRACT MAP CONTAINS 2 LOTS.
THIS TRACT MAP CONTAINS 25 LETTERED LOTS.
THIS TRACT MAP CONTAINS 68.74 ACRES GROSS.

BASIS OF BEARINGS SEE SHEET 2

EASEMENT NOTES SEE SHEET 2

LINE AND CURVE TABLES SEE SHEET 7

MONUMENT NOTES

(1) — FOUND 1" I.P., L.S. 4547, FLUSH, AS AS TRACT CORNER PER (R1) AND (R2) AS LISTED AND SHOWN HEREON.

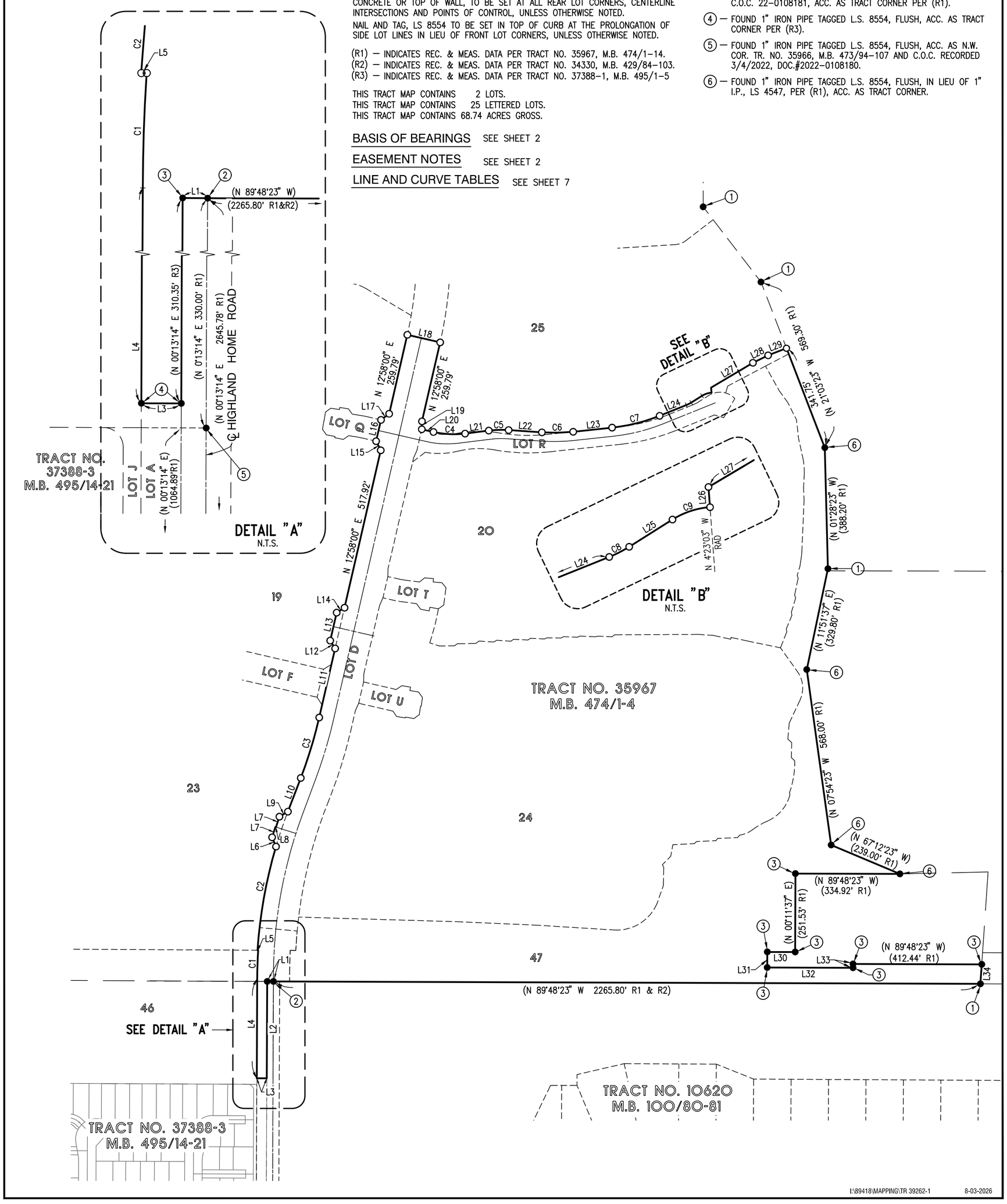
(2) — FOUND 1" I.P., W/TAG, RCE 25742, DN. 1.3', ACC. AS SW COR. SEC. 31, T.2S., R1E, PER (R1), (R2) AND CR200522.

(3) — FOUND 1" IRON PIPE TAGGED L.S. 8554, FLUSH, PER (R1) AND C.O.C. 22–0108181, ACC. AS TRACT CORNER PER (R1).

(4) — FOUND 1" IRON PIPE TAGGED L.S. 8554, FLUSH, ACC. AS TRACT CORNER PER (R3).

(5) — FOUND 1" IRON PIPE TAGGED L.S. 8554, FLUSH, ACC. AS N.W. COR. TR. NO. 35966, M.B. 473/94–107 AND C.O.C. RECORDED 3/4/2022, DOC.#2022–0108180.

(6) — FOUND 1" IRON PIPE TAGGED L.S. 8554, FLUSH, IN LIEU OF 1" I.P., LS 4547, PER (R1), ACC. AS TRACT CORNER.



I:\89418\MAPPING\TR 39262-1 8-03-2026

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 4 OF 7 SHEETS

TRACT NO. 39262-1

BEING A SUBDIVISION OF LOTS 20, 24, 47 AND LETTERED LOTS T AND U, ALONG WITH PORTIONS OF LOTS 19, 23, 25 AND PORTIONS OF LETTERED LOTS D AND R, ALL OF TRACT NO. 35967, AS PER MAP FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING MAY, 2026

SCALE: 1" = 500'

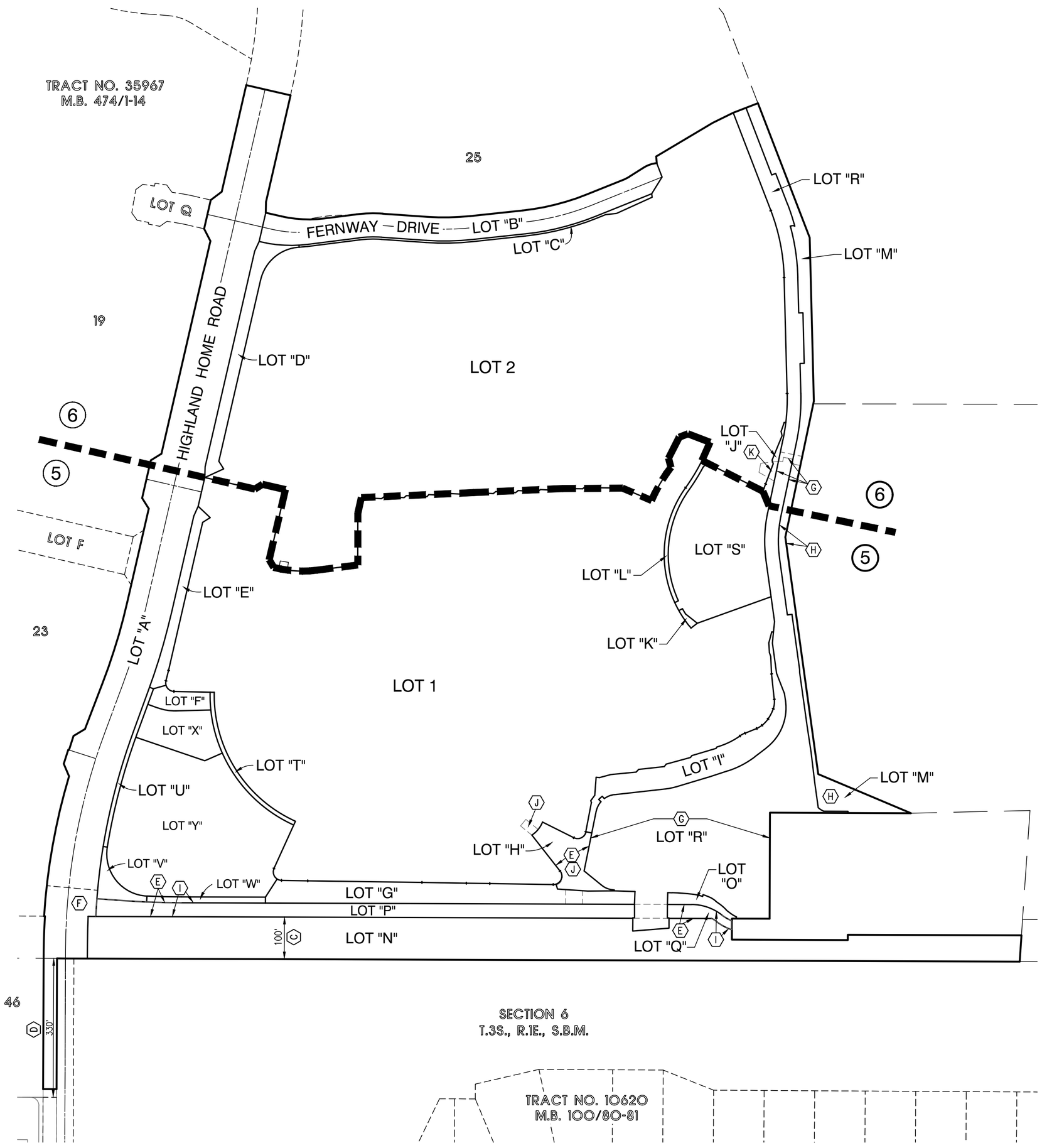
500 250 0 500 1000 1500

GRAPHIC SCALE

SHEET INDEX AND EASEMENT MAP

(X) INDICATES SHEET NUMBER

⟨X⟩ INDICATES EXISTING EASEMENTS PLOTTED HEREON (SEE SHEET 2 FOR EASEMENT LISTING)



SEE SHEET 2 FOR EASEMENT NOTES

I:\89418\MAPPING\TR 39262-1 8-03-2026

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 5 OF 7 SHEETS

TRACT NO. 39262-1

TRACT NO. 35967
M.B. 474/1-4

BEING A SUBDIVISION OF LOTS 20, 24, 47 AND LETTERED LOTS T AND U, ALONG WITH PORTIONS OF LOTS 19, 23, 25 AND PORTIONS OF LETTERED LOTS D AND R, ALL OF TRACT NO. 35967, AS PER MAP FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554

MDS CONSULTING

MAY, 2026

SEE SHEET 6

SEE SHEET 6

SCALE: 1" = 100'

GRAPHIC SCALE

LOT 1
22.61 AC.

LOT 2

LOT "A" 5.73 AC.

LOT "E" 0.26 AC.

LOT "F" 0.15 AC. SEE DETAIL

LOT "I" 0.70 AC.

LOT "J"

LOT "K" 0.01 AC. SEE DETAIL

LOT "L" 0.08 AC.

LOT "M" 1.03 AC.

LOT "N" (PRIVATE TRAIL) 4.35 AC.

LOT "O" 0.09 AC.

LOT "P" 0.98 AC.

LOT "Q" 0.10 AC.

LOT "R" 4.63 AC.

LOT "S" 1.59 AC.

LOT "T" 0.09 AC.

LOT "U" 0.09 AC.

LOT "V" 0.12 AC.

LOT "W" 0.09 AC.

LOT "X" 0.40 AC.

LOT "Y" 2.78 AC.

LOT "G" 0.92 AC.

LOT "H" 0.31 AC.

HIGHLAND HOME ROAD

LOT F

SEE DETAIL AT RIGHT HEREON

SEE DETAIL AT LEFT HEREON

SEE SHEET 3

SEE SHEET 7 FOR CURVE AND LINE DATA TABLES

I:\89418\MAPPING\TR 39262-1 8-03-2026

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 6 OF 7 SHEETS

TRACT NO. 39262-1

BEING A SUBDIVISION OF LOTS 20, 24, 47 AND LETTERED LOTS T AND U, ALONG WITH PORTIONS OF LOTS 19, 23, 25 AND PORTIONS OF LETTERED LOTS D AND R, ALL OF TRACT NO. 35967, AS PER MAP FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING MAY, 2026

SCALE: 1" = 100'

100 50 0 100 200 300

GRAPHIC SCALE

TRACT NO. 35967
M.B. 474/1-4
25

TRACT NO. 35967
M.B. 474/1-4
19

LOT Q

LOT F

HIGHLAND HOME ROAD

(REMAINDER PORTION)
LOT "R"

FERNWAY DRIVE
LOT "B"
1.27 AC.

LOT "A"
5.73 AC.

LOT "C"
0.11 AC.

LOT "D"
0.42 AC.

LOT "E"

LOT 2
19.76 AC.

LOT 1

LOT "R"
4.63 AC.

LOT "M"
1.03 AC.

LOT "J"
0.05 AC.

LOT "S"

SEE DETAIL

SEE SHEET 5

SEE SHEET 5

SEE SHEET 7 FOR CURVE AND LINE DATA TABLES

I:\89418\MAPPING\TR 39262-1 8-03-2026

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 39262-1

BEING A SUBDIVISION OF LOTS 20, 24, 47 AND LETTERED LOTS T AND U, ALONG WITH PORTIONS OF LOTS 19, 23, 25 AND PORTIONS OF LETTERED LOTS D AND R, ALL OF TRACT NO. 35967, AS PER MAP FILED IN BOOK 474, PAGES 1 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING MAY, 2026

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	03°29'22"	1512.00'	92.08'
C2	12°47'29"	1514.00'	338.00'
C3	07°59'26"	1454.00'	202.78'
C4	20°08'36"	290.00'	101.95'
C5	11°08'33"	328.00'	63.79'
C6	10°03'46"	572.00'	100.46'
C7	15°46'14"	572.00'	157.44'
C8	10°17'48"	100.00'	17.97'
C9	27°46'48"	66.00'	32.00'
C10	02°23'59"	600.00'	25.13'
C11	01°33'38"	528.00'	14.38'
C12	21°45'11"	272.00'	103.27'
C13	12°37'24"	328.00'	72.26'
C14	02°36'21"	422.00'	19.19'
C15	14°44'07"	478.00'	122.93'
C16	01°09'03"	328.00'	6.59'
C17	24°36'31"	53.00'	22.76'
C18	17°14'34"	90.00'	27.08'
C19	14°50'27"	80.00'	20.72'
C20	17°15'03"	50.00'	15.05'
C21	13°04'45"	60.00'	13.70'
C22	19°22'33"	180.12'	60.91'
C23	105°45'43"	20.00'	36.92'
C24	35°16'46"	66.00'	40.64'
C25	129°08'06"	20.00'	45.08'
C26	113°20'11"	20.00'	39.56'
C27	81°31'22"	20.00'	28.45'
C28	31°48'49"	20.00'	11.11'
C29	104°05'30"	20.00'	36.33'
C30	31°00'03"	20.00'	10.82'
C31	73°05'27"	20.00'	25.51'
C32	73°34'51"	100.00'	128.42'
C33	03°43'27"	315.00'	20.47'
C34	11°08'33"	267.00'	51.92'
C35	10°03'46"	633.00'	111.17'
C36	15°46'14"	633.00'	174.23'
C37	19°35'00"	476.75'	162.95'
C38	08°20'28"	476.75'	69.41'
C39	02°45'40"	460.84'	22.21'
C40	05°39'40"	478.00'	47.23'
C41	07°04'23"	1562.00'	192.83'
C42	02°31'05"	1488.00'	65.40'
C43	15°46'14"	628.00'	172.86'
C44	10°03'46"	628.00'	110.29'
C45	11°08'33"	272.00'	52.90'
C46	20°08'36"	310.00'	108.99'
C47	03°43'27"	310.00'	20.15'
C48	16°25'09"	310.00'	88.84'
C49	03°52'05"	1991.00'	134.41'
C50	01°28'32"	1991.00'	51.27'
C51	02°23'33"	1991.00'	83.14'
C52	02°23'33"	1977.00'	82.55'
C53	00°44'18"	161.25'	2.08'
C54	19°30'57"	20.00'	6.81'
C55	37°15'58"	50.00'	32.52'
C56	109°37'09"	20.00'	38.26'
C57	60°27'32"	119.64'	126.24'
C58	19°30'08"	211.82'	72.10'
C59	01°20'54"	101.83'	2.40'
C60	10°14'58"	143.67'	25.70'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C61	29°49'59"	50.00'	26.03'
C62	29°49'59"	50.00'	26.03'
C63	04°59'32"	476.75'	41.54'
C64	09°19'10"	272.00'	44.24'
C65	03°10'18"	262.50'	14.53'
C66	60°29'13"	272.00'	287.15'
C67	09°04'27"	478.00'	75.70'
C68	07°23'44"	487.50'	62.92'
C69	60°24'25"	262.50'	276.75'
C70	19°49'24"	44.46'	15.38'
C71	19°46'00"	290.75'	100.31'
C72	13°20'00"	509.25'	118.51'
C73	13°48'40"	509.25'	122.75'
C74	40°17'39"	11.50'	8.09'
C75	09°18'18"	96.00'	15.59'
C76	19°09'39"	120.00'	40.13'
C77	04°58'05"	570.43'	49.46'
C78	08°32'15"	120.00'	17.88'
C79	02°19'41"	136.89'	5.56'
C80	07°18'41"	141.06'	18.00'
C81	16°31'37"	53.17'	15.34'
C82	08°31'04"	48.16'	7.16'
C83	14°25'58"	103.84'	26.16'
C84	16°05'08"	83.17'	23.35'
C85	16°07'22"	100.00'	28.14'
C86	37°41'39"	118.00'	77.63'
C87	01°38'34"	1470.00'	42.15'
C88	19°46'00"	323.25'	111.52'
C89	13°20'00"	476.75'	110.94'
C90	04°25'29"	272.00'	21.01'
C91	02°40'29"	1500.00'	70.02'
C92	20°08'36"	300.00'	105.47'
C93	11°08'33"	300.00'	58.34'
C94	10°03'46"	600.00'	105.38'
C95	15°46'14"	600.00'	165.15'
C96	02°53'34"	1470.00'	74.22'
C97	26°16'23"	66.00'	30.26'
C98	01°19'21"	1470.00'	33.93'
C99	06°04'35"	519.25'	55.07'
C100	06°49'36"	1562.00'	186.11'
C101	00°14'47"	1572.00'	6.76'
C102	07°10'07"	338.00'	42.29'
C103	21°30'50"	117.00'	43.93'
C104	10°45'45"	1470.00'	276.13'
C105	00°14'47"	1562.00'	6.72'
C106	10°45'45"	1460.00'	274.25'
C107	04°51'53"	1470.00'	124.81'
C108	96°41'28"	100.00'	168.76'
C109	02°23'33"	1977.00'	82.95'
C110	00°10'31"	1460.00'	4.47'
C111	18°00'02"	338.00'	106.19'
C112	10°35'14"	1460.00'	269.78'
C113	41°44'21"	338.00'	246.23'

COURSE DATA		
#	BEARING	DISTANCE
L1	(N 89°41'50" W	20.00' R1)
L2	(N 00°13'14" E	310.35' R3)
L3	(N 89°46'46" W	32.00' R3)
L4	N 00°13'14" E	318.36'
L5	N 89°41'50" W	2.00'
L6	N 22°45'15" W	32.28'
L7	N 17°49'25" E	35.00'
L8	N 72°10'35" W	1.91'
L9	N 59°08'33" E	31.76'
L10	N 20°57'26" E	115.53'
L11	N 12°58'00" E	227.06'
L12	N 32°02'00" W	29.70'
L13	N 12°58'00" E	92.00'
L14	N 57°58'00" E	29.70'
L15	N 27°03'49" W	32.65'
L16	N 12°58'00" E	70.00'
L17	N 52°59'49" E	32.65'
L18	N 77°02'00" W	108.00'
L19	N 01°39'24" E	25.50'
L20	N 77°02'00" W	38.47'
L21	N 82°49'24" E	76.48'
L22	N 86°02'03" W	106.99'
L23	N 83°54'11" E	125.45'
L24	N 68°07'57" E	91.94'
L25	N 57°50'09" E	40.99'
L26	N 04°23'03" W	16.19'
L27	N 59°19'25" E	156.01'
L28	N 63°46'46" E	54.20'
L29	N 68°56'37" E	63.00'
L30	N 89°48'23" W	89.27'
L31	N 00°11'37" E	50.00'
L32	N 89°48'23" W	275.00'
L33	N 00°11'37" E	12.50'
L34	N 03°54'37" E	62.63'
L35	N 57°58'00" E	21.21'
L36	N 46°34'04" W	39.45'
L37	N 12°58'00" E	70.00'
L38	N 12°58'00" E	35.00'
L39	N 57°58'00" E	21.21'
L40	N 77°02'00" W	56.00'
L41	N 30°28'22" W	21.21'
L42	N 82°46'27" E	97.92'
L43	N 12°40'18" E	37.20'
L44	N 87°04'39" W	48.22'
L45	N 50°41'10" E	7.74'
L46	N 87°10'11" W	47.44'
L47	N 49°37'14" E	7.30'
L48	N 86°58'26" W	48.97'
L49	N 40°23'59" E	6.54'
L50	N 87°10'11" W	47.21'
L51	N 50°49'49" E	7.47'
L52	N 86°58'26" W	47.23'
L53	N 50°44'53" E	7.73'
L54	N 87°10'11" W	47.21'
L55	N 50°49'49" E	7.47'
L56	N 86°58'26" W	47.23'
L57	N 50°44'53" E	7.73'
L58	N 87°10'11" W	47.21'
L59	N 50°49'49" E	7.47'
L60	N 86°58'26" W	47.23'

COURSE DATA		
#	BEARING	DISTANCE
L61	N 50°44'53" E	7.73'
L62	N 89°12'39" W	47.08'
L63	N 52°43'09" E	4.87'
L64	N 89°12'39" W	90.68'
L65	N 66°59'58" W	75.08'
L66	N 15°00'51" W	22.31'
L67	N 26°57'12" E	56.00'
L68	N 68°55'16" E	22.31'
L69	N 69°06'41" W	56.00'
L70	N 52°32'37" E RAD	18.98'
L71	N 07°54'23" W	59.68'
L72	N 05°35'22" E	24.85'
L73	N 84°24'38" W	4.03'
L74	N 14°59'17" E	27.11'
L75	N 02°58'07" W	23.07'
L76	N 19°28'16" W	9.71'
L77	N 02°48'32" W	41.52'
L78	N 06°04'42" W	60.58'
L79	N 67°51'53" E	29.94'
L80	N 32°15'46" E	3.87'
L81	N 73°28'55" E	59.85'
L82	N 34°29'43" E	5.74'
L83	N 74°51'47" E	59.73'
L84	N 38°28'53" E	7.59'
L85	N 83°46'48" E	60.99'
L86	N 43°53'45" E	8.82'
L87	N 84°26'13" E	60.72'
L88	N 75°01'49" E	27.60'
L89	N 85°47'00" W	7.91'
L90	N 04°13'00" E	42.64'
L91	N 36°10'00" E	16.22'
L92	N 19°52'28" W	4.38'
L93	N 10°46'40" E	70.78'
L94	N 63°27'37" W RAD	83.02'
L95	N 38°10'51" W	107.97'
L96	N 89°16'00" W	55.65'
L97	N 89°00'55" W	105.34'
L98	N 88°58'12" W	62.26'
L99	N 24°21'59" E RAD	123.07'
L100	N 82°49'24" E	123.52'
L101	N 68°07'57" E	23.71'
L102	N 84°06'24" E	26.08'
L103	N 65°28'23" E	93.12'
L104	N 07°50'00" W	8.10'
L105	N 31°21'54" E	46.78'
L106	N 20°59'54" W	34.96'
L107	N 83°07'55" W	4.04'
L108	N 13°01'34" W	10.61'
L109	N 22°07'25" E	62.63'
L110	N 16°28'16" W	9.17'
L111	N 20°42'13" E	50.95'
L112	N 19°58'18" E	18.48'
L113	N 63°09'44" W	162.09'
L114	N 65°23'53" E	49.20'
L115	N 32°02'00" W	21.21'
L116	N 24°16'36" E	25.50'
L117	N 89°48'23" W	18.02'
L118	N 00°13'14" E	34.63'
L119	N 68°07'57" E	143.77'
L120	N 77°02'00" W	6.70'

COURSE DATA		
#	BEARING	DISTANCE
L121	N 03°27'09" W	5.00'
L122	N 86°05'47" W	48.53'
L123	N 00°11'37" E	14.00'
L124	N 32°50'37" E RAD	51.17'
L125	N 85°56'18" W	67.26'
L126	N 16°12'43" W	12.13'
L127	N 86°09'17" W	68.38'
L128	N 88°05'12" W	3.69'
L129	N 89°32'21" E	62.76'
L130	N 88°05'12" W	49.29'
L131	N 01°54'48" E	26.77'
L132	N 00°11'37" E	3.67'
L133	N 78°38'39" W	14.43'
L134	N 11°21'21" E	92.08'
L135	N 50°49'14" W	53.47'
L136	N 01°54'48" E	2.00'
L137	N 05°35'22" E	26.57'
L138	N 07°54'23" W	72.40'
L139	N 21°24'08" W	51.42'
L140	N 07°54'23" W	17.97'
L141	N 52°33'09" E	34.07'
L142	N 72°03'17" E	51.44'
L143	N 73°24'11" E	75.29'
L144	N 83°39'10" E	122.20'
L145	N 42°29'45" W	7.53'
L146	N 47°30'15" E	11.00'
L147	N 42°29'45" W	7.53'
L148	N 11°21'21" E	52.08'
L149	N 22°48'44" W	37.52'
L150	N 11°51'37" E	159.72'
L151	N 62°55'28" E	9.51'
L152	N 51°29'34" W	35.61'
L153	N 63°09'44" W	12.96'
L154	N 41°00'22" E	14.68'
L155	N 62°55'28" E	9.51'
L156	N 00°11'37" E	4.00'
L157	N 89°48'23" W	58.01'
L158	N 07°54'23" W	57.88'
L159	N 06°46'03" W	75.51'
L160	N 08°49'46" W	62.13'
L161	N 07°54'23" W	127.21'
L162	N 01°03'49" W	8.39'
L163	N 07°54'23" W	132.09'
L164	N 82°05'37" E	11.00'
L165	N 07°54'23" W	136.58'
L166	N 11°51'37" E	177.43'
L167	N 01°28'23" W	70.37'
L168	N 88°31'37" E	10.00'
L169	N 01°28'23" W	120.00'
L170	N 01°28'23" W	84.95'
L171	N 74°53'04" E	2.56'
L172	N 21°03'23" W	77.97'
L173	N 68°56'37" E	10.00'
L174	N 21°03'23" W	170.63'
L175	N 68°56'37" E	30.50'
L176	N 00°11'37" E	30.58'
L177	N 85°17'08" E	86.35'
L178	N 00°11'37" E	23.19'
L179	N 89°48'23" W	100.92'
L180	N 00°11'37" E	23.27'

COURSE DATA		
#	BEARING	DISTANCE
L181	N 89°48'23" W	57.00
L182	N 00°11'37" E	3.67'
L183	N 01°54'48" E	24.42'
L184	N 88°05'12" W	10.45'
L185	N 17°57'22" E RAD	4.17'
L186	N 48°55'33" W	5.94'
L187	N 25°19'59" E	4.04'
L188	N 89°48'23" W	8.66'
L189	N 00°11'37" E	5.50'
L190	N 00°11'37" E	32.00'
L191	N 89°48'23" W	4.00'
L192	N 00°11'37" E	1.00'
L193	N 00°11'37" E	32.00'
L194	N 00°11'37" E	21.23'
L195	N 00°11'37" E	1.00'
L196	N 89°48'23" W	4.00'
L197	N 00°11'37" E	35.67'
L198	N 00°11'37" E	24.19'
L199	N 00°11'37" E	31.58'
L200	N 00°11'37" E	35.67'
L201	N 05°35'22" E	51.42'
L202	N 07°54'23" W	148.00'
L203	N 68°56'37" E	32.50'
L204	N 22°48'44" W	37.52'
L205	N 11°51'37" E	17.71'
L206	N 07°54'23" W	88.32'
L207	N 00°13'14" E	21.01'
L208	N 20°29'54" E	113.82'
L209	N 77°02'00" W	156.58'
L210	N 77°02'00" W	22.58'
L211	N 82°49'24" E	100.00'
L212	N 68°07'57" E	181.24'
L213	N 72°21'59" E	195.93'
L214	N 72°21'59" E	211.77'
L215	N 74°21'56" E RAD	30.80'
L216	N 70°12'24" W	10.00'
L217	N 20°02'23" E	32.52'
L218	N 88°43'31" W	85.85'
L219	N 88°31'33" E	82.77'
L220	N 69°57'37" W	25.13'
L221	N 88°43'31" W RAD	10.00'
L222	N 24°21'59" E RAD	10.00'
L223	N 80°43'22" W RAD	10.00'
L224	N 02°35'10" E RAD	14.00'
L225	N 20°02'23" E	78.91'
L226	N 66°06'20" E	45.25'
L227	N 71°12'53" W	173.05'
L228	N 24°31'59" E	113.07'

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. 39262-1 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – TR 39262-1 Highland Home Road North
NAME AND ADDRESS OF SUBDIVIDER(S):	TRI POINTE HOMES, IE-SD 1250 CORONA POINTE CT, #600 CORONA, CA 92879
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:	Street Imp Plan – LD25-0016 Storm Drain Imp Plan – LD25-0016 Non Potable Water Imp Plan – LD25-0016 Potable Water Imp Plan – LD25-0016 Sewer Imp Plan – LD25-0016	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$ 4,090,500.00
	GRADING	$_____
	MONUMENTATION	$_____
	TOTAL:	$ 4,090,500.00

FORM OF IMPROVEMENT SECURITY: [X AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

Philadelphia Indemnity Insurance Company
(Name of Corporate Entity)

283 S. Lake Avenue, Suite 160
(Street Address)

Pasadena CA 91101
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

PB03010410998

P03010410999

P03010411000

P03010411001

PB03010411002

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract 39262-1 (~~including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street,~~ shall be completed within two years from the Effective Date of the Agreement. ~~_____ Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

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

Date: 4-17-26

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

BOND NO.: PB03010410999
PREMIUM: SEE PERFORMANCE BOND

CITY OF BANNING

PAYMENT BOND

Atwell TR 39262-1 Highland Home Road North Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39262-1 Highland Home Road North Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One million six hundred eleven thousand five hundred Dollars ($1,611,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 4-17-26

"SURETY"

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Type name of Surety)

283 S. LAKE AVENUE, SUITE 160

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

(Street Address)

PASADENA, CA 91101

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT

(Title of officer)

Date: APRIL 16, 2026

APPROVED:

_____

City Attorney

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of LOS ANGELES

On APR 16 2026 *Date* before me, ETHAN SPECTOR, NOTARY PUBLIC *Here Insert Name and Title of the Officer*

personally appeared SARAH CAMPBELL *Name(s) of Signer(s)*

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

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2466163
My Comm. Expires Oct 11, 2027

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2019 National Notary Association

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely, Chase Seyforth, Yesica Perez, Maegen I. Allhands, and D-Ann Kleidosty of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16TH day of APRIL, 2026

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

602

BOND NO.: PB03010411000
PREMIUM: SEE PERFORMANCE BOND

CITY OF BANNING

PAYMENT BOND

Atwell TR 39262-1 Highland Home Road North Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39262-1 Highland Home Road North Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One million sixteen thousand Dollars ($1,016,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 4·17·26

"SURETY"

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Type name of Surety)

283 S. LAKE AVENUE, SUITE 160

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

(Street Address)

PASADENA, CA 91101
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: APRIL 16, 2026

APPROVED:

_____
City Attorney

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of LOS ANGELES

On APR 16 2026 *Date* before me, ETHAN SPECTOR, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared SARAH CAMPBELL *Name(s) of Signer(s)*,

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

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2466163
My Comm. Expires Oct 11, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely, Chase Seyforth, Yesica Perez, Maegen I. Allbands, and D-Ann Kleidosty of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16TH day of APRIL, 2026.

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BOND NO.: PB03010411001
PREMIUM: SEE PERFORMANCE BOND

CITY OF BANNING

PAYMENT BOND

Atwell TR 39262-1 Highland Home Road North Non Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39262-1 Highland Home Road North Non Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of three hundred forty three thousand five hundred Dollars ($343,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 4·17·26

"SURETY"

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Type name of Surety)

283 S. LAKE AVENUE, SUITE 160

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

(Street Address)

PASADENA, CA 91101
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: APRIL 16, 2026

APPROVED:

_____
City Attorney

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California
County of LOS ANGELES

On APR 16 2026 *Date* before me, ETHAN SPECTOR, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared SARAH CAMPBELL *Name(s) of Signer(s)*

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

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2466163
My Comm. Expires Oct 11, 2027

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely, Chase Seyforth, Yesica Perez, Maegen I. Allhands, and D-Ann Kleidosty of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

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RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

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FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16TH day of APRIL, 2026.

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BOND NO.: PB03010411002
PREMIUM: SEE PERFORMANCE BOND

CITY OF BANNING

PAYMENT BOND

Atwell TR 39262-1 Highland Home Road North Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39262-1 Highland Home Road North Sewer Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of fifty eight thousand Dollars ($58,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 4·17·26

"SURETY"

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Type name of Surety)

283 S. LAKE AVENUE, SUITE 160

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

(Street Address)

PASADENA, CA 91101
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: APRIL 16, 2026

APPROVED:

_____
City Attorney

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of LOS ANGELES

On APR 16 2026 *Date* before me, ETHAN SPECTOR, NOTARY PUBLIC *Here Insert Name and Title of the Officer*

personally appeared SARAH CAMPBELL *Name(s) of Signer(s)*

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

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2466163
My Comm. Expires Oct 11, 2027

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely, Chase Seyforth, Yesica Perez, Maegen I. Allhands, and D-Ann Kleidosty of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16TH day of APRIL, 2026

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

620

BOND NO.: PB03010410999
PREMIUM: $6,043.00/PER ANNUM

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39262-1 Highland Home Road North Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39262-1 Highland Home Road North Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto the City in the penal sum of One million six hundred eleven thousand five hundred Dollars ($1,611,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 4.17.24

"SURETY"

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Type name of Surety)

283 S. LAKE AVENUE, SUITE 160
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

PASADENA, CA 91101
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: APRIL 16, 2026

APPROVED:

_____
City Attorney

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of LOS ANGELES

On APR 16 2026 *Date* before me, ETHAN SPECTOR, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared SARAH CAMPBELL *Name(s) of Signer(s)*,

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

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2466163
My Comm. Expires Oct 11, 2027

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely, Chase Seyforth, Yesica Perez, Maegen I. Allhands, and D-Ann Kleidosty of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16TH day of APRIL, 2026

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BOND NO.: PB03010411000
PREMIUM: $3,810.00/PER ANNUM

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39262-1 Highland Home Road North Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39262-1 Highland Home Road North Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto the City in the penal sum of One million sixteen thousand Dollars ($1,016,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 4.17.26

"SURETY"

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Type name of Surety)

283 S. LAKE AVENUE, SUITE 160
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

PASADENA, CA 91101
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: APRIL 16, 2026

APPROVED:

_____
City Attorney

11303-0014\2299407v5.doc

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of LOS ANGELES

On APR 16 2026 (*Date*) before me, ETHAN SPECTOR, NOTARY PUBLIC (*Here Insert Name and Title of the Officer*),

personally appeared SARAH CAMPBELL (*Name(s) of Signer(s)*),

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

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2466163
My Comm. Expires Oct 11, 2027

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely, Chase Seyforth, Yesica Perez, Maegen I. Allhands, and D-Ann Kleidosty of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16TH day of APRIL, 2026.

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BOND NO.: PB03010411002
PREMIUM: $218.00/PER ANNUM

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39262-1 Highland Home Road North Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39262-1 Highland Home Road North Sewer Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto the City in the penal sum of Fifty eight thousand Dollars ($58,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 4.17.26

"SURETY"

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Type name of Surety)

283 S. LAKE AVENUE, SUITE 160
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

PASADENA, CA 91101
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Title of officer)

Date: APRIL 16, 2026

APPROVED:

_____
City Attorney

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of LOS ANGELES

On APR 16 2026 *Date* before me, ETHAN SPECTOR, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared SARAH CAMPBELL *Name(s) of Signer(s)*,

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

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2466163
My Comm. Expires Oct 11, 2027

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely, Chase Seyforth, Yesica Perez, Maegen I. Allhands, and D-Ann Kleidosty of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16TH day of APRIL, 2026.

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BOND NO.: PB03010410998
PREMIUM: SEE PERFORMANCE BOND

CITY OF BANNING

PAYMENT BOND

Atwell TR 39262-1 Highland Home Road North Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc.,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39262-1 Highland Home Road North Storm Drain Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One million sixty one thousand five hundred Dollars ($1,061,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, STE 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 4.17.24

"SURETY"

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Type name of Surety)

283 S. LAKE AVENUE, SUITE 160

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 04/17/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

WITNESS my hand and official seal.

Signature Edelmira Gonzales (Seal)

(Street Address)

PASADENA, CA 91101

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

SARAH CAMPBELL, ATTORNEY-IN-FACT

(Title of officer)

Date: APRIL 16, 2026

APPROVED:

_____

City Attorney

642

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of LOS ANGELES

On APR 16 2026 before me, ETHAN SPECTOR, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

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

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2466163
My Comm. Expires Oct 11, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely, Chase Seyforth, Yesica Perez, Maegen I. Allhands, and D-Ann Kleidosty of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
PAULA LARE - Notary Public
Montgomery County
My Commission Expires October 15, 2026
Commission Number 1193866

residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16TH day of APRIL, 2026

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond No. 30270650
Premium: $5,852 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million Five Hundred Eighty-One Thousand Five Hundred and no/100 Dollars ($1,581,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marina Tapia
Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028
(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270651
Premium: $1,835 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Potable Water Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Ninety-Six and no/100 Dollars ($496,00.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5.5.26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 01 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270652
Premium: $958 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Non-Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Non Potable Water Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Fifty-Nine Thousand and no/100 Dollars ($259,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5.5.26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES FRS01
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 01 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto [illegible] and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270653
Premium: $9,126 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Storm Drain Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Million Four Hundred Sixty-Six Thousand Five Hundred and no/100 Dollars ($2,466,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

_____
City Attorney



ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marina Tapia
Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028
(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270654
Premium: $1,530 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell TR 39259-1 Ironwood Way Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Sewer Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Thirteen Thousand Five Hundred and no/100 Dollars ($413,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

_____

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 01 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto [illegible] and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270650
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Street Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One Million Five Hundred Eighty-One Thousand Five Hundred and no/100 Dollars ($1,581,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, STE 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270651
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Potable Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Four Hundred Ninety-Six Thousand and no/100 Dollars ($496,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, STE 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5.5.26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

City Attorney



ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marina Tapia
Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028
(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

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- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270652
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Non-Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Non Potable Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two hundred fifty nine thousand Dollars ($259,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, STE 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Marina Tapia
Notary Public Signature

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028
(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

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- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
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Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

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ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270653
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Storm Drain Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two Million Four Hundred Sixty-Six Thousand Five Hundred and no/100 Dollars ($2,466,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, STE 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5·5·26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

City Attorney



ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 01 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30270654
Premium: included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell TR 39259-1 Ironwood Way Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell TR 39259-1 Ironwood Way Sewer Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Four Hundred Thirteen Thousand Five Hundred and no/100 Dollars ($413,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, STE 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor Division President
(Title of officer)

Date: 5.5.26

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 05/05/2026 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: May 1, 2026

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On MAY 0 1 2026 before me, Marina Tapia, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell , Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 1st day of May, 2026.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

RESOLUTION 2026-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 39262 (PTM25-0005), A PROPOSAL TO SUBDIVIDE 68.74 ACRES OF LAND ACROSS FOUR (4) PLANNING AREAS, 50A, 51, 74, AND 75, IN THE LOW DENSITY RESIDENTIAL (LDR) AND MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DISTRICTS OF THE BUTTERFIELD SPECIFIC PLAN INTO 193 SINGLE-FAMILY RESIDENTIAL LOTS, A 1.19-ACRE LETTERED LOT FOR A PARK, AND TWO LETTERED LOTS TOTALING 16.53 ACRES FOR OPEN SPACE STORMWATER RETENTION PURPOSES AT THE NORTHEAST CORNER OF HIGHLAND HOME ROAD AND THE SOUTHERN CALIFORNIA EDISON CORRIDOR (APN 408-580-053, -054, -055, -056, -063, -064)

WHEREAS, Tri Pointe Homes ("Applicant" and "Owner"), has applied for Tentative Tract Map No. 39262, Case No. PTM25-0005, to allow for the subdivision of 68.74 acres (APN 408-580-042, -051, -052, -053, -054, -055, -056, -063, -064) of land across four (4) Planning Areas, 50A, 51, 74, and 75, in the Low Density Residential (LDR) and Medium Density Residential (MDR) of the Butterfield Specific Plan (Atwell) into 193 single-family residential lots, including a 1.19-acre lot for a Park, and 16.53 acres of open space for drainage detention and stormwater control purposes, to the open space area along the Southern California Edison (SCE) easement to the south; and

WHEREAS, the Planning Commission has the authority, pursuant to the Subdivision Map Act (Government Code Section 66410 et seq.), Title 16 (Subdivisions) of the Banning Municipal Code, to make a recommendation to the City Council on Tentative Tract Map applications; and

WHEREAS, on December 3, 2025, continued form the November 17, 2025, special meeting, the Planning Commission held a duly public hearing on Tentative Tract Map No. 39262, received a staff report, public testimony, and project materials, and voted 2-1 to adopt Resolution 2025-14 recommending the City Council approve the Tentative Tract Map subject to conditions of approval; and

WHEREAS, public notice for the January 13, 2026, City Council meeting was published in accordance with State law and the Banning Municipal Code, and written notice was mailed to property owners within 300 feet of the project site; and

WHEREAS, the City Council has reviewed the staff report, environmental documentation, proposed tentative tract map, supporting materials, and public testimony and finds the project in conformance with the requirements of the Subdivision Map Act, the Banning Municipal Code, the City's General Plan, and the Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. ENVIRONEMNTAL DETERMINATION

The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance with a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs

and Negative Declarations) no further analysis or environmental action is required. A Notice of Determination has been prepared for the project.

SECTION 2. REQUIRED FINDINGS FOR TENTATIVE TRACT MAP TM39262 (PTM25-0005)

Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. Staff analyzed the application against these findings for Tentative Tract Map No. 39262 (PTM25-0005) below:

Finding A: *The proposed Tentative Tract Map is consistent with the General Plan.*
Finding of Fact: The General Plan designates the site as the Butterfield Specific Plan with Low Density Residential (0–5 du/ac) and Medium Density Residential (MDR) land use districts. The proposed subdivision of 68.74 acres into 193 single-family lots meets or exceeds the minimum lot size of 5,000 square feet and 4,500 square feet of the LDR and MDR land use districts, respectively, and maintains a density within the Specific Plan range. The design is compatible with surrounding Butterfield neighborhoods and furthers the Specific Plan's policies on neighborhood character and land use compatibility.

Finding B: *The design and improvements of the proposed Tentative Tract Map is consistent with the zoning district in which the property is located.*
Finding of Fact: The project meets LDR and MDR land use district development standards consistent with Section 5.0 of the Butterfield Specific Plan and meeting all Public Works development standards providing adequate vehicular, pedestrian, and emergency access. All streets, utilities, and drainage facilities will be constructed to City standards.

Finding C: *The site is physically suited for this type of development.*
Finding of Fact: The Final Map of TM35967, approved by the City Council and recorded in 2020, established the current master planned layout of the northern half of the Butterfield Specific Plan. The 68.74-acre site is relatively flat with a gentle north to south downhill grade and will be subdivided into 193 single-family lots that will be compatible in size to other surrounding properties of the Butterfield Specific Plan.

Finding D: *The subject site is physically suitable for the proposed density of development.*
Finding of Fact: The proposed project consists of 24.56 acres of LDR (0-05 du/ac) and 18.47 acres of MDR (0-10 du/ac) that could permit up to 122 and 185 dwelling units, respectively, for a total of 307 units. The proposed project's 193 units are less intensive than the maximum allowed. The Butterfield/Atwell project area is currently planned for 4,456 units with a maximum cap of 4,862 units, with a 400+ unit development potential surplus available for the remainder of the Planning Areas.

Finding E: *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*
Finding of Fact: The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) and the proposed project meets or exceeds all development standards, and no further analysis or environmental action is required.

Finding F: *The design of the subdivision or type of improvements is not likely to cause serious public health problems.*
Finding of Fact: The subdivision design of Planning Areas 50A and 51, a park area, and future home construction are not likely to cause serious public health problems as the project is consistent with the Butterfield Specific Plan and will comply with all applicable City codes, California Building Code requirements, and adopted development and public improvement standards for stormwater management, street improvements, and safety.

Finding G: *The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.*
Finding of Fact: The proposed subdivision will submit for a Final Map review with the Public Works Department, which will ensure that all lots have access, streets are dedicated, utility easements aligned, and emergency access points delineated and recorded with the Final Map, ensuring emergency and resident access without impacting the surrounding neighborhood.

SECTION 3. APPROVAL

The City Council hereby approves Tentative Tract Map No. 39262 (PTM25-0005), subject to the Conditions of Approval attached hereto as Exhibit A.

SECTION 4. CERTIFICATION

The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of January, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-04, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January, 2026, by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Acting Deputy City Clerk
City of Banning, California

EXHIBIT A
Conditions of Approval

City of Banning

Community Development Department

Conditions of Approval

PROJECT: Tentative Tract Map No. 39262 – PTM25-0005
SUBJECT: Conditions of Approval (City Council Resolution 2026-04)
APPLICANT: Tri Pointe Homes
LOCATION: Northeast corner of Highland Home Road and the Southern California Edison (SCE) Corridor - APNs: 408-580-042, -051, -052, -053, -054, -055, -056, -063, & -064

EXHIBIT A

To City Council Resolution 2026-04

***All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

Community Development

The Department of Community Development provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Planning Division at (951) 922-3125 for compliance with the following conditions.

Planning Division

COA #	Condition of Approval	Completion Milestone	Status
PLN.General.01	The project shall always comply with all federal, state, County and City laws, codes, regulations, and standards.	Informational	
PLN.General.02	The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to, arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the Project, whether such actions are brought under the California Environmental Quality Act (CEQA), State Planning and Zoning Law, the Subdivisions Map Act,	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	Code of Civil Procedure Sections 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.		
PLN.General.03	The City and Developer are parties to a Development Agreement, recorded on July 17, 2012, as document number 2012-0332888 ("DA"). In the event of any direct inconsistency or conflict between these Conditions of Approval and the DA, the DA shall control. The Developer shall indemnify the City as described in the DA.	Informational	
PLN.General.04	Approval of this entitlement shall not waive compliance with any sections of the CA Government Code, Banning Municipal Code (BMC), or other applicable City ordinances, in effect at the time of building permit issuance.	Informational	
PLN.General.05	The Project permitted under PTM25-0005 (TM39262) shall run with the term of the DA and shall commence operation within two (2) years from the date of this approval. The Community Development Director may, upon a written application being filed 30 days prior to expiration and for good cause, grant an extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Tentative Tract Map complies with all current provisions of BMC Title 16 and Subdivision Map Act.	Informational	
PLN.General.06	Unless approved otherwise by City, the developer shall comply with all applicable conditions of City Council Ordinance No. 1450 approving the Butterfield Specific Plan and conditions of City Council Resolution No. 2017-07 approving Minor Modifications to the Butterfield Specific Plan	Informational	
PLN.General.07	All mitigation measures required by the Butterfield Specific Plan Environmental Impact Report Mitigation Monitoring and Reporting Program (MMRP), as modified pursuant to the approved Addendum, and conditions of the project's Settlement Agreement shall be implemented if those measures/conditions relate to this phase or part of the development or are required to be satisfied in connection with this phase or part of the development.	Informational	

City of Banning

Community Development Department

Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PLN.General.08	A copy of the signed Resolution of Approval or Community Development Director's letter of approval, along with all conditions of approval and any applicable mitigation measures imposed on Tentative Tract Map No.39262, PTM25-0005, shall be reproduced in legible form on all grading, building, construction, improvement, landscape, and irrigation plans submitted for review and approval as required by the reviewing department.	Informational	
PLN.General.09	Prior to any occupancy/use of the Project site, or business activity being commenced thereon, the applicant shall complete these conditions of approval to the satisfaction of the Community Development Director.	Informational	
PLN.General.10	The subject property shall be operated and maintained in accordance with the site plans stamped approved by the City and on file in the Planning Division, the conditions contained herein, and the applicable regulations within the BMC.	Informational	
PLN.General.11	The Applicant shall submit a perimeter landscape plan for review and approval by the Community Development Department. Landscaping shall be used to soften the visual impact of fencing and integrate the project with surrounding properties, consistent with Amended Butterfield Specific Plan. All required landscaping shall be installed prior to final occupancy of the last dwelling unit within TM39262.	Submit Plans Prior to Issuance of Building Permits Installation Prior to Last Occupancy	
PLN.General.12	The Applicant shall submit a detailed perimeter fencing plan for review and approval by the Community Development Department. Fencing shall be designed in a manner that is compatible with adjacent properties and consistent with the Amended Butterfield Specific Plan. All required fencing shall be installed prior to final occupancy of the last dwelling unit within TM39262.	Submit Plans Prior to Issuance of Building Permits Installation Prior to Last Occupancy	
PLN.General.13	All residential and commercial neighborhoods and public facilities shall require Design Review approval by the Community Development Director.	Informational	
PLN.TTM.01	The subdivision shall be developed in substantial conformance with the approved Tentative Tract Map, the associated exhibits, and these Conditions of Approval.	Informational	
PLN.TTM.02	All lots shall meet or exceed the minimum lot size, width, depth, and other dimensional requirements of the Banning Municipal Code at the time of Final Map recordation.	Prior to Final Map Recordation	
PLN.TTM.03	Any common open space, entry features, or landscape areas shown on the Tentative Map shall be landscaped per	Prior to Issuance of Last Occupancy	

COA #	Condition of Approval	Completion Milestone	Status
	an approved plan prior to final occupancy of the last dwelling unit within TM39262.		
PLN.TTM.04	If common areas, open space, or private streets are proposed, the applicant shall establish a Homeowners' Association (HOA) or other mechanism acceptable to the City to ensure ongoing maintenance.	Informational	
PLN.TTM.05	Covenants, Conditions, and Restrictions (CC&Rs) Supplemental Declarations shall be submitted to the Planning Department for review to ensure they address maintenance of any common areas, landscaping, and private improvements.	Informational	
PLN.TTM.06	The applicant shall coordinate with the Community Development Department for the addressing of all lots prior to recordation of the Final Map.	Prior to Final Map Recordation	
PLN.TTM.07	Prior to approval of the Final Map, all conditions requiring the provision or proposed project facilities and subdivision improvements for the area covered by the Tentative Map must be satisfied either through performance or through the provision of suitable security prior to recordation of the Final Map.	Prior to Final Map Recordation	
PLN.TTM.08	Prior to commencement of development within the tract, the Developer shall provide a written Phasing Plan specifying when the lots within the subdivision will be developed and when all appropriate public infrastructure within the subdivision will be constructed.	Prior to Issuance of Building Permits	

Office of the Fire Marshal

COA #	Condition of Approval	Condition Milestone	Status
Fire.01	BLUE DOT REFLECTORS- Blue retro-reflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Banning Office of the Fire Marshal.	Informational	
Fire.02	FIRE PROTECTION WATER SUPPLES/HYDRANTS - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the CFC Appendix C. Fire hydrants shall be located no more than 600 feet from all portions of the exterior of the building along an approved route from a fire apparatus access road. Where new water mains are extended along streets and hydrants are not needed for protection of structures, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along streets for transportation hazards.	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Condition Milestone	Status
	The size and number of outlets required for the approved fire hydrants are 4" x 2 ½". Final fire hydrant locations shall be determined during the fire water plan review by Banning Office of the Fire Marshal and Public Works. Hydrant spacing shall be whichever is more restrictive, Fire or Public Works. Reference CFC as amended.		
Fire.03	POTENTIAL FIRE FLOW- Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to the Fire Department to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow. Reference CFC as amended.	Informational	
Fire.04	Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Fire Code Official. Reference CFC as amended.	Informational	
Fire.05	Fire Department Access Turn Around – On-parcel dead-end fire apparatus access roads exceeding 150 feet in length shall provide a bulb turnaround at the terminus measuring a minimum as prescribed in the specific plan In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the "T" dimension is 120 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Banning Office of the Fire Marshal and/or Riverside County Fire Department Policies and Standards.	Informational	
Fire.06	Fire and Life Safety Requirements - Final fire and life safety conditions will be addressed when the Fire Department reviews any subsequent submittals. These conditions will be based on California Fire Code (CFC), California Building Code (CBC), and related codes/standards adopted and amended at the time of construction plan submittal.	Informational	
Fire.07	Materials and Construction Methods for Exterior Wildfire Exposure - Projects in the Local Responsibility Area, Very High Fire Hazard Severity Zone, and High Fire Hazard Severity Zones shall comply with Chapter 3, R337 of the California Residential Code and California Code of Regulations Title 14 Fire Safety Regulations. Reference CFC as amended.	Informational	
Fire.08	The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by	Prior to Final Map Recordation	

COA #	Condition of Approval	Condition Milestone	Status
	local water company, the originals shall be presented to the Fire Department for signature.		
Fire.09	SECONDARY ACCESS - Unless otherwise approved by the Fire Department, dead end fire apparatus access roads shall not exceed (660 feet for Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zone areas. 800 feet for Moderate Fire Hazard Severity Zone) 1,320 feet. Secondary egress/access fire apparatus access roads shall provide independent egress/access from/to the area or as otherwise approved by the Fire Department. Secondary egress/access fire apparatus access roads shall be as remote as practical from the primary fire apparatus access road to reduce the possibility that both routes will be obstructed by a single emergency. Additional fire apparatus access roads based on the potential for impairment by vehicle congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access may be required by the Fire Department. Reference CFC as amended and Banning Office of the Fire Marshal/Riverside County Fire Department Policies and Standards	Prior to Final Map Recordation	
Fire.10	Fire Department Access - Fire apparatus access roads shall be provided within 150 feet of all exterior portions of buildings, unless otherwise approved by the Fire Department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road shall be as prescribed in the specific plan. . Additional turnaround designs may be acceptable as approved by the Fire Department The construction of the fire apparatus access roads shall be all weather and capable of sustaining 80,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 14 percent, and the cross slope shall not exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Banning Office of the Fire Marshal/Riverside County Fire Department Policies and Standards. a. Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with all Banning Office of the Fire Marshal/Riverside County Fire Department Standards.	Prior to Final Map Recordation	
Fire.11	Phased Construction Access and Water Supply: If construction is phased, an approved phasing plan shall be approved by the Fire Department. Each phase shall provide approved access and water supply for fire protection prior to any construction. Reference CFC as amended.	Prior to Final Map Recordation	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Condition Milestone	Status
Fire.12	HAZARDOUS VEGETATION AND FUEL MANAGEMENT - Projects in the Local Responsibility Area, Very High and High Fire Hazard Severity Zone shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. A preliminary plan shall be approved by the Fire Department prior to any new parcel map recordation Reference CFC as amended.	Prior to Final Map Recordation	
Fire.13	MAP- HFA REVIEW – Final Hazardous vegetation and fuel management plans shall be submitted and approved by the Fire Department to review and approve building setbacks, water and access for new single-family dwellings that are in a hazardous fire area.	Prior to Issuance of Grading Permit	
Fire.14	TRACT WATER VERIFICATION – An approved temporary or final water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Office of the Fire Marshal prior to any combustible building material placed on an individual lot. Contact the Banning Office of the Fire Marshal to inspect the required fire flow, street signs, all weather surface, and all access and/or secondary. Approved temporary or final water plans must be at the job site. Fire will allow models and production with no secondary access. First production Certificate of Occupancy will require secondary access to be completed.	Prior to Building Permit Issuance	
Fire.15	Projects in the Local Responsibility Area Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zones shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department.	Prior to Building Permit Issuance	
Fire.16	SECONDARY/ALTERNATE ACCESS- In the interest of Public Safety, the project shall provide An Alternate or Secondary Access(s). Said Alternate or Secondary Access(s) shall have concurrence and approval of both the Public Works Department and the Banning Office of the Fire Marshal/Riverside County Fire Department. Alternate and/or Secondary Access(s) shall be approved, constructed, useable, and inspected per approved plans prior to the issuance of the first structure permit. Fire will allow models and production with no secondary access. First production Certificate of Occupancy will require secondary access to be completed.	Prior to Building Permit Issuance	
Fire.17	Fire Maps will come into effect July 22, 2025, therefore structures in those areas will be required to comply with Chapter 3377A requirements.	Prior to Building Permit Issuance	
Fire.18	WATER VERIFICATION – The approved final water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Office of the Fire Marshal prior to first certificate of occupancy. Contact the Banning Office of the	Prior to first Building Certificate of Occupancy	

COA #	Condition of Approval	Condition Milestone	Status
	Fire Marshal to inspect the required fire flow. Approved water plans must be at the job site.		
Fire.19	VERIFICATION INSPECTION- Prior to Certificate of Occupancy, Developer shall contact the Banning office of the Fire Marshal to schedule an inspection for items that were shown at building permit issuance (ie Access, Addressing, Water System and/or Fuel Modification).	Prior to Final Inspection	
Fire.20	RESIDENTIAL FIRE SPRINKLER - Residential fire sprinklers are required in all one and two family dwellings per the California Residential code, California Building Code and the California Fire Code. Plans must be submitted to the Fire Dept. for review and approval prior to installation.	Prior to Final Inspection	

Banning Electric Utility

The Department of Banning Electric Utility provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Banning Electric Division at (951) 922-3160 for compliance with the following conditions.

Electric Engineering Division

COA #	Condition of Approval	Completion Milestone	Status
BEU.ENG.01	The City of Banning Electric Utility (Utility) will require adequate easements needed to service the project. Easements may be needed on all neighborhood entrance streets and areas along the perimeter and interior City Utility Facilities, School sites, and Parks for vaults, conduits, streetlights and pad mounted transformers and switches depending on the use of each site.	Informational	
BEU.ENG.02	The developer will be required to install underground conduits, vaults, and pad-mounted equipment from the Utility's Sunset Substation throughout the development for electrical distribution. Coordination with the Utility will be required to identify the location of existing conduits near the substation.	Informational	
BEU.ENG.03	Easements will be required for Local Streets to serve residential lots and street lighting. Adequate easements will be required to serve all parcels of this project. These easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	include the installation of electric distribution facilities within all common areas.		
BEU.ENG.04	The developer shall be responsible for facilitating any easement agreements necessary for any overhead/underground electrical infrastructure placed either temporary or permanently.	Informational	
BEU.ENG.05	All streetlights to be installed on the major thoroughfares, arterial streets, and local streets are assumed to be publicly owned and maintained by the Utility.	Informational	
BEU.ENG.06	Prior to constructing the Utility's electric distribution system, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the Utility. It will also be required that the developer follows the Electric Utility Maps & Records requirement (per attachment). This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to service the project.	Informational	
BEU.ENG.07	The Developer shall execute an agreement with the Utility providing for the installation, construction, improvement and dedication of the utility system following recordation of final map.	Informational	

Public Works Department

The Department of Public Works provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Engineering Division at (951) 922-3130 for compliance with the following conditions.

General Conditions

COA #	Condition of Approval	Completion Milestone	Status
PW.General.01	The subject property shall substantially conform to the approved PTM25-0005, TTM 39262. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.	Informational	

City of Banning

Community Development Department

Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.General.02	Revisions to the approved TTM 39262 during plan check process; including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC).	Informational	
PW.General.03	All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.	Informational	
PW.General.04	The applicant shall comply with the approved site plan, the preliminary grading plan, the preliminary WQMP (pWQMP), preliminary Drainage Study, and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision.	Informational	
PW.General.05	An Encroachment Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance.	Informational	
PW.General.06	The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.	Informational	
PW.General.07	Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act)	Informational	
PW.General.08	All future utility systems including electric, telephone, water, sewer, and cable TV, except for temporary utility systems as defined under the development agreement shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.General.09	Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.	Informational	
PW.General.10	All weather vehicular access shall be maintained at all times to all parts of the proposed subdivision, where construction work is in progress, for emergency vehicles.	Informational	
PW.General.11	All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant.	Informational	
PW.General.12	Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the "As-Built" conditions	Informational	

Plans and Clearances

The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24"x36" sized paper. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors). Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.
All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.
The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer unless otherwise agreed to in the current development agreement.

City of Banning

Community Development Department

Conditions of Approval

The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.
All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions.
An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.
All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

Permit Type	Plan Set	Scale	Notes
Grading	Mass Grading Plan	1" = 100'	
	Rough Grading Plan	1" = 40'	
	Precise Grading Plan	1" = 20'	
	Borrow Pan	1" = 40'	If applicable
	Stockpile Plan	1" = 40'	If applicable
	Retaining Walls	1" = 40'	May be included with any grading plan
	Haul Route	1" = 100'	May be included with any grading plan
	Clearing Plan	1" = 100'	May be included with any grading plan
	Demolition Plan	1" = 100'	May be included with any grading plan
	Erosion and Sediment Control	1" = 40'	Shall be included with any grading plan
Improvement Plans	Street Improvement Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Signing and Striping Plan	1" = 40'	For Secondary Highway and Greater
	Traffic Signal Plan	1" = 40'	if necessary
	Traffic Control Plan	1" = 40'	if necessary
	Storm Drain Improvement Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Channel Improvement Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Potable Water Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Non-Potable Water Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	Sewer Plan	1" = 40' Horiz/ 1" = 4' Vertical	
	MNZ Reservoir Plans	As directed	

City of Banning
Community Development Department
Conditions of Approval

Permit Type	Plan Set	Scale	Notes
Final Maps	Final Map	1" = 40'	
	Easement Dedications		
	Corner Records		
	Records of Survey		
Technical Studies	Geotechnical Report		
	Compaction Report		
	Hydrologic and Hydraulic Report		
	Flood Hazard Report		
	CLOMR/LOMR		
	Water Quality Management Plan (WQMP)		
	Water Supply Verification		
Permits and Agreements	Permission to Grade		
	Construction Agreements		
	BMP Agreement		
	Landscape Maintenance Agreement		
	Subdivision/Improvement Agreement		
	Performance Bonds		
	Labor and Material Bond		
	Maintenance Bond		
	Encroachment Permits		
Certifications	Grading Certifications		
	Pad Certifications		

Final Map

COA #	Condition of Approval	Completion Milestone	Status
PW.Map.01	The submittal, approval, and recordation of the Final Map TM39262 shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Map.02	The Final Map shall have adequate reservations for public ingress and egress as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area.	Informational	
PW.Map.03	Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights may include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements as directed by the City Engineer. All costs associated with acquiring rights-of-way or easements shall be borne by the applicant.	Informational	
PW.Map.04	In the event that the applicant is unsuccessful in acquiring necessary property rights outside the project/development, the City will consider and potentially act on the option to acquire through eminent domain. Permits (or portions of permits) that are not affected by ROW acquisition will not be held up during the property acquisition or eminent domain process.	Informational	
PW.Map.05	During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required when the design vehicle is likely to use outriggers or other means of load stabilization.	Informational	
PW.Map.06	Any public right-of-way or streets to be vacated from public use, pursuant to Street and Highway Codes Sections 8300 through 8363, shall conform to the complete vacation procedure and show specific circulation alternative, where required. All street vacations shall be shown on the final map.	Informational	
PW.Map.07	All public facilities including sewer, water, non-potable water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	tentative map and as required by the City Engineer and/or other agency maintaining public facilities. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.		
PW.Map.08	Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.	Informational	
PW.Map.09	A map of the proposed subdivision showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.	Informational	
PW.Map.10	The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.	Informational	
PW.Map.11	The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD or unless such easements do not conflict with the City's or RCFCD's intended purposes or uses. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer.	Informational	
PW.Map.12	The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.	Prior to Final Map Recordation	
PW.Map.13	The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer.	Prior to Final Map Recordation	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Map.14	The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way.	Prior to Final Map Recordation	
PW.Map.15	The Applicant shall dedicate right-of-way or provide temporary easements beyond either the phased construction and/or tract boundary required to provide utility service, public and/or emergency vehicular ingress and egress access to the nearest paved and publicly maintained street as shown of the Tentative Map. All offers of dedication shall include the corner cut-back at all intersections.	Prior to Final Map Recordation	
PW.Map.16	Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows: Faithful Performance Bond 100% of estimated cost Labor and Material Bond 100% of estimated cost Monumentation Bond - In the amount as supplied by the Record Engineer/Land Surveyor and as approved by the City Engineer Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.	Prior to Final Map Recordation	
PW.Map.17	The City and the applicant are to enter into a Subdivision Improvement Agreement to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans.	Prior to Final Map Recordation	
PW.Map.18	The applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format for review and approval. The house number system shall be in accordance with Section 12.32 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal.	Prior to Final Map Recordation	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Map.19	The applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for a conceptual fuel modification plan and program, unless the City of Banning Fire Marshall ("Fire Marshall") finds in writing to the City that such plan and program are not required for development of the property within the boundaries of this Final Map.	Prior to Issuance of any Construction Permit	
PW.Map.20	The applicant shall verify and/or set all property corners, r/w corners, and centerline monuments. Subsequently, the applicant shall cause the surveyor to file the appropriate documents and records to the County of Riverside.	Prior to Release of Surety	
PW.Map.21	Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1-year maintenance period.	Prior to Release of Surety	
PW.Map.22	The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when: • Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor. • Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project.	Prior to Release of Surety	
PW.Map.23	Permanent survey monuments shall be set at the intersection of street centerlines, beginning, and end of curves in centerlines, and at other locations designated by the Director of Public Works and City Engineer. All other centerline monuments shall be placed in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond.	Prior to Release of Surety	

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Grading

COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.01	The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.	Informational	
PW.Grade.02	Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.	Informational	
PW.Grade.03	The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.	Informational	
PW.Grade.04	Rough grading plans shall include retaining walls with top of wall and top of footing elevations shown. All footings shall meet minimum Building and Safety department requirements have a minimum of 6"-inch of cover, and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department.	Informational	
PW.Grade.05	Impacts to jurisdictional streams, creeks and drainages shall be reviewed and approved by the appropriate regulatory agencies with jurisdiction in this area and will require the appropriate required permits issued. Long term regular maintenance and operation of drainage improvements, such as detention basins, shall be included in the initial regulatory permitting applications.	Informational	
PW.Grade.06	A detailed Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.	Prior to Recordation of a Final Map	
PW.Grade.07	Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.	Prior to Issuance of a Grading Permit	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Grade.08	Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns.	Prior to Issuance of a Grading Permit	
PW.Grade.09	Temporary basins shall be designed and constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction.	Prior to Issuance of a Grading Permit	
PW.Grade.10	Within park areas or areas accessible to the public, detention/retention basins will be protected from public entry as required where required by CBC.	Prior to Issuance of a Grading Permit	
PW.Grade.11	A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report.	Prior to Issuance of a Grading Permit	
PW.Grade.12	The applicant shall retain a qualified archeologist, paleontologist, and biologist for observation of grading and excavation activities in accordance with the approved mitigation program.	Prior to Issuance of a Grading Permit	
PW.Grade.13	A grading permit shall be obtained from the Public Works Department and in accordance with the project Development Agreement.	Prior to Issuance of a Grading Permit	
PW.Grade.14	For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"): • Temporary Soil Stabilization (erosion control). • Temporary Sediment Control.	Prior to Issuance of a Grading Permit	

COA #	Condition of Approval	Completion Milestone	Status
	• Wind Erosion Control. • Tracking Control. • Non-Storm Water Management. • Waste Management and Materials Pollution Control. All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.		
PW.Grade.15	Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site. Surrounding streets shall be swept daily and maintained free of dirt and debris.	Prior to Issuance of a Grading Permit	
PW.Grade.16	The grading plan shall conform with all required mitigation measures identified in the Mitigation Monitoring and Reporting Plan, and obtain clearance from the Planning Department prior to plan approval.	Prior to Issuance of a Grading Permit	
PW.Grade.17	A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any precise grading activity.	Prior to Issuance of a Building Permit	
PW.Grade.18	The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer.	Prior to Issuance of a Building Permit	
PW.Grade.19	The applicant shall provide a Final Grade Certification. The certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall show actual building setbacks, swales, drainage devices, and other items shown in conformance with the approved Precise Grading Plan.	Prior to Certificate of Occupancy	

Stormwater/Water Quality

COA #	Condition of Approval	Completion Milestone	Status
PW.Storm.01	The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code.	Informational	
PW.Storm.02	The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.	Informational	
PW.Storm.03	The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The Project will use on-site detention basins to reduce the storm water flows to or below the existing condition flows prior to their discharge to areas located downstream of the project. The project shall be designed to detain the 100 year 3 hour storm. Detention facilities shall have a maximum draw down time of 72 hours.	Informational	
PW.Storm.04	Applicant shall submit drainage improvement plans for the proposed subdivision with the accompanying hydrology and hydraulic analysis and shall be designed per the RCFC&WCD Hydrology Manual and the City of Banning flood control standards. Finalized studies shall verify the size of flood control facilities. Plans shall be submitted to RCFC&WCD and/or the City of Banning for review and approval for facilities that are to be owned and/or maintained by RCFC&WCD.	Informational	
PW.Storm.05	If the site is located in a Flood Area as identified in a Flood Insurance Rate Map (most current published date) the applicant is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	increase in flood levels during the occurrence of the base flood discharge.		
PW.Storm.06	The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Applicant shall provide a copy of the approved FEMA CLOMR with a rough grading application.	Informational	
PW.Storm.07	Prior to issuance of any grading or building permit, the applicant shall install trash filters on newly constructed storm drain systems that are not tributary to any onsite water quality/detention basin in compliance with the Trash Amendment as amended and approved in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011.	Informational	
PW.Storm.08	The applicant shall identify and include in its improvement plans structural and non-structural Best Management Practices (BMP's) as outlined in the Final Water Quality Management Plan (WQMP).	Prior to the Recordation of a Final Map	
PW.Storm.09	The applicant shall prepare a Final Water Quality Management Plan in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. The WQMP shall identify if the project meets the criteria of a Priority Development Project and identify project Site Design BMP's and Treatment Control BMP's as applicable. The WQMP shall be reviewed and approved by the City Engineer.	Prior to the Issuance of a Grading Permit	
PW.Storm.10	The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land.	Prior to the Issuance of a Grading Permit	
PW.Storm.11	If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a conditional letter of map revision (CLOMR) shall be processed through FEMA and provided to the City Engineer.	Prior to the Issuance of a Grading Permit	

COA #	Condition of Approval	Completion Milestone	Status
PW.Storm.12	If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a letter of map revision (LOMR) shall be processed through FEMA and provided to the City Engineer prior to occupancy of affected lots.	Prior to Certificate of Occupancy	
PW.Storm.13	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Streets and Traffic

COA #	Condition of Approval	Completion Milestone	Status
PW.Street.01	All street designs shall comply with City of Banning standard drawings where available. If no City standard is available applicant may select standards in the following order: 1 - City of Banning Standards 2 - Riverside County Standard Drawings 3 - 'Greenbook' Standard Drawings 4 - Caltrans Standard Drawing 5 - Other published standards, subject to approval from the City Engineer. Any standard drawing other than City of Banning standards shall be included on the improvement plan set as reference.	Informational	
PW.Street.02	All street designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transitions to existing street sections.	Informational	
PW.Street.03	Any public improvements within the map boundary damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.	Informational	
PW.Street.04	Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.	Informational	
PW.Street.05	Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method.	Informational	
PW.Street.06	Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.Street.07	Minimum AC Thickness for any roadway shall be 4" AC, completed in at least 2 lifts. For intract roadways, final lift shall be a 0.15-foot cap completed after onsite construction is completed.	Informational	
PW.Street.08	A minimum of 32' of asphalt pavement are required for all new roadways. For LOCAL, COLLECTOR, DIVIDED COLLECTOR, and SECONDARY HIGHWAYS, applicant shall provide additional pavement opposite the street centerline of the project to meet the 32' pavement requirement.	Informational	
PW.Street.09	A minimum width of 20 feet for a paved or all weather emergency access.	Informational	
PW.Street.10	Applicant shall provide horizontal and vertical site distance calculations per Riverside County transportation and Caltrans Standards for review and approval by the City Engineer. Safe horizontal traffic sight distances and vertical curve sight distances shall be maintained regardless of street intersection angles, street grades, landscaping, or the lot configuration shown on the approved tentative tract map, as follows: • All vertical curve sight line design shall be per the Caltrans Design Manual (Figures 201-latest, Topic 405-latest, et al). The vertical curve design speed along with the requisite vertical curve geometric data shall be shown on the improvement-drawing sheet where the curve occurs. • All horizontal curve sight line design shall be per Riverside County Standards (Plates 114, 821, et al). Horizontal curve design speeds along with the related geometric data shall be tabulated on the improvement drawing sheets where the curves occur. • Horizontal and vertical sight distances shall be maintained even if such compliance results in reconfigured lots and/or a reduction in the lot count shown on the approved tentative map. City of Banning Ordinances shall be met while achieving the required safety requirements.	Informational	
PW.Street.11	In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.).	Informational	
PW.Street.12	Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to.	Informational	
PW.Street.13	The street improvement plans shall include details for all ADA ramps, indicating elevations and grades in accordance	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	with City of Banning standard drawings at a scale of 1"=10' or larger if necessary.		
PW.Street.14	All streets shall have a maximum grade of 15 percent. Wherever feasible street grades should be kept to 12 percent or less.	Informational	
PW.Street.15	Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.	Informational	
PW.Street.16	Commercial driveway grades shall not exceed eight percent unless approved by the City Engineer.	Informational	
PW.Street.17	Residential driveway grades shall not exceed twelve percent unless approved by the City Engineer.	Informational	
PW.Street.18	Traffic improvements shall adhere to the phasing criteria shown in the approved Traffic Verification Memo.	Informational	
PW.Street.19	Signing and Striping Plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, reflective pavement markers (including blue raise pavement markers at fire hydrants), and street name signs.	Informational	
PW.Street.20	All existing overhead utility lines located on or adjacent to the site shall be undergrounded prior to public improvement acceptance and surety release, to the satisfaction of the Public Works Director, including but not limited to, electrical distribution, telephone, and cable lines, with the exception of electric utility lines over 33 kV in accordance with Ordinance 1500.	Informational	
PW.Street.21	Applicant shall submit and obtain approval from the City Fire Marshall for the street improvement plans for all public or private access drives or streets. The plans shall include plan view and sectional views and indicate the grade and width of the road measured from flow-line to flow-line. Applicable covenant, conditions or restrictions (CC&R's) or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates, or other modifications within said easement or access road unless prior approval from the Fire Marshall is granted.	Prior to Grading Permit	
PW.Street.22	The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided.	Prior to Recordation of Final Map	

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COA #	Condition of Approval	Completion Milestone	Status
PW.Street.23	Prior to map recordation for any subsequent development phases, detailed phasing plans shall be submitted for review and approval by the Community Development Director and City Engineer. Each phasing plan shall identify construction access, public access and emergency access routes. The City Engineer reserves the right to modify any phasing plan.	Prior to Recordation of Final Map	
PW.Street.24	A Traffic Control Plan shall be submitted for review and approval by the City Engineer. For roadways classified as Secondary Highway or greater, the Traffic Control Plan shall be prepared by a California Registered Traffic Engineer or Civil Engineer experienced in this type of plan preparation. WATCH manual may be used for lower classification roads.	Prior to Encroachment Permit	
PW.Street.25	Applicant shall prepare and process a Street Improvement Plan for approval by the City Engineer. Streets shall be designed in accordance with City Standards and cross sections as shown in the project entitlement documents.	Prior to Encroachment Permit	
PW.Street.26	Street lights shall be depicted on the street improvement plan and submitted for review and approval by the City's Electric Department and City Engineer. Street lights shall be installed in accordance with the approved plansCity of Banning Electric Department Standards. A detailed lighting plan shall be submitted for review and approval by the City's Electric Department and City Engineer prior to recordation of Tr 39262. The plan shall indicate style, illumination, location, height and length of mast arm. A photometric study shall be submitted to justify street light locations.	Prior to Encroachment Permit	
PW.Street.27	Applicant shall include the temporary "F" Street alignment with the Street Improvement Plans. With a minimum 32' AC within a 96' easement as shown on the tentative map. Lighting and/or reflective striping/warning shall be included on the interim street to the satisfaction of the City Engineer	Prior to Certificate of Occupancy	
PW.Street.28	Applicant shall provide any offsite roadways required to comply with Conditions of Approval from other departments, including emergency access. Applicant shall include easements and/or rights of way as necessary to comply with Conditions of Approval.	Prior to Certificate of Occupancy	
PW.Street.29	All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance.	Prior to Certificate of Occupancy	
PW.Street.30	All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or other governing agency to the satisfaction of the City Engineer or their designee.	Prior to Certificate of Occupancy	

COA #	Condition of Approval	Completion Milestone	Status
PW.Street.31	Applicant shall install all street name signs, striping, and related signage as shown on the approved plans to the satisfaction of the City Engineer.	Prior to Certificate of Occupancy	
PW.Street.32	Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets within the map boundary. City of Banning accepted streets within the Specific Plan. The condition does not apply to Highland Springs Avenue or Wilson Street, where due to the regional nature of these facilities, it would be impossible to validate the amount of pavement damage cause by ongoing construction activities.	Prior to Release of Surety	
PW.Street.33	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	
PW.Street.34	**If developer elects to construct a private gated community, applicant shall provide an adequate funding mechanism to maintain private streets to the satisfaction of the City Engineer**	**Prior to Recordation of Final Map**	

Landscaping

COA #	Condition of Approval	Completion Milestone	Status
PW.LS.01	Prior to laying of the aggregate base layer for any new streets, all landscaping irrigation services (or sleeves to accommodate said services) shall be installed. Street cut permits may be denied and alternate methods may be required for any construction within a street that was accepted by the City within the prior five years.	Informational	
PW.LS.02	The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public rights-of-way, and median islands constructed in connection with the project in accordance with applicable City standards until maintenance of such area is turned over to an HOA or to individual property owners. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal.	Informational	
PW.LS.03	Landscape and irrigation plans for all required facilities shall be submitted for approval. The final design of the parkways, walls, landscaping, and sidewalks (as applicable) shall be included in the plans and shall be subject to approval by the Community Development Director and City Engineer.	Informational	

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COA #	Condition of Approval	Completion Milestone	Status
PW.LS.04	All landscape improvements within public right of way shall be compliant with the City of Banning MWELO guidelines.	Informational	
PW.LS.05	A homeowners' association shall be established and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer at the time set forth in the DA providing for maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, onsite private parking/roadway, any debris basins, BMPs referenced in the approved WQMP, and median island landscaping. The developer shall appoint the initial members of the Board of Directors of the homeowners' association or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.	Prior to Recordation of Final Map	
PW.LS.06	The conditions, covenants, and restrictions shall contain provisions which prohibit dissolution of the homeowners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the homeowners' association. The conditions, covenants and restrictions shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these Conditions of Approval.	Prior to Recordation of Final Map	
PW.LS.07	An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.	Prior to Occupancy	
PW.LS.08	Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval.	Prior to Surety Release	

City of Banning
Community Development Department
Conditions of Approval

Potable Water

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.01	All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.Wat.02	All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.	Informational	
PW.Wat.03	All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.	Informational	
PW.Wat.04	Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.	Informational	
PW.Wat.05	A water improvement plan shall be submitted showing proposed water service connection sizes and locations, including separate laterals for irrigation and fire protection. Irrigation water services will require the installation of a RP backflow protection device.	Informational	
PW.Wat.06	All main water lines and fittings shall be a minimum of 8-inch in diameter and shall be DIP. Water line easements shall be a minimum width of 20 feet if installed outside of right-of-way or public utility easement.	Informational	
PW.Wat.07	Fire hydrants shall be installed within the tract boundaries as required in FIRE.02.	Informational	
PW.Wat.08	The fire service with require a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department.	Informational	
PW.Wat.09	Detailed water demand calculations shall be submitted to justify meter sizing and to determine annual water demands, both for indoor and outdoor use at community facilities and landscape meters.	Informational	
PW.Wat.10	A backflow device must be installed on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications.	Informational	

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.11	All water mains shall be looped whenever feasible, and dead-end water mains shall be provided with fire hydrants and auto-flush systems or as directed by the City Engineer.	Informational	
PW.Wat.12	As required by the City Engineer and prior to recordation of the final tract map, the City shall prepare at Applicant's expense a Water Verification Memo. The Water Verification Memo shall include but not be limited to identifying well production facility locations, treatment requirements, define on/off site transmission facilities, location and volume of system storage, define system points of connection and booster or reducing stations. The report must verify that water pipeline sizes and pressures meet all required water flow rates and identify offsite system improvements and phase in which they shall be constructed.	Prior to Recordation of Final Map	
PW.Wat.13	Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. The Applicant is required to design and construct all those water facilities identified in the approved Focused Water Study and in accordance with the phasing plan selected and approved by the City Engineer. All the proposed new waterlines shall connect into the City's water supply and be designed and constructed to City Standards.	Prior to Recordation of Final Map	
PW.Wat.14	Submit Water Improvement Plans to the City Engineer for review and approval. Design and construct water lines throughout and to property boundaries to tract as needed. The proposed new water lines shall connect to the City's water system as needed.	Prior to Building Permit	
PW.Wat.15	The applicant shall not construct or make operable any water line unless the applicant can successfully demonstrate that the water pressure is at a minimum 40 psi.	Prior to Occupancy	
PW.Wat.16	The construction of the Mountain North Reservoir shall be completed/made operable by the developer and accepted by the City prior to issuance of first Certificate of Occupancy.	Prior to first Certificate of Occupancy	
PW.Wat.17	All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases if the construction work is in progress for emergency vehicles.	Prior to Occupancy	

COA #	Condition of Approval	Completion Milestone	Status
PW.Wat.18	Prior to park and open space occupancy release, an RP backflow device must be installed on all irrigation water connections. The backflow device must be in compliance with the Title 17 and 22 California Code of Regulations.	Prior to Occupancy	
PW.Wat.19	The applicant shall perform pressure testing, flushing, and Bac-T testing approved by the City Inspector prior to surety release and acceptance of water improvements.	Prior to Release of Surety	
PW.Wat.20	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Non-Potable Water

COA #	Condition of Approval	Completion Milestone	Status
PW.NPW.01	All public non-potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.NPW.02	Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.	Informational	
PW.NPW.03	Submit non-potable water Improvement Plans to the City Engineer for review and approval. Design and construct non-potable water lines to parks, schools, and other large irrigation areas and to tie-in points at the tract boundary as agreed to in the Development Agreement by the Developer, and the City of Banning.	Informational	
PW.NPW.04	All non-potable water lines to be constructed within the Public right-of-way shall be a minimum of 8-inches in diameter DIP. Final sizes shall be approved by the City Engineer based on hydraulic calculations provided by the design engineer. Where non-potable water line easements are necessary, they shall be a minimum of 20 feet wide if improvements are installed outside of right-of-way or public utility easements.	Informational	
PW.NPW.05	All non-potable water lines shall be Ductile Iron Pipe (DIP) Class 350, with restrained joints conforming to DIPRA design guidelines where required. All non-potable water DIP mains shall be protected with purple-colored V-Bio polyethylene encasement.	Informational	

COA #	Condition of Approval	Completion Milestone	Status
PW.NPW.06	Prior to occupancy release, a backflow device must be installed on each irrigation water connection; and in compliance with the State of California Department of Health Regulations Title 17 and 22. Contact the City of Banning, Water Operations Division, prior to the installation.	Informational	
PW.NPW.07	The non-potable water plans shall include appropriate signage for the irrigation of publicly-accessible areas with non-potable water as required by the California Code of Regulations.	Informational	
PW.NPW.08	Submit Non-Potable Water Improvement Plans to the City Engineer for review and approval. Design and construct non-potable water lines to property boundaries to tract as needed. The proposed new non-potable water lines shall connect to the City's non-potable water system as needed.	Prior to Building Permit	
PW.NPW.09	As required by the City Engineer and prior to recordation of the final tract map, applicant shall prepare and City shall approve a supplemental Focused Recycled Water Study (may be combined with the Focused Water Study) to define system components and shall include a phasing plan for all recycled water facilities. Prior to map recordation, recycled water plans shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer. Design and installation of recycled water facilities shall be in accordance with the requirements and specifications of the State Division of Drinking Water, Riverside County Environmental Health, and the City of Banning. If interim use of potable water is required until Recycled water becomes available, a potable-to-non-potable above ground connection shall be designed, with a reduced pressure backflow preventor. The number of potable-to-non-potable connections shall be kept to a minimum, and are subject to approval by the State Division of Drinking Water.	Prior to Final Map	
PW.NPW.10	The applicant shall perform testing approved by the City Inspector prior to surety release and acceptance of non-potable water improvements.	Prior to Release of Surety	
PW.NPW.11	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Sewer

City of Banning
Community Development Department
Conditions of Approval

COA #	Condition of Approval	Completion Milestone	Status
PW.Sew.01	All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.	Informational	
PW.Sew.02	Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.	Informational	
PW.Sew.03	All sewer lines to be constructed within the public right-of-way shall be extra strength Vitrified Clay Pipe (VCP) or Polyvinyl Chloride (PVC) SDR 26 Pipe. All sewer mains shall be minimum of 8 inches in diameter. Any sewer main greater than 15-inches (15") shall be extra strength VCP. Any sewer with more than 15' cover (FG/FS to top of pipe) shall be extra strength VCP. Final sizes shall be approved by the City Engineer based on calculations submitted by the design engineer accounting for ultimate discharge flows for phase and all upstream areas. Sewer line easements shall be a minimum of 20 feet wide if installed outside of right-of-way or public utility easement.	Informational	
PW.Sew.04	Each residential unit shall have its own sewer lateral and shall be PVC SDR 26.	Informational	
PW.Sew.05	Any pad with an elevation lower than the nearest upstream manhole rim elevation shall require a backwater valve.	Informational	
PW.Sew.06	Sewer mains shall maintain a straight alignment from manhole to manhole whenever feasible. Bends in PVC pipe shall not be allowed. The required radius, when necessary, shall be achieved by use of deflection at the joint with VCP pipe, following manufacturer's guidelines.	Informational	
PW.Sew.07	Applicant shall fill out and submit an Industrial User Survey form and an Industrial Waste Permit application. (i.e. commercial/community kitchen)	Prior to Encroachment Permit	
PW.Sew.08	Submit Sewer Improvement Plans to the City Engineer for review and approval. The phasing plan shall identify all required sewer infrastructure (e.g. sewer mains, lift stations, treatment facilities, manholes, etc.) required to meet the demands of the tract map. A hydraulic analysis will need to be prepared and submitted that demonstrates the maximum discharge that can be accommodated by the existing collections system before a new trunk line is needed. Design and construct sewer lines throughout and to property boundaries of this tract. The proposed new sewer lines shall connect into the City's sewer system.	Prior to Encroachment Permit	

COA #	Condition of Approval	Completion Milestone	Status
PW.Sew.09	As required by the City Engineer and prior to recordation of the final tract map, the applicant shall submit a redline revised copy of the previously approved Specific Plan Sewer Study with updates to reflect the final built condition through this phase and demonstrate that the current buildout is substantially consistent with the approved sewer study.	Prior to Recordation of Final Map	
PW.Sew.10	Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and of the City Engineer.	Prior to Recordation of Final Map	
PW.Sew.11	All required sewer lines and sewer laterals shall be installed and made operable before any building permits are issued. This may be done in phases at the discretion of the City Engineer.	Prior to Building Permit	
PW.Sew.12	The applicant shall inspect with CCTV all new public sewer mains and submit to the City for review and approval prior to surety release and acceptance of sewer improvements.	Prior to Release of Surety	
PW.Sew.13	Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer.	Prior to Release of Surety	

Refuse

COA #	Condition of Approval	Completion Milestone	Status
PW.Refuse.01	Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.28SOWACODI	Informational	
PW.Refuse.02	Applicants are required to use the City's exclusive franchise hauler (Waste Management) unless otherwise approved in writing by the Public Works Department.	Informational	
PW.Refuse.04	Construction debris shall be disposed of at a certified recycling site. It is the responsibility of the developer to contact the City's franchised solid waste hauler, Waste	Informational	

COA #	Condition of Approval	Completion Milestone	Status
	Management of the Inland Valley, at 1-800-423-9986 for disposal of construction debris.		
PW.Refuse.05	Applicants are encouraged to review the referenced sections in the 2022 California Green Building Standard Code: https://codes.iccsafe.org/content/CAGBC2022P3	Informational	
PW.Refuse.06	Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2022 California Green Building Standards Code (CALGreen)	Prior to Certificate of Occupancy	
PW.Refuse.07	Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Environmental Program Coordinator prior to commencement of construction or demolition. Contact refuse@banningca.gov or 951.922.3193 for further details and to obtain a plan template.	Prior to Demolition AND/OR Prior to Building Permit	
PW.Refuse.08	Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Environmental Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the Environmental Program Coordinator at refuse@banningca.gov or 951.922.3193 for further details and to obtain a report form template.	Prior to Certificate of Occupancy	

Fees

COA #	Condition of Approval	Completion Milestone	Status
PW.Fees.01	All fees must be paid in full at the thresholds identified below. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.	Informational	
PW.Fees.02	Applications submitted without full payment of fees are deemed incomplete. Plan review will not commence until all fees are paid.	Informational	
PW.Fees.03	Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.	Informational	

PW.Fees.04	Public Works Grading Permit fees (including fees for NPDES inspections) shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.	Prior to Grading Permit	
PW.Fees.05	Public Works Encroachment Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.	Prior to Encroachment Permit	
PW.Fees.06	Water Meter fees and installation fees shall be paid in full prior to installation of any water meter in accordance with the fee schedule in effect at that time.	Prior to Installation	
PW.Fees.07	Water connection fees shall be paid in accordance with the fee schedule in effect at that time and in accordance with the DA.	Prior to Building Final/C of O	
PW.Fees.08	Sewer connection fees shall be paid in accordance with the fee schedule in effect at that time at that time and in accordance with the DA.	Prior to Building Final/C of O	
PW.Fees.09	Traffic Impact fees shall be paid in accordance with the fee schedule in effect at that time at that time and in accordance with the DA.	Prior to Building Final/C of O	

END

SHEET INDEX

SHEET 1	TITLE SHEET / SHEET INDEX
SHEET 2	NOTES
SHEET 3	STREET SECTIONS
SHEET 4	AREA SUMMARIES / SECTIONS
SHEETS 5 - 9	MAP SHEETS
SHEETS 10	GATED ENTRIES / ERITS OPTION
SHEETS 11 - 12	EASEMENT DISPOSITION MAPS

LOT INDEX

LOTS 1 - 94	RESIDENTIAL (PA 51)	SHEETS 7, 8
LOTS 95 - 198	RESIDENTIAL (PA 50A)	SHEETS 5, 6, 7
LOTS 'A' - 'Z'	OPEN SPACE	SHEETS 5, 6, 7, 8
LOTS 'W'	DETENTION BASIN/DRAINAGE CHANNEL	SHEETS 8
LOTS 'E'	POTABLE WATER RESERVOIR/BOOSTER STATION	SHEETS 6, 7
LOTS 'T'	PARK	SHEETS 7

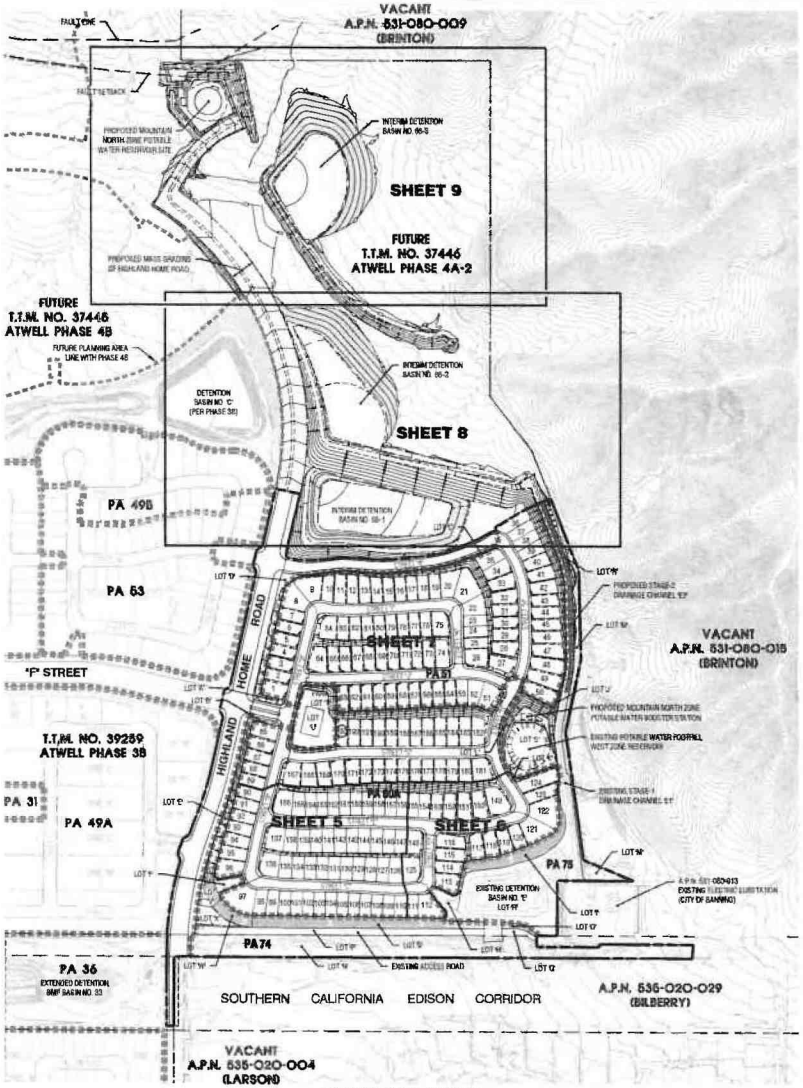
LEGEND

- TENTATIVE TRACT MAP BOUNDARY
- PLANNING AREA BOUNDARY
- SHEET MATCH LINE

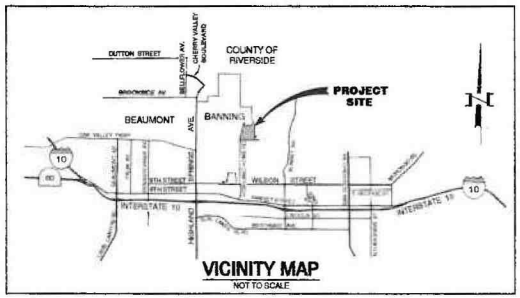
GRAPHIC SCALE

250 0 125 250 500 1000

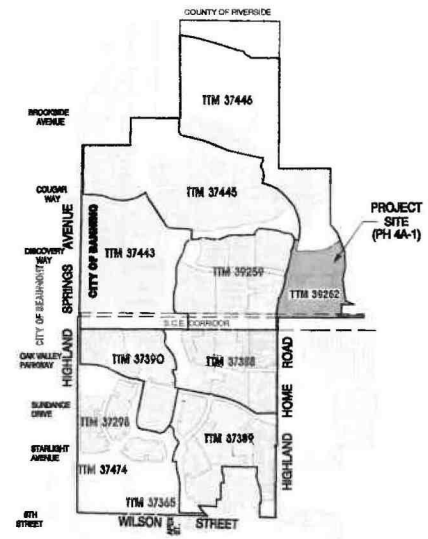
(IN FEET)
1 inch = 250 ft.



SHEET INDEX MAP
SCALE: 1"=250'



VICINITY MAP
NOT TO SCALE



ATWELL
KEY MAP
SCALE: 1"=1500'

10/31/2025
EDWARD J. LENTH RCE 052496

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

PREPARED BY:

MDS CONSULTING
PLANNERS ENGINEERS SURVEYORS

ATWELL

ATWELL
PHASE 4A-1 / TENTATIVE TRACT NO. 39262
P.A.'s 50A, 51, 74 & 75
TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 12

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262

LEGEND

- TENTATIVE TRACT MAP BOUNDARY
- PLANNING AREA BOUNDARY
- SHEET MATCH LINE
- STREET CENTERLINE
- PROPOSED MEANDERING DECOMPOSED GRANITE TRAIL
- PROPOSED EASEMENT (TYPE PER PLAN)
- AGGREGATE MAINTENANCE ACCESS ROAD
- ROCK RIP RAP
- SIDEWALK
- PROPOSED PUBLIC UTILITY EASEMENT LINE
- DAYLIGHT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED STREET ELEVATION AT CENTERLINE
- EXISTING STREET ELEVATION AT CENTERLINE
- FLOWLINE
- PAD ELEVATION
- LOT NUMBER
- HIGHEST SINGLE-FAMILY RESIDENTIAL LOT NUMBER
- PROPOSED STORM DRAIN
- PROPOSED SANITARY SEWER
- PROPOSED POTABLE WATER (MOUNTAIN WEST ZONE)
- PROPOSED NON-POTABLE WATER (FOOTHILL WEST ZONE)
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING ELECTRIC
- EXISTING FIBER OPTIC
- EXISTING POTABLE WATER (MOUNTAIN WEST ZONE)
- EXISTING POTABLE WATER (FOOTHILL WEST ZONE)
- EXISTING NON-POTABLE WATER (FOOTHILL WEST ZONE)
- PROPOSED STREET GRADE
- LOT MIDPOINT DIMENSION
- PLANNING AREA DESIGNATION
- FIRE HYDRANT

ABBREVIATIONS

Δ	DELTA
AC	ACREAGE
AVG.	AVERAGE
DU	DWELLING UNIT
DW	DOMESTIC WATER
EX.	EXISTING
FL	FLOWLINE
GB	GRADE BREAK
HOA	HOMEOWNERS ASSOCIATION
HP	HIGH POINT
L	LENGTH
LP	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
NO.	NUMBER
PA	PLANNING AREA
PI	POINT OF INTERSECTION
R	RADIUS
RCW	NON-POTABLE WATER
R/W	RIGHT OF WAY
RW	RETAINING WALL
SD	STORM DRAIN
SS	SANITARY SEWER
ST	STREET
SQ. FT.	SQUARE FEET
TC	TOP OF CURB

APPLICANT/DEVELOPER/OWNER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HERSHMAN

ENGINEER

MDS CONSULTING
5 PETERS CANYON ROAD
IRVINE, CA 92606
(949) 251-0821
CONTACT: ED LENTH

UTILITIES

WATER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3136

SEWER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3136

ELECTRIC
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3136

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 335-3928

TRASH
CITY OF BANNING
99 WASTE MANAGEMENT
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3136

TELEPHONE
FRONTIER COMMUNICATION
290 SOUTH LOCUST STREET
POMONA, CA. 92363
(909) 397-0042

CABLE
SPECTRUM CABLE
3317 WEST RAMSEY STREET
BANNING, CA. 92220
(866) 417-7000

STORM DRAIN
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3136

FLOOD ZONE NOTE

"THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONE 'X' ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 06065H-0806G, 06065H-0808G, MAP #6 MMER 08/28/2008)G.

ZONE 'X' BEING DEPICTED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAN" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY NAD 83, EPOCH 1986.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 55 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52°48'52.84" EAST.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN MANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS.

LEGAL DESCRIPTION

LOTS 22, 24, 47, 7, U AND PORTIONS OF LOTS 19, 23, 25, D AND R, OF TRACT MAP NO. 37447, FILED IN BOOK 474 OF MAPS, PAGES 1 THROUGH 14, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSORS PARCEL NUMBERS

408-580-042, 408-580-051, 408-580-052, 408-580-053, 408-580-054, 408-580-055, 408-580-056, 408-580-063, AND 408-580-064.

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT (%)
1-193	SINGLE-FAMILY RESIDENTIAL	33.47 AC	48.85%
'A'-'Q' & 'V'-'X'	OPEN SPACE	10.92 AC	15.89%
'R'	DETENTION BASIN/DRAINAGE CHANNEL	4.62 AC	6.74%
'S'	POTABLE WATER RESERVOIR/BOOSTER STATION	1.59 AC	2.31%
'T' & 'U'	PARK	1.19 AC	1.73%
	MODIFIED MAJOR HIGHWAY	5.73 AC	8.34%
	LOCAL STREETS	11.21 AC	16.32%
	GROSS ACREAGE	68.74 AC	100.00%
	NET ACREAGE (EXCLUDING MODIFIED MAJOR HIGHWAY)	63.01 AC	

TENTATIVE TRACT NO. 39262

NUMBER OF LOTS: TOTAL	229
SINGLE FAMILY RESIDENTIAL	193
PARKS	2
OPEN SPACE	20
DETENTION BASIN/DRAINAGE CHANNEL	1
POTABLE WATER RESERVOIR/BOOSTER STATION	1
LOCAL STREETS	11
MAJOR HIGHWAY	1

GROSS ACREAGE: 68.74 AC
CONTOUR INTERVAL: 1 FOOT
DATE: OCTOBER 31, 2025

STREET AREA SUMMARY

STREET	ACREAGE
HIGHLAND HOME ROAD	5.73 AC
STREET 'A'	1.27 AC
STREET 'B'	1.72 AC
STREET 'C'	1.09 AC
STREET 'D'	0.21 AC
STREET 'E'	1.47 AC
'F' STREET	0.39 AC
STREET 'G'	1.12 AC
STREET 'H'	1.78 AC
STREET 'I'	0.86 AC
STREET 'J'	1.17 AC
STREET 'K'	0.32 AC
TOTAL ACREAGE	18.84 AC

OPEN SPACE AREA SUMMARY

LOTS	ACREAGE
LOT 'A'	0.08 AC
LOT 'B'	0.09 AC
LOT 'C'	0.11 AC
LOT 'D'	0.42 AC
LOT 'E'	0.52 AC
LOT 'F'	0.17 AC
LOT 'G'	1.13 AC
LOT 'H'	0.31 AC
LOT 'I'	3.76 AC
LOT 'J'	1.05 AC
LOT 'K'	0.02 AC
LOT 'L'	0.08 AC
LOT 'M'	1.63 AC
LOT 'N'	4.26 AC
LOT 'O'	0.09 AC
LOT 'P'	0.98 AC
LOT 'Q'	0.19 AC
LOT 'V'	0.24 AC
LOT 'W'	0.27 AC
LOT 'X'	0.22 AC
TOTAL ACREAGE	16.82 AC

PROPOSED TENTATIVE TRACT NO. 39262

PLANNING AREA (No.)	LAND USE (TYPE)	GROSS AREA (ACRE)	NUMBER OF LOTS (DU)	GROSS DENSITY (DU/AC)	RESIDENTIAL AREA (ACRES)	STREETS (ACRE)	LOT SIZE (MIN)	PAD SIZE (MIN)	LOT AREA MIN (SQ. FT.)	LOT AREA MAX (SQ. FT.)	LOT AREA AVG (SQ. FT.)
50A	LDR	24.56	106	4.6	16.78	5.78	50' x 100'	55' x 100'	5,000	14,847	7,595
51	MDR	18.49	84	4.5	14.84	3.65	47' x 100'	47' x 100'	4,700	35,677	7,615
74	OS	3.23									
PORTION OF 75	OS	8.25									
4	PARK	1.19									

NOTE:

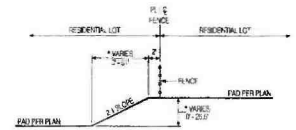
★ LOT "F" IS NOT A PART OF A PLANNING AREA.

PER BUTTERFIELD SPECIFIC PLAN, 2017

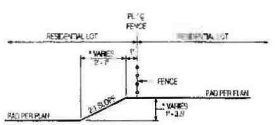
PLANNING AREA (No.)	LAND USE (TYPE)	GROSS AREA (ACRE)	NUMBER LOTS (DU)
50A	LDR-7,500	24.4	107
51	MDR-1,200	21.3	102
74	OS	4.4	NA
75	OS	4.8	NA

LEGEND

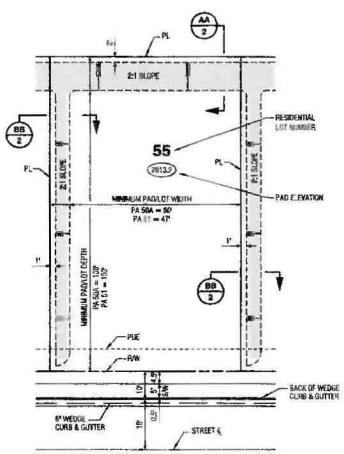
LDR	LOW DENSITY RESIDENTIAL, 7,250 AVERAGE MINIMUM LOT SIZE
MDR	MEDIUM DENSITY RESIDENTIAL, 7,500 AVERAGE MINIMUM LOT SIZE
OS	OPEN SPACE
PARK	PARK - RECREATION



SECTION "AA"
AA 2 TYPICAL REAR-YARD SLOPE SECTION
*REAR YARD SLOPE SHALL BE LANDSCAPED AND MAINTAINED BY HOMEOWNER
NTS



SECTION "BB"
BB 2 TYPICAL SIDE-YARD SLOPE SECTION
* SIDEYARD SLOPES SHALL BE LANDSCAPED AND MAINTAINED BY HOMEOWNER
NTS



TYPICAL PAD DETAIL
AT STREET
NTS

GENERAL INFORMATION

1. EXISTING LAND USE: VACANT / POTABLE WATER RESERVOIR / DETENTION BASIN
2. EXISTING ZONING: BUTTERFIELD SPECIFIC PLAN
3. EXISTING GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
4. PROPOSED LAND USE:
   SINGLE-FAMILY RESIDENTIAL
   PA 50A, LDR-7,500
   PA 51, MDR-1,200
   PARK
   OPEN SPACE
5. PROPOSED ZONING: BUTTERFIELD SPECIFIC PLAN
6. PROPOSED GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
7. ADJACENT LAND USES:
   NORTH: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL & SCHOOL
   EAST: VACANT
   SOUTH: EXISTING SCE CORRIDOR & EXISTING SINGLE-FAMILY RESIDENTIAL
   WEST: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL
8. PARK REQUIREMENTS TO BE MET BY THE DEDICATION AND CONSTRUCTION OF PARKS.
9. SCHOOL DISTRICTS:
   ELEMENTARY: BANNING UNIFIED SCHOOL DISTRICT
   MIDDLE SCHOOL: BANNING UNIFIED SCHOOL DISTRICT
   HIGH SCHOOL: BANNING UNIFIED SCHOOL DISTRICT
10. PAD ELEVATIONS SHOWN HEREON MAY BE ADJUSTED PLUS OR MINUS 3 FEET.
11. MULTIPLE FINAL MAPS MAY BE FILED PURSUANT TO SECTION 66456.1 OF THE CALIFORNIA GOVERNMENT CODE.
12. THIS TENTATIVE TRACT MAP IS WITHIN THE APPROVED BUTTERFIELD SPECIFIC PLAN.
13. ALL PROPOSED MANUFACTURED SLOPES SHALL BE A MAXIMUM OF 2:1 UNLESS OTHERWISE NOTED ON THE TENTATIVE TRACT MAP.
14. PRELIMINARY EARTHWORK QUANTITIES (ADJUSTED):
    CUT: 682,982 CY FILL: 1,344,021 CY
    IMPORT: 661,158 CY
15. GEOTECHNICAL / SOILS INVESTIGATION REPORT WAS PREPARED BY GEOCON WEST, INC., DATED JUNE 23, 2025.
16. THERE ARE NO HABITABLE STRUCTURES WITHIN THE BOUNDARIES OF THIS TENTATIVE TRACT MAP.
17. HIGHLAND HOME ROAD AND STREET 'A' WITHIN THIS TENTATIVE TRACT ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF BANNING.
18. STREET 'B' THROUGH 'K' WITHIN THIS TENTATIVE TRACT ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF BANNING. ALSO SEE SPECIAL NOTES ON SHEET 1C.
19. THE DEVELOPER / APPLICANT SHALL RESERVE THE RIGHT TO MERGE LOTS ON THE FINAL MAP.
20. THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONE "X" BY FEMA, FIRM PANEL NUMBERS 06065H-0808G AND 06065H-0809G, MAP NUMBER 06065C-0808G, DATED AUGUST 28, 2008.
21. THIS TENTATIVE TRACT MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF LAND BEING SUBDIVIDED.
22. TOPOGRAPHIC SURVEY WAS FLOWN AND COMPILED BY DON READ CORPORATION, DATED MAY 10, 2017 AND JUNE 16, 2025.
23. THIS TENTATIVE TRACT MAP AREA IS LOCATED IN "VERY HIGH" AND "HIGH" FIRE HAZARD SAFETY ZONES.
24. FINAL DESIGN SHALL COMPLY WITH THE N.P.D.E.S. REQUIREMENTS OUTLINED BY THE CITY OF BANNING.
25. PROPOSED OPEN SPACE LOTS 'A' THROUGH 'Q' SHALL BE PRIVATE AND MAINTAINED BY AN APPROVED H.O.A.
26. PROPOSED DETENTION BASIN / DRAINAGE CHANNEL LOT 'R' SHALL BE MAINTAINED BY RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.
27. PROPOSED POTABLE WATER RESERVOIR / BOOSTER STATION LOT 'S' SHALL BE MAINTAINED BY THE CITY OF BANNING.
28. PROPOSED PARK LOT 'T' SHALL BE MAINTAINED BY AN APPROVED H.O.A.
29. ALL PROPOSED RESIDENTIAL LOTS SHALL MAINTAIN MINIMUM GRADE FROM REAR OF THE LOT TO THE STREET IN ACCORDANCE WITH LATEST CALIFORNIA BUILDING CODE.
30. FIRE PROTECTION SHALL BE PROVIDED BY THE CITY OF BANNING.
31. ALL PROPOSED ON-SITE STORM DRAIN FACILITIES, SIZE AND LOCATION ARE PRELIMINARY AND SUBJECT TO FINAL HYDRAULIC CALCULATIONS ACCEPTABLE TO THE CITY OF BANNING.
32. ALL PROPOSED WATER QUALITY BASINS (BMP) SHALL BE MAINTAINED BY AN APPROVED H.O.A.
33. ALL PROPOSED ON-SITE STORM WATER DISCHARGE FROM THIS TENTATIVE TRACT MAP SHALL BE TREATED BY PERMANENT ON-SITE TREATMENT CONTROL BMPS FOR "WASH-AND DISPOSE OF" OFF-SITE AND ON-SITE PRIOR TO DISCHARGE TO ANY EXISTING OR PROPOSED DRAINAGE FACILITY.
34. ALL DIMENSIONS ON THIS TENTATIVE TRACT MAP ARE APPROXIMATE.
35. ALL LANDSCAPING WITHIN EACH INDIVIDUAL RESIDENTIAL LOT SHALL BE MAINTAINED BY THE HOMEOWNER.
36. A NON-EXCLUSIVE EASEMENT SHALL BE PROVIDED TO THE CITY OF BANNING TO INCLUDE THE INSTALLATION OF ELECTRIC DISTRIBUTION FACILITIES WITHIN ALL COMMON AREAS.
37. PLANNING AREA 74 OCCURS IN THIS TENTATIVE TRACT. THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 74 IS 8.23 ACRES WHICH IS 77.53% ABOVE THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 4.64 ACRES.
38. PLANNING AREA 75 OCCURS IN TTM NO. 39262 (LOS ACRES OF PHASE 4A-1) AND TTM NO. 37446 (7.71 ACRES OF PHASE 4A-2). THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 75 IS 15.96 ACRES WHICH IS 245.69% ABOVE THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 4.6 ACRES.
39. THIS TENTATIVE TRACT MAP IS NOT LOCATED IN THE BANNING MUNICIPAL AIRPORT INFLUENCE AREA BOUNDARY.
40. EXTENDED DETENTION BMP BASIN NO. 33, LOCATED IN TENTATIVE TRACT MAP NO. 39262 (ATWELL PHASE 5B), PROVIDES WATER QUALITY TREATMENT FOR TENTATIVE TRACT MAP NO. 39262.
41. PROPOSED RESIDENTIAL LOTS 1 THROUGH 193 OF THIS TENTATIVE TRACT MAP NO. 39262 MAY BE AGE-RESTRICTED AT DEVELOPERS DISCRETION.
42. HIGHLAND HOME ROAD WILL PROVIDE PRIMARY ACCESS FOR TENTATIVE TRACT MAP NO. 39262 (PHASE 4A-1).
43. "F" STREET OF TENTATIVE TRACT MAP NO. 39258 (PHASE 3B) (TO HIGHLAND SPRINGS AVENUE) WILL PROVIDE SECONDARY ACCESS FOR TENTATIVE TRACT MAP NO. 39262 (PHASE 4A-1).

NOTES:

1. EXISTING INTERIM SEDIMENT CONTROL / RETENTION BASIN TO BE REMOVED.
2. EXISTING INTERIM AGGREGATE ACCESS ROAD TO RESERVOIR SITE TO BE REMOVED.
3. EXISTING INTERIM STORM DRAIN TO BE REMOVED

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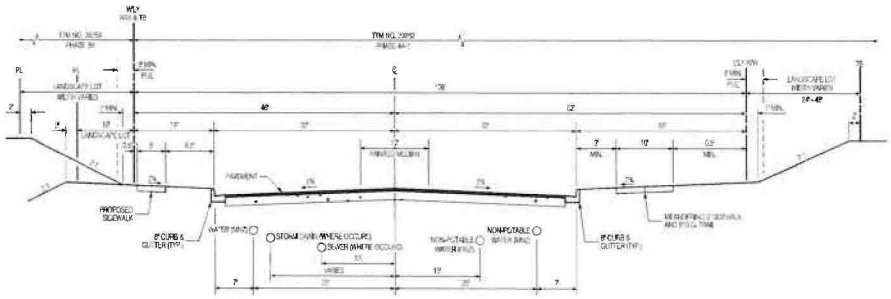
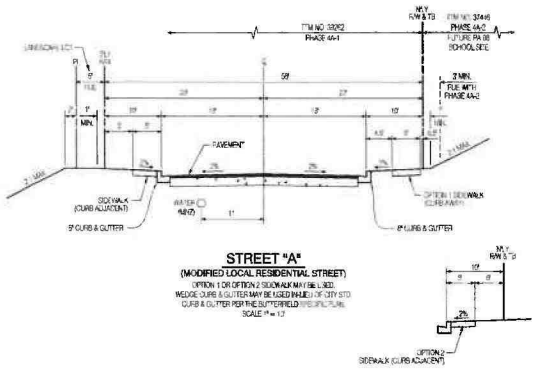
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262
P.A.'s 50A, 51, 74 & 75
NOTES
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 2 OF 12

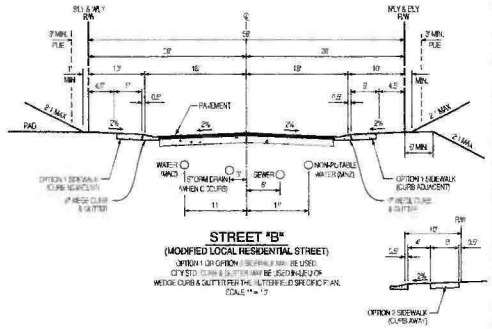
PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



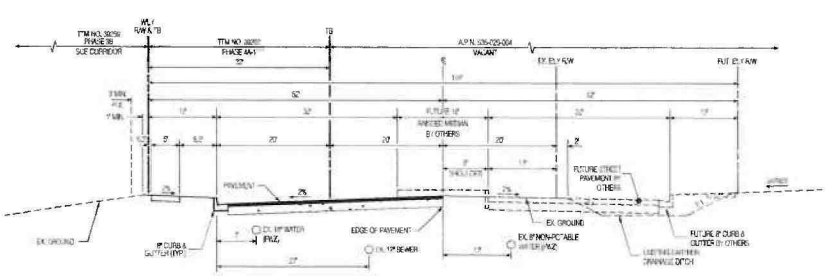
HIGHLAND HOME ROAD (PUBLIC)
(MODIFIED MAJOR HIGHWAY)
SCALE 1"=10'



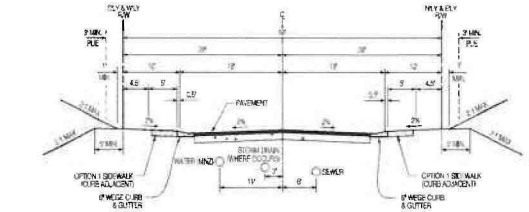
STREET "A"
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
WEDGE CURB & GUTTER MAY BE USED IN LIEU OF CITY STD CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1"=10'



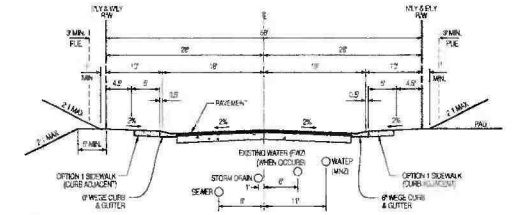
STREET "B"
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN LIEU OF WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1"=10'



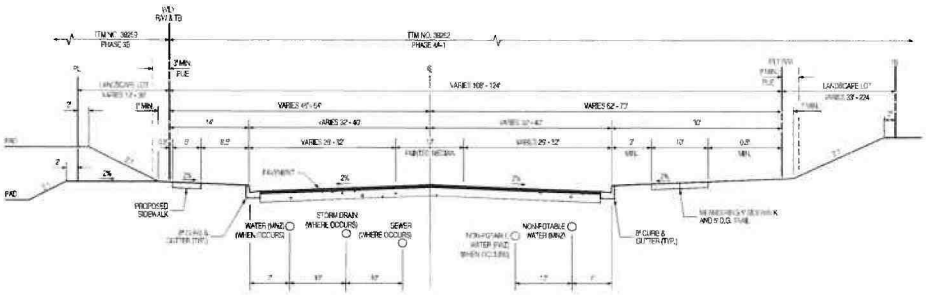
HIGHLAND HOME ROAD (PUBLIC)
(MODIFIED MAJOR HIGHWAY AT SCE CORRIDOR)
SCALE 1"=10'



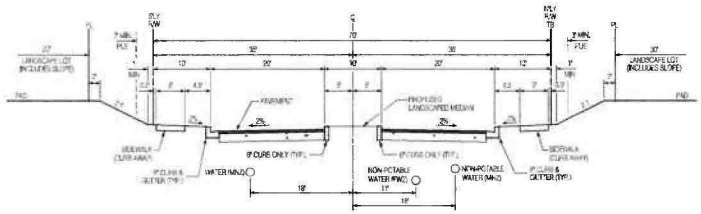
STREET "B", "C", "E" & "H" THROUGH "K"
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN LIEU OF WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1"=10'



STREET "D"
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN LIEU OF WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1"=10'



HIGHLAND HOME ROAD (PUBLIC)
(MODIFIED MAJOR HIGHWAY AT TRANSITION)
SCALE 1"=10'



"F" STREET (PUBLIC)
(NEIGHBORHOOD ENTRY)
SCALE 1"=10'

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PLANNERS ENGINEERS SURVEYORS

ATWELL

PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262

P.A.'s 50A, 51, 74 & 75

STREET SECTIONS

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 12

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262

RESIDENTIAL LOT SUMMARY

PLANNING AREA 50A (LDR-7,500)

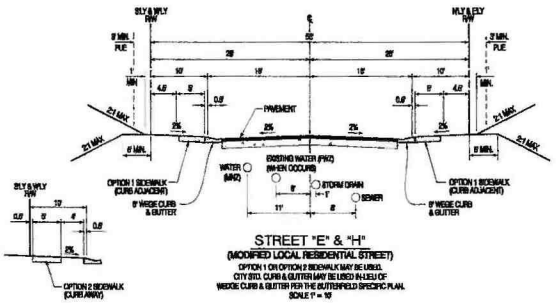
LOT AREA SUMMARY
LOTS 85 - 193

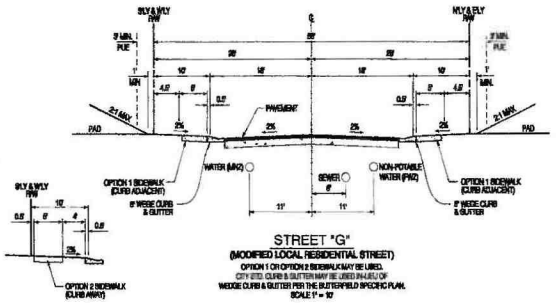
LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)
85	7,256	7,256	115	8,679	8,427	145	5,779	5,779	175	5,663	5,189
86	8,791	5,772	116	9,726	6,998	146	5,965	5,695	176	5,892	5,200
87	8,401	5,773	117	7,355	6,378	147	5,618	5,618	177	5,930	5,134
88	8,294	5,666	118	7,092	6,250	148	7,899	6,814	178	5,655	5,142
89	6,211	5,523	119	6,736	6,053	149	14,411	9,910	179	5,561	5,129
90	6,064	5,548	120	6,917	5,867	150	10,907	8,656	180	8,055	5,582
91	5,985	5,476	121	10,875	10,875	151	10,849	6,745	181	9,156	7,902
92	5,898	5,497	122	14,020	13,523	152	10,182	5,954	182	12,704	6,842
93	8,008	5,447	123	8,300	7,337	153	9,194	5,551	183	9,998	6,548
94	8,523	6,136	124	12,743	9,618	154	8,633	5,452	184	9,746	6,423
95	7,065	6,667	125	10,848	8,527	155	7,995	5,457	185	9,496	6,297
96	9,245	8,654	126	7,857	6,805	156	7,748	5,425	186	9,420	6,240
97	14,847	14,846	127	6,846	5,967	157	7,633	5,429	187	9,300	6,173
98	6,240	6,240	128	6,664	5,777	158	7,550	5,420	188	9,133	6,116
99	6,151	6,151	129	8,598	5,899	159	7,279	5,286	189	8,988	6,066
100	5,918	5,918	130	6,469	5,585	160	8,921	5,177	190	8,912	5,993
101	5,757	5,757	131	6,380	5,494	161	8,928	5,215	191	8,681	5,997
102	5,531	5,531	132	6,278	5,400	162	8,590	5,127	192	8,528	5,882
103	5,606	5,606	133	6,221	5,380	163	8,503	5,162	193	8,430	5,859
104	5,598	5,598	134	6,364	5,501	164	9,490	5,279			
105	5,656	5,656	135	6,560	5,713	165	7,176	6,053			
106	5,476	5,476	136	10,526	8,194	166	10,783	8,964			
107	5,409	5,409	137	8,908	7,671	167	9,823	7,502			
108	5,155	5,155	138	5,995	5,895	168	7,504	6,917			
109	5,295	5,295	139	5,686	5,686	169	7,118	6,455			
110	5,603	5,603	140	5,506	5,506	170	7,348	6,314			
111	5,330	5,330	141	5,664	5,664	171	7,258	6,547			
112	10,231	10,231	142	5,764	5,764	172	6,066	5,334			
113	8,441	7,984	143	5,815	5,815	173	5,767	5,266			
114	7,011	6,244	144	5,823	5,829	174	5,665	5,168			

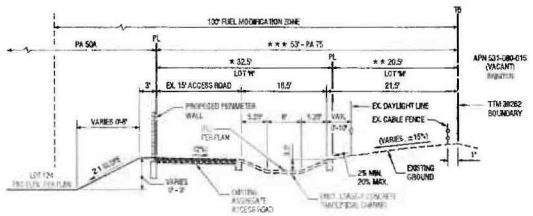
PLANNING AREA 51 (MDR-7,200)

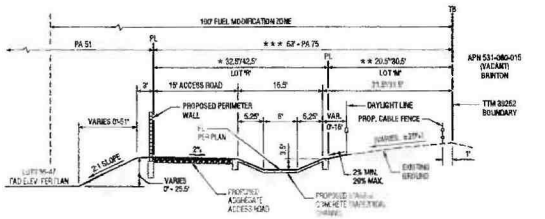
LOT AREA SUMMARY
LOTS 1 - 84

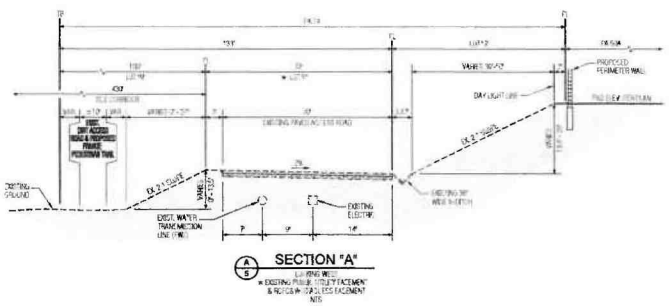
LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)	LOT #	LOT AREA (SQ. FT.)	PAD AREA (SQ. FT.)
1	8,091	8,872	31	8,299	8,305	61	8,188	5,299
2	6,147	5,189	32	7,213	6,294	62	8,108	5,291
3	6,170	5,189	33	7,424	6,835	63	8,230	5,406
4	6,170	5,270	34	6,740	6,585	64	12,532	7,824
5	6,147	5,192	35	7,522	7,412	65	7,699	5,217
6	6,141	5,218	36	9,556	7,029	66	7,487	5,124
7	5,686	5,158	37	7,990	5,883	67	7,356	5,111
8	10,402	10,320	38	7,709	5,548	68	7,350	5,179
9	11,857	10,279	39	8,510	8,024	69	7,428	5,280
10	6,914	5,736	40	9,037	5,939	70	7,417	5,378
11	7,683	6,406	41	9,157	6,142	71	7,490	5,451
12	7,638	6,341	42	9,274	6,234	72	7,416	5,513
13	7,306	5,978	43	8,326	5,799	73	7,508	5,520
14	6,756	5,353	44	7,660	5,705	74	9,865	7,033
15	6,556	5,108	45	7,950	5,674	75	8,185	7,389
16	6,572	5,078	46	8,438	6,310	76	5,704	5,117
17	6,672	5,061	47	9,596	7,513	77	5,489	5,021
18	6,775	5,183	48	9,930	8,047	78	5,416	4,935
19	8,797	5,158	49	9,795	8,339	79	5,364	4,846
20	11,076	8,278	50	10,629	9,932	80	5,320	4,870
21	20,077	11,917	51	9,461	7,125	81	5,409	4,990
22	10,903	7,299	52	6,786	6,786	82	5,501	5,053
23	6,196	4,932	53	5,619	5,619	83	5,496	5,029
24	6,062	4,868	54	5,534	5,254	84	8,508	7,678
25	6,217	4,908	55	6,134	5,298			
26	9,400	7,262	56	6,107	5,291			
27	10,238	6,396	57	6,134	5,298			
28	7,836	6,494	58	6,107	5,291			
29	6,368	5,465	59	6,134	5,298			
30	6,027	5,237	60	6,107	5,291			

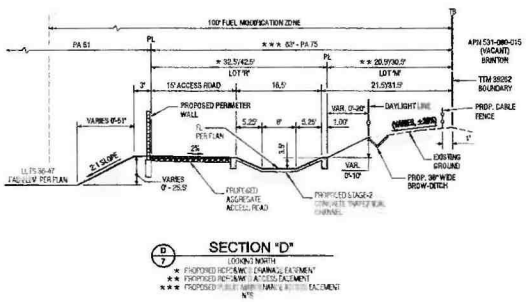


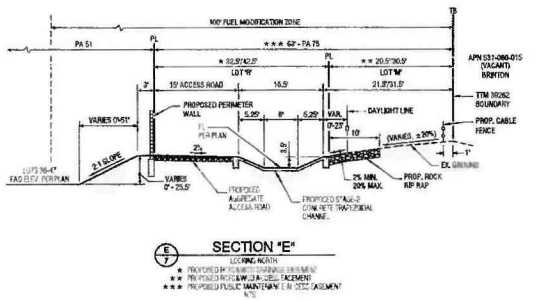












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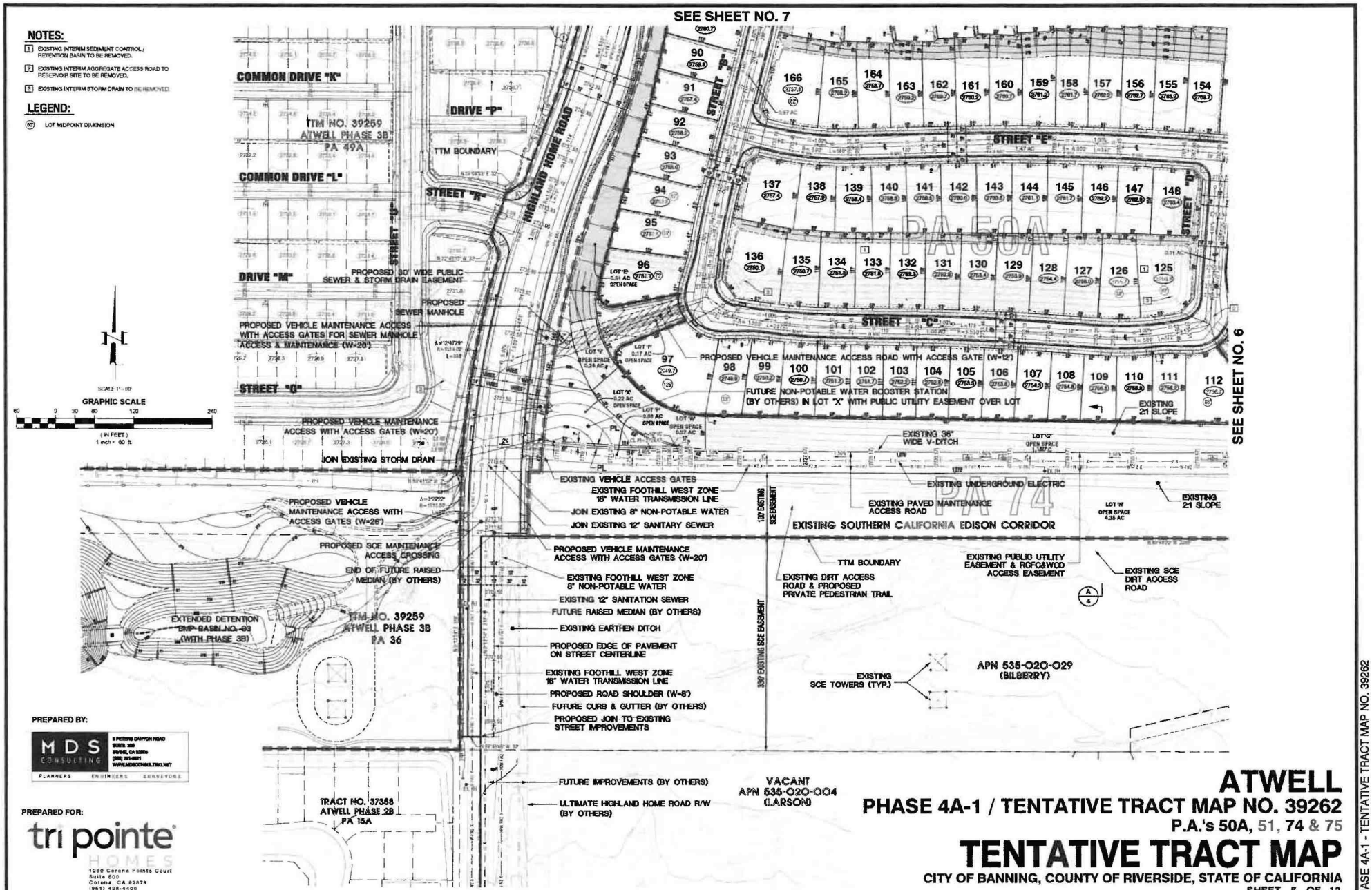
ATWELL
PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262
P.A.'s 50A, 51, 74 & 75
AREA SUMMARIES / SECTIONS
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 4 OF 12

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262


SEE SHEET NO. 7
NOTES:
1 EXISTING INTERIM SEDIMENT CONTROL / RETENTION BASIN TO BE REMOVED.
2 EXISTING INTERIM AGGREGATE ACCESS ROAD TO RESERVOIR SITE TO BE REMOVED.
3 EXISTING INTERIM STORM DRAIN TO BE REMOVED.
LEGEND:
(60) LOT MIDPOINT DIMENSION
COMMON DRIVE "K"
TTM NO. 39259 ATWELL PHASE 3B PA 49A
TTM BOUNDARY
COMMON DRIVE "L"
DRIVE "P"
STREET "K"
HIGHLAND HOME ROAD
STREET "B"
STREET "E"
STREET "D"
STREET "C"
DRIVE "M"
PROPOSED 30' WIDE PUBLIC SEWER & STORM DRAIN EASEMENT
PROPOSED SEWER MANHOLE
PROPOSED VEHICLE MAINTENANCE ACCESS WITH ACCESS GATES FOR SEWER MANHOLE ACCESS & MAINTENANCE (W=20')
STREET "G"
PROPOSED VEHICLE MAINTENANCE ACCESS WITH ACCESS GATES (W=20')
JOIN EXISTING STORM DRAIN
PROPOSED VEHICLE MAINTENANCE ACCESS WITH ACCESS GATES (W=26')
PROPOSED SCE MAINTENANCE ACCESS CROSSING
END OF FUTURE RAISED MEDIAN (BY OTHERS)
EXTENDED DETENTION BMP BASIN NO. 89 (WITH PHASE 3B)
TTM NO. 39259 ATWELL PHASE 3B PA 36
TRACT NO. 37388 ATWELL PHASE 2B PA 18A
PROPOSED VEHICLE MAINTENANCE ACCESS ROAD WITH ACCESS GATE (W=12')
FUTURE NON-POTABLE WATER BOOSTER STATION (BY OTHERS) IN LOT "X" WITH PUBLIC UTILITY EASEMENT OVER LOT
EXISTING 2:1 SLOPE
EXISTING 36" WIDE V-DITCH
EXISTING VEHICLE ACCESS GATES
EXISTING FOOTHILL WEST ZONE 16" WATER TRANSMISSION LINE
JOIN EXISTING 8" NON-POTABLE WATER
JOIN EXISTING 12" SANITARY SEWER
EXISTING UNDERGROUND ELECTRIC
EXISTING PAVED MAINTENANCE ACCESS ROAD
EXISTING SOUTHERN CALIFORNIA EDISON CORRIDOR
PROPOSED VEHICLE MAINTENANCE ACCESS WITH ACCESS GATES (W=20')
EXISTING FOOTHILL WEST ZONE 8" NON-POTABLE WATER
EXISTING 12" SANITATION SEWER
FUTURE RAISED MEDIAN (BY OTHERS)
EXISTING EARTHEN DITCH
PROPOSED EDGE OF PAVEMENT ON STREET CENTERLINE
EXISTING FOOTHILL WEST ZONE 16" WATER TRANSMISSION LINE
PROPOSED ROAD SHOULDER (W=8')
FUTURE CURB & GUTTER (BY OTHERS)
PROPOSED JOIN TO EXISTING STREET IMPROVEMENTS
FUTURE IMPROVEMENTS (BY OTHERS)
ULTIMATE HIGHLAND HOME ROAD R/W (BY OTHERS)
TTM BOUNDARY
EXISTING DIRT ACCESS ROAD & PROPOSED PRIVATE PEDESTRIAN TRAIL
EXISTING PUBLIC UTILITY EASEMENT & RCFC&WCD ACCESS EASEMENT
EXISTING SCE DIRT ACCESS ROAD
EXISTING SCE TOWERS (TYP.)
APN 535-020-029 (BILBERRY)
VACANT APN 535-020-004 (LARSON)
PA 50A
PA 74
SEE SHEET NO. 6
GRAPHIC SCALE
SCALE 1" = 60'
1 inch = 60 ft.
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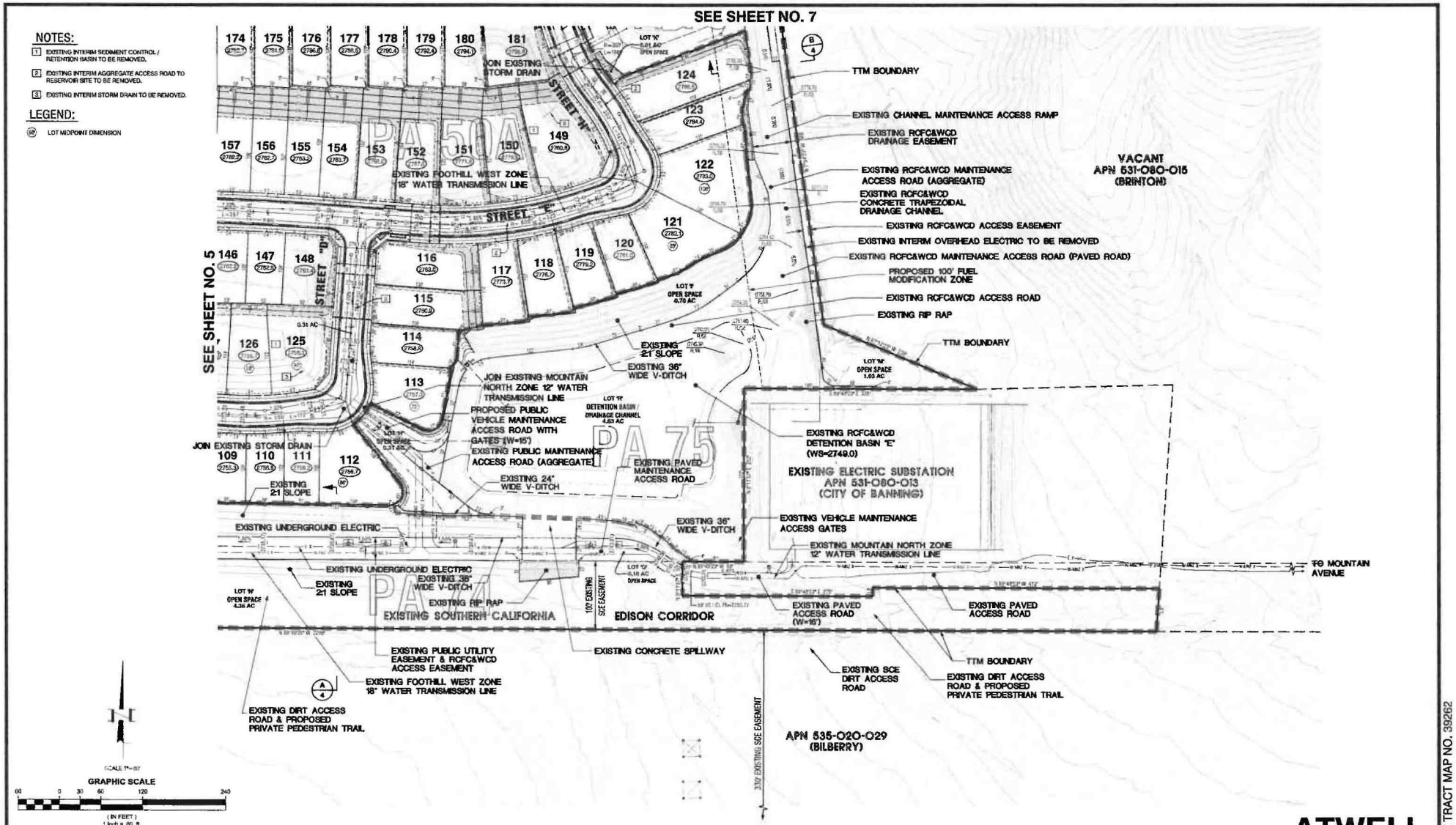
PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262
P.A.'s 50A, 51, 74 & 75
TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 5 OF 12
PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



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ATWELL

PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262

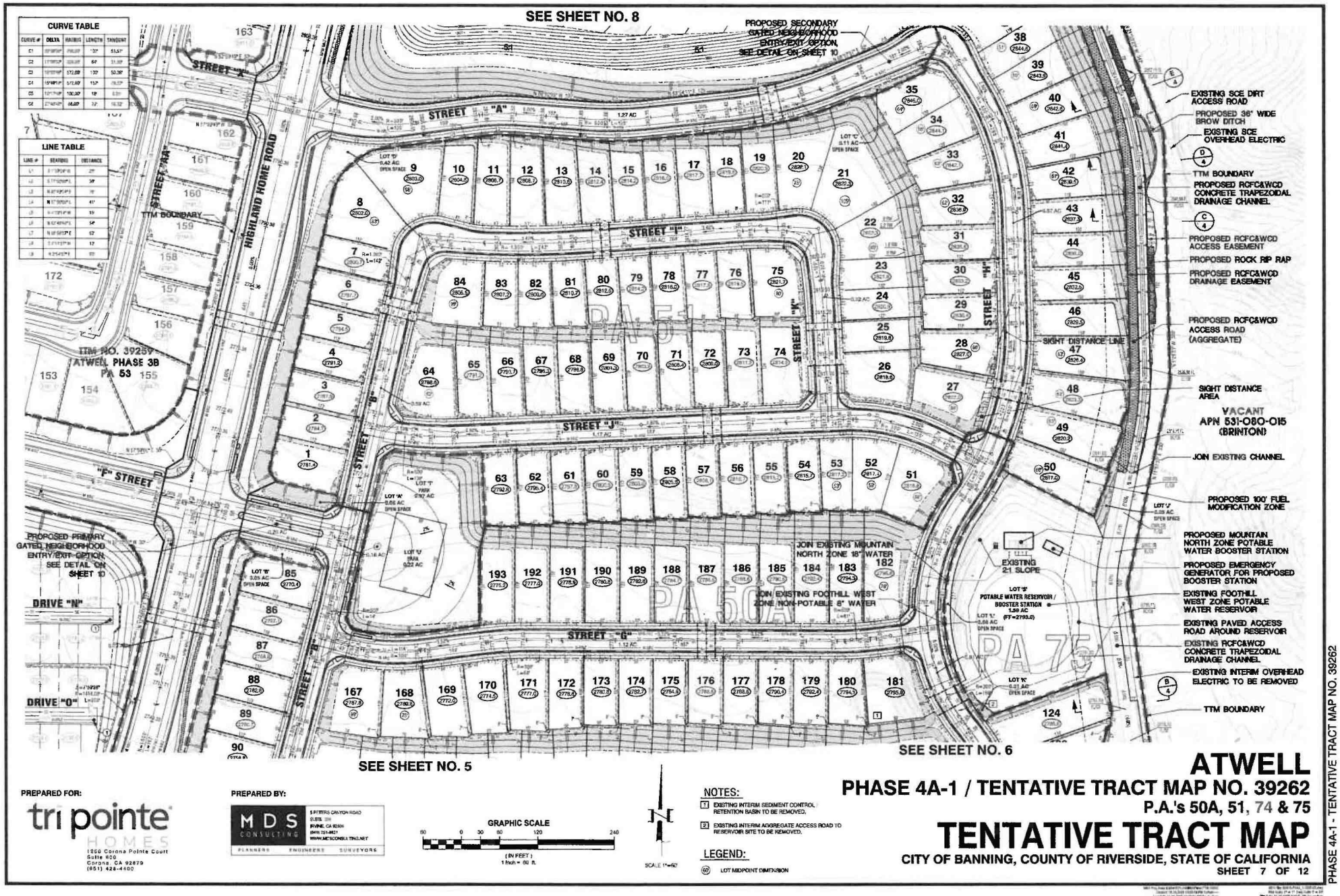
P.A.'s 50A, 51, 74 & 75

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 6 OF 12

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	27°58'59"	250.00'	122'	63.51'
C2	17°59'52"	328.00'	64'	31.99'
C3	19°59'59"	572.00'	199'	50.36'
C4	15°48'11"	572.00'	153'	76.57'
C5	12°17'59"	100.00'	18'	8.91'
C6	27°48'47"	66.00'	32'	16.32'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 17°39'49" E	27'
L2	S 67°49'49" E	39'
L3	S 67°49'49" E	19'
L4	N 17°39'49" W	41'
L5	S 17°39'49" E	19'
L6	S 67°49'49" E	54'
L7	N 89°59'37" E	62'
L8	S 21°13'17" W	12'
L9	S 25°45'57" E	63'

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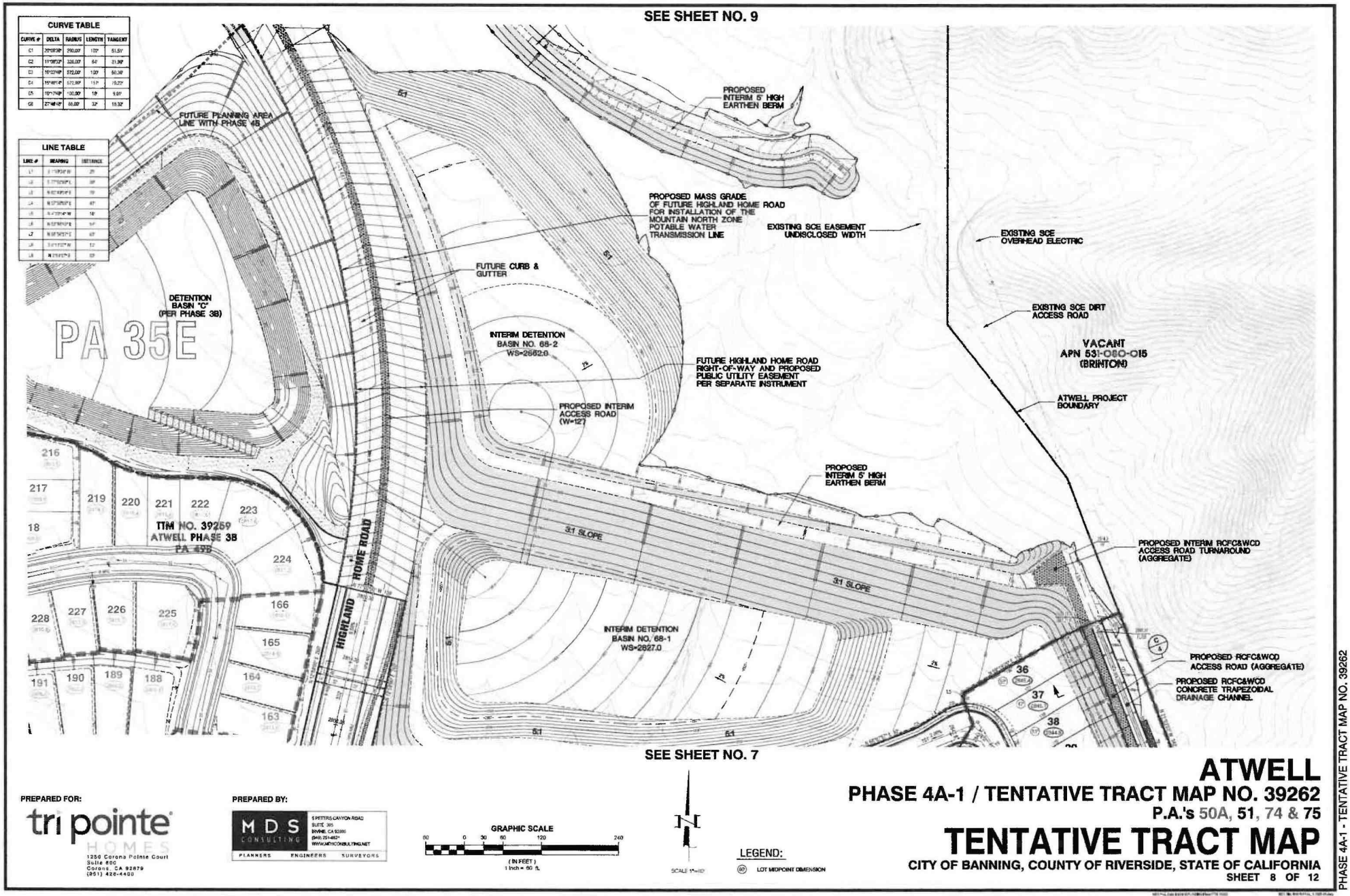
GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.
SCALE 1"=60'

NOTES:
1. EXISTING INTERIM SEDIMENT CONTROL RETENTION BASIN TO BE REMOVED.
2. EXISTING INTERIM AGGREGATE ACCESS ROAD TO RESERVOIR SITE TO BE REMOVED.

LEGEND:
LOT MIDPOINT DIMENSION

ATWELL
PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262
P.A.'s 50A, 51, 74 & 75
TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 7 OF 12

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262


SEE SHEET NO. 9
CURVE TABLE
CURVE # | DELTA | RADIUS | LENGTH | TANGENT
C1 | 20°08'39" | 290.00' | 102' | 51.51'
C2 | 11°39'53" | 326.00' | 64' | 31.99'
C3 | 10°02'49" | 572.00' | 100' | 50.38'
C4 | 15°48'14" | 572.00' | 158' | 79.22'
C5 | 10°17'49" | 100.00' | 18' | 9.01'
C6 | 27°48'18" | 66.00' | 32' | 16.32'
LINE TABLE
LINE # | BEARING | DISTANCE
L1 | S 17°08'34" W | 29'
L2 | S 77°52'09" E | 58'
L3 | N 62°48'05" E | 19'
L4 | N 57°52'09" E | 67'
L5 | N 47°09'47" W | 18'
L6 | N 62°48'05" E | 54'
L7 | N 62°48'05" E | 67'
L8 | S 01°51'07" W | 12'
L9 | N 27°48'18" E | 69'
FUTURE PLANNING AREA LINE WITH PHASE 4B
PROPOSED INTERIM 5' HIGH EARTHEN BERM
PROPOSED MASS GRADE OF FUTURE HIGHLAND HOME ROAD FOR INSTALLATION OF THE MOUNTAIN NORTH ZONE POTABLE WATER TRANSMISSION LINE
EXISTING SCE EASEMENT UNDISCLOSED WIDTH
EXISTING SCE OVERHEAD ELECTRIC
FUTURE CURB & GUTTER
DETENTION BASIN "C" (PER PHASE 3B)
PA 35E
EXISTING SCE DIRT ACCESS ROAD
INTERIM DETENTION BASIN NO. 68-2 WS=2662.0
VACANT APN 531-080-015 (BRINTON)
FUTURE HIGHLAND HOME ROAD RIGHT-OF-WAY AND PROPOSED PUBLIC UTILITY EASEMENT PER SEPARATE INSTRUMENT
ATWELL PROJECT BOUNDARY
PROPOSED INTERIM ACCESS ROAD (W=12')
PROPOSED INTERIM 5' HIGH EARTHEN BERM
TTM NO. 39259 ATWELL PHASE 3B PA 49B
HIGHLAND HOME ROAD
3:1 SLOPE
3:1 SLOPE
PROPOSED INTERIM RCFC&WCD ACCESS ROAD TURNAROUND (AGGREGATE)
INTERIM DETENTION BASIN NO. 68-1 WS=2627.0
PROPOSED RCFC&WCD ACCESS ROAD (AGGREGATE)
PROPOSED RCFC&WCD CONCRETE TRAPEZOIDAL DRAINAGE CHANNEL
SEE SHEET NO. 7
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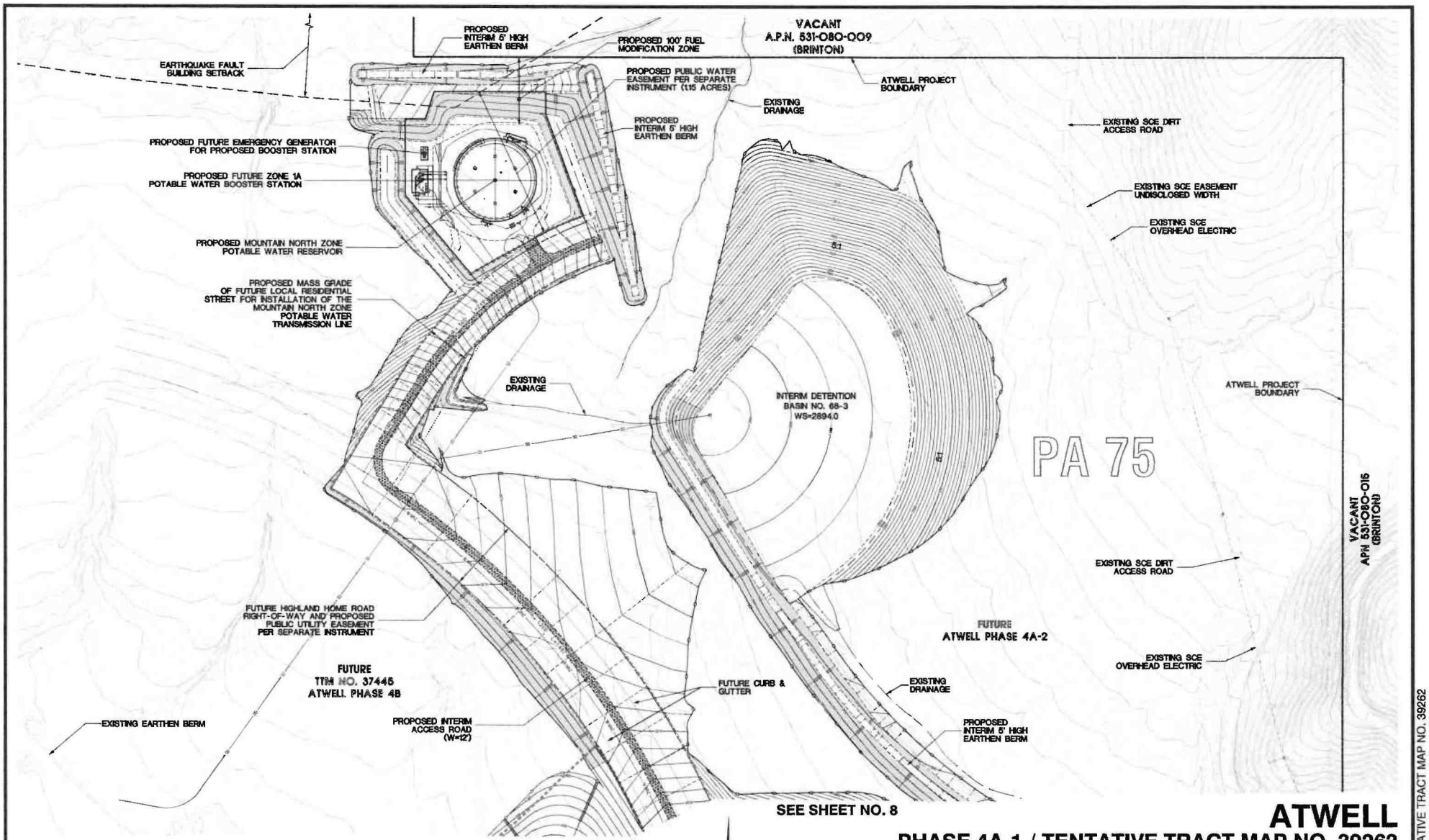
5 PETERS CANYON ROAD SUITE 365 IRVINE, CA 92606 (949) 251-8821 WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS
GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.
SCALE 1"=60'
LEGEND:
(60) LOT MIDPOINT DIMENSION
ATWELL
PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262
P.A.'s 50A, 51, 74 & 75
TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 8 OF 12
PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262


EARTHQUAKE FAULT BUILDING SETBACK
PROPOSED INTERIM 5' HIGH EARTHEN BERM
PROPOSED 100' FUEL MODIFICATION ZONE
VACANT
A.P.N. 531-080-009
(BRINTON)
ATWELL PROJECT BOUNDARY
PROPOSED PUBLIC WATER EASEMENT PER SEPARATE INSTRUMENT (1.15 ACRES)
EXISTING DRAINAGE
PROPOSED INTERIM 5' HIGH EARTHEN BERM
EXISTING SCE DIRT ACCESS ROAD
PROPOSED FUTURE EMERGENCY GENERATOR FOR PROPOSED BOOSTER STATION
PROPOSED FUTURE ZONE 1A POTABLE WATER BOOSTER STATION
EXISTING SCE EASEMENT UNDISCLOSED WIDTH
EXISTING SCE OVERHEAD ELECTRIC
PROPOSED MOUNTAIN NORTH ZONE POTABLE WATER RESERVOIR
PROPOSED MASS GRADE OF FUTURE LOCAL RESIDENTIAL STREET FOR INSTALLATION OF THE MOUNTAIN NORTH ZONE POTABLE WATER TRANSMISSION LINE
EXISTING DRAINAGE
INTERIM DETENTION BASIN NO. 68-3 WS=2894.0
ATWELL PROJECT BOUNDARY
PA 75
VACANT
APN 531-080-016
(BRINTON)
EXISTING SCE DIRT ACCESS ROAD
FUTURE HIGHLAND HOME ROAD RIGHT-OF-WAY AND PROPOSED PUBLIC UTILITY EASEMENT PER SEPARATE INSTRUMENT
FUTURE
ATWELL PHASE 4A-2
FUTURE
TTM NO. 37445
ATWELL PHASE 4B
EXISTING SCE OVERHEAD ELECTRIC
FUTURE CURB & GUTTER
EXISTING DRAINAGE
EXISTING EARTHEN BERM
PROPOSED INTERIM ACCESS ROAD (W=12)
PROPOSED INTERIM 5' HIGH EARTHEN BERM
SEE SHEET NO. 8
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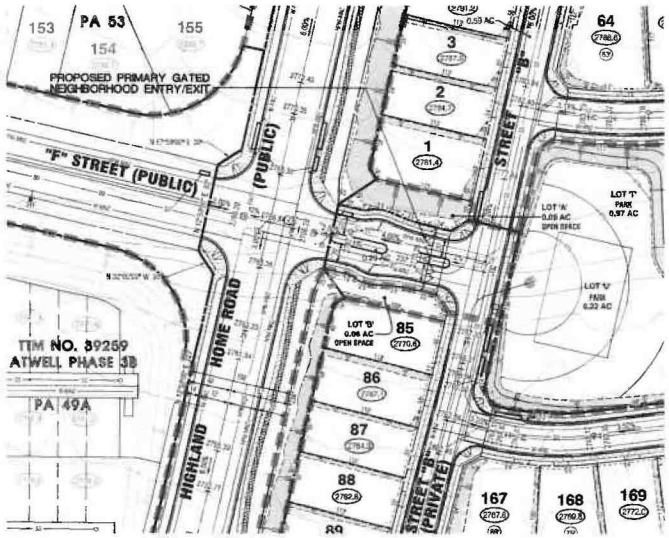
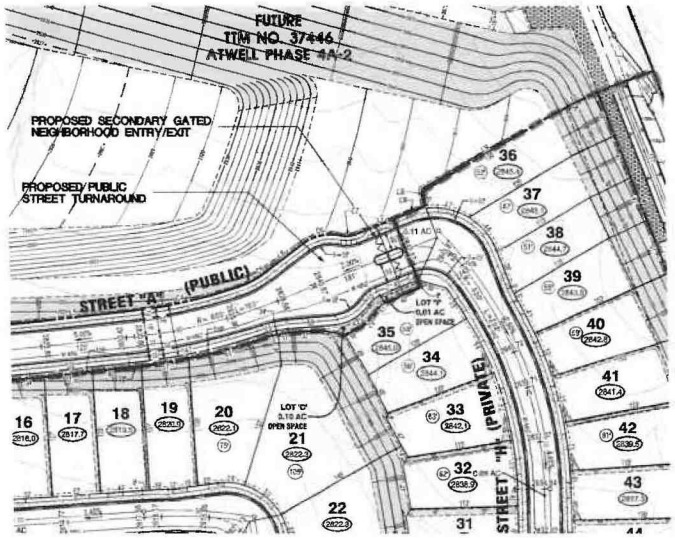
GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.
N
SCALE 1"=60'
ATWELL
PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262
P.A.'s 50A, 51, 74 & 75
TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 9 OF 12
PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262

SPECIAL NOTES:

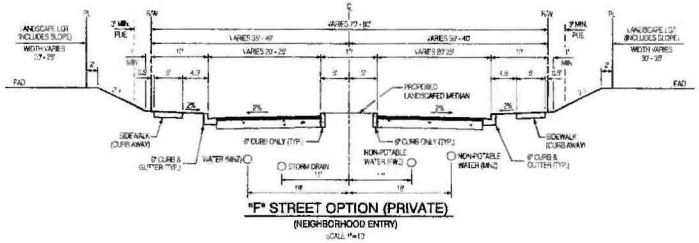
1. PROPOSED NEIGHBORHOOD ENTRIES / EXITS MAY BE GATED AS SHOWN PER DETAILS HEREON AT DEVELOPER'S DISCRETION.
2. WITH PROPOSED NEIGHBORHOOD GATED ENTRIES / EXITS OPTION, STREET "B" THROUGH "E", "F" STREET, STREET "G" THROUGH "H", AND A PORTION OF STREET "A" WILL BE PRIVATE STREETS WITH A COMMUNITY FACILITIES DISTRICT MAINTENANCE OVERLAY (CFD).

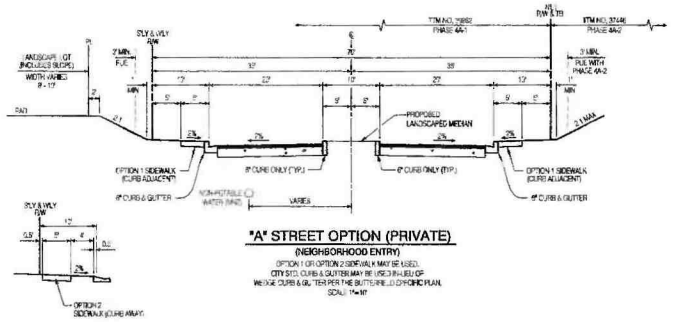


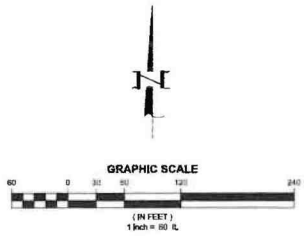
GATED ENTRY/EXIT OPTION DETAIL
"F" STREET
(SEE SHEET 7)



GATED ENTRY/EXIT OPTION DETAIL
"A" STREET
(SEE SHEET 7)







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ATWELL

PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262

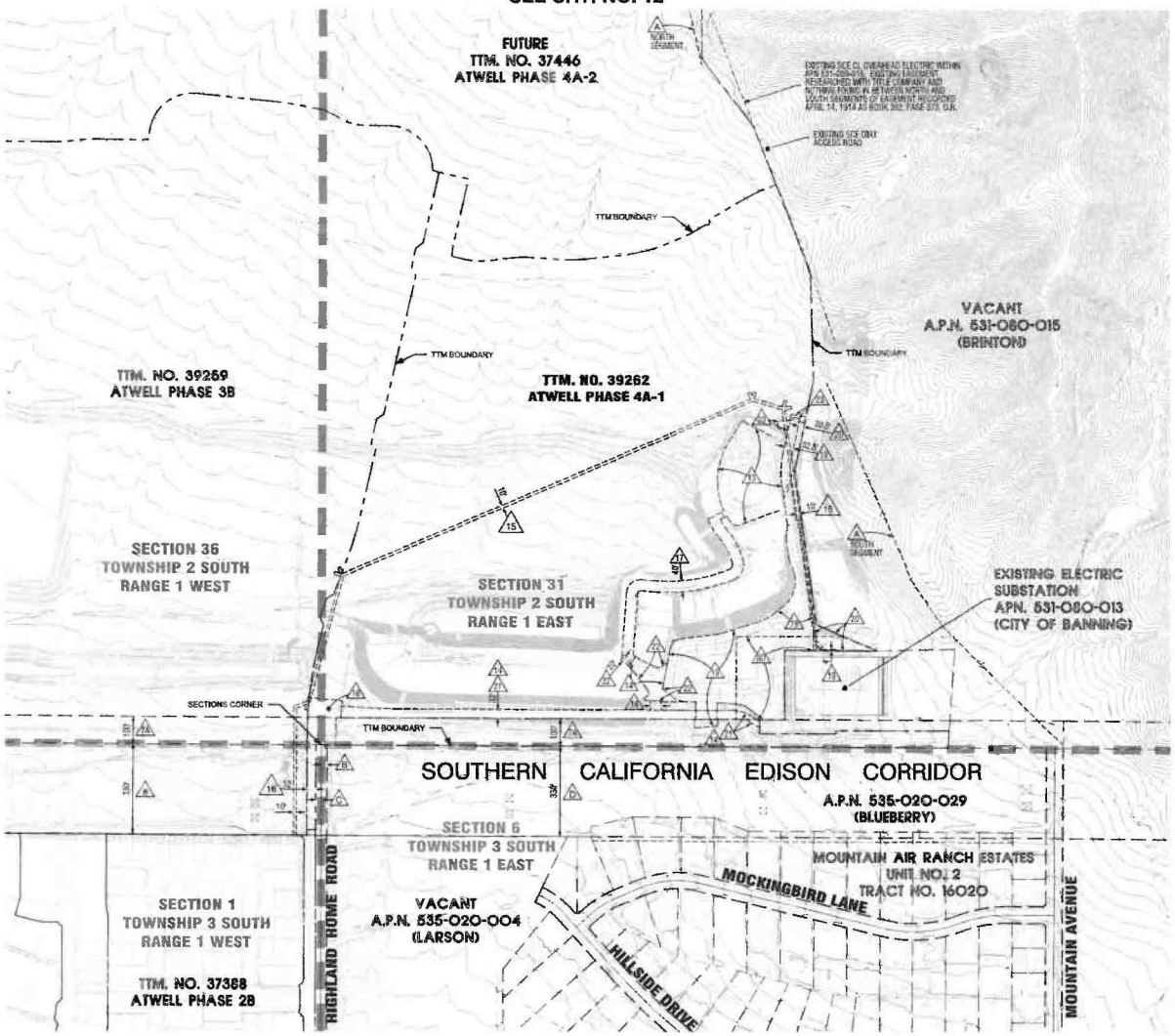
P.A.'s 50A, 51, 74 & 75

GATED ENTRIES/EXITS OPTION

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 10 OF 12

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



EXISTING EASEMENTS

5 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 AS BOOK 8, PAGE 40 OF PATENTS.
IN FAVOR OF: SOUTHERN SIERRAS POWER COMPANY
THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

6 A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.
THE LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

7A AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 9, 1946 AS BOOK 754, PAGE 84 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

8 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433 OF OFFICIAL RECORDS.
IN FAVOR OF: CALIFORNIA ELECTRIC POWER COMPANY, A CORPORATION

8D AN EASEMENT FOR STORMWATER-FLOOD CONTROL FACILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 3, 2007 AS INSTRUMENT NO. 2007-0725886 OF OFFICIAL RECORDS.
IN FAVOR OF: CITY OF BANNING, A CALIFORNIA MUNICIPAL CORPORATION
TO BE ABANDONED.

13 AN EASEMENT FOR WATER UTILITY AND INCIDENTAL PURPOSES, RECORDED JUNE 29, 2022 AS INSTRUMENT NO. 2022-0291560 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS AND ASSIGNS
TO BE ABANDONED.

14 AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 6, 2022 AS INSTRUMENT NO. 2022-0429335 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS AND ASSIGNS

15 AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0438552 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A CALIFORNIA MUNICIPAL CORPORATION, AND ITS SUCCESSORS OR ASSIGNS
TO BE ABANDONED.

16 AN EASEMENT FOR PUBLIC STREET AND UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0508418 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS OR ASSIGNS

17 AN EASEMENT FOR PUBLIC WATER UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 5, 2023 AS INSTRUMENT NO. 2023-0003706 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS OR ASSIGNS
TO BE ABANDONED.

19 AN OFFER OF DEDICATION A NON-EXCLUSIVE EASEMENT FOR USE, REPAIR, RECONSTRUCTION, REMOVAL, INSPECTION, OPERATION AND MAINTENANCE OF FLOOD CONTROL FACILITIES INCLUDING BUT NOT LIMITED TO A BASIN, SPILLWAY, STORM DRAIN LINES E1, E2 AND C AND THEIR RESPECTIVE INLETS AND OUTLETS, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 1, 2023 AS INSTRUMENT NO. 2023-0123377 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

20 AN OFFER OF DEDICATION FOR A NON-EXCLUSIVE ACCESS EASEMENT TO FLOOD CONTROL FACILITIES, INCLUDING, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125032 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

21 AN OFFER OF DEDICATION FOR A NON-EXCLUSIVE ACCESS EASEMENT TO FLOOD CONTROL FACILITIES, INCLUDING, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125037 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

22 AN OFFER OF DEDICATION FOR A NON-EXCLUSIVE EASEMENT USE, REPAIR, RECONSTRUCT, REMOVE, INSPECT, OPERATE AND MAINTAIN STORM DRAIN FACILITIES AND ALL APPURTENANT WORKS, FOR FLOOD CONTROL AND DRAINAGE PURPOSES, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0126049 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

23 AN OFFER OF DEDICATION FOR A NON-EXCLUSIVE EASEMENT FOR THE USE, REPAIR, RECONSTRUCTION, REMOVAL, INSPECTION, OPERATION AND MAINTENANCE OF FLOOD CONTROL FACILITIES AND ALL APPURTENANT WORKS, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 3, 2023 AS INSTRUMENT NO. 2023-0126324 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
TO BE QUITCLAIMED.

A AN EASEMENT HAVING AN UNDISCLOSED WIDTH FOR OVERHEAD ELECTRIC PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED APRIL 14, 1914 AS BOOK 392, PAGE 373, OF OFFICIAL RECORDS.

B DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED SEPTEMBER 11, 1905 IN BOOK 212, PAGE 190 OF OFFICIAL RECORDS.

C DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED DECEMBER 6, 1905 IN BOOK 211, PAGE 251 OF OFFICIAL RECORDS.

D AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 12, 1946 AS BOOK 722, PAGE 47 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

ATWELL
PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262
P.A.'s 50A, 51, 74 & 75
EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 11 OF 12

PREPARED FOR:
tri pointe HOMES
1256 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 628-4400

PREPARED BY:
MDS CONSULTING
5 PETTIS CANYON ROAD
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IRVINE, CA 92606
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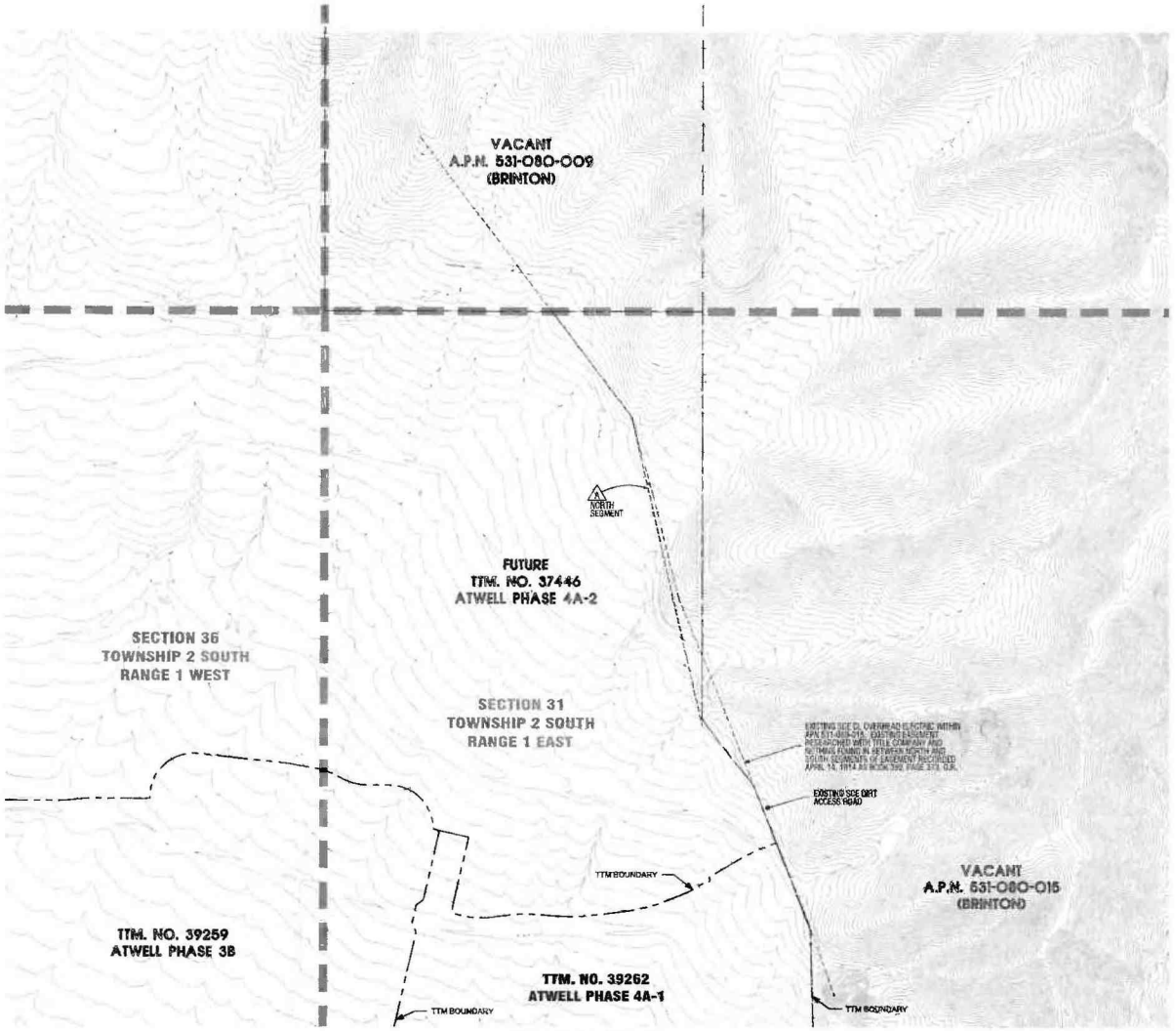
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



SEE SHT. NO. 11

EXISTING EASEMENTS

(A) AN EASEMENT HAVING AN UNDISCLOSED WIDTH FOR OVERHEAD ELECTRIC PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED APRIL 14, 1914 AS BOOK 392, PAGE 373, OF OFFICIAL RECORDS.

N

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

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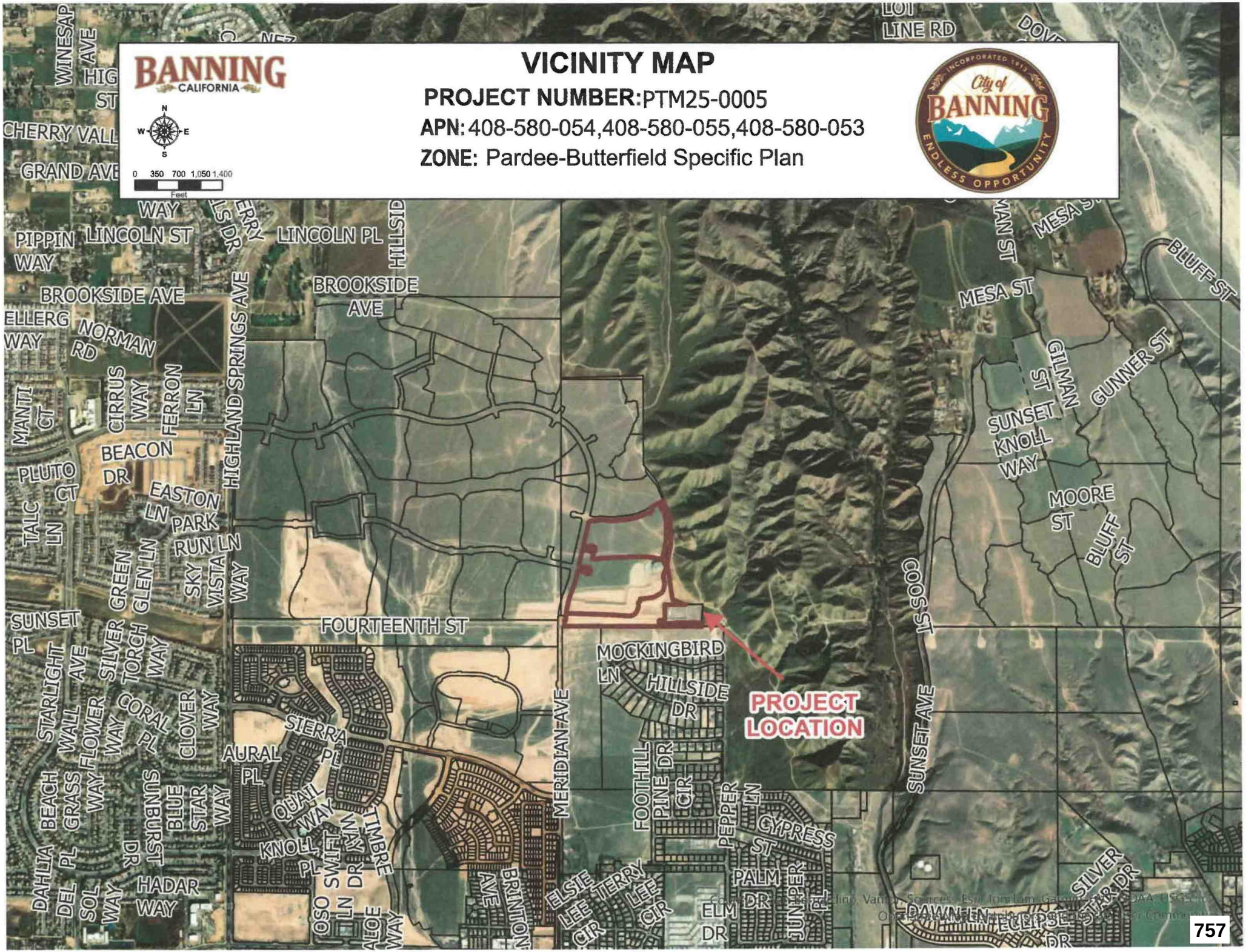
ATWELL
PHASE 4A-1 / TENTATIVE TRACT MAP NO. 39262
P.A.'s 50A, 51, 74 & 75

EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 12 OF 12

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262


BANNING
CALIFORNIA
VICINITY MAP
PROJECT NUMBER: PTM25-0005
APN: 408-580-054,408-580-055,408-580-053
ZONE: Pardee-Butterfield Specific Plan
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
N
W
E
S
0 350 700 1,050 1,400
Feet
PROJECT LOCATION
WINESAP AVE
HIGH ST
CHERRY VALLEY
GRAND AVE
PIPPIN WAY
LINCOLN ST
LINCOLN PL
HILLSIDE
BROOKSIDE AVE
ELLERG WAY
NORMAN RD
HIGHLAND SPRINGS AVE
CIRRUS WAY
FERRON LN
MANTI CT
BEACON DR
PLUTO CT
EASTON LN
PARK RUN LN
SKY VISTA WAY
TALC LN
GREEN GLEN LN
SUNSET PL
SILVER TORCH WAY
STARLIGHT AVE
WALL FLOWER WAY
CORAL PL
CLOVER WAY
BEACH GRASS WAY
SUNBURST DR
BLUE STAR WAY
DAHLIA PL
DEL SOL WAY
HADAR WAY
FOURTEENTH ST
SIERRA PL
AURAL PL
QUAIL WAY
KNOLL PL
SWIFT WAY
TIMBRE WAY
OSO LN
ALOE WAY
BRINTON AVE
MERIDIAN AVE
MOCKINGBIRD LN
HILLSIDE DR
FOOTHILL PINE DR
PINE CIR
PEPPER LN
CYPRESS ST
PALM DR
JUNIPER PL
ELM DR
ELSIE LEE CIR
TERRY LEE CIR
SUNSET AVE
COOS ST
MESA ST
BLUFF ST
GILMAN ST
GUNNER ST
SUNSET KNOLL WAY
MOORE ST
DAWN LN
ECLIPSE DR
SILVER STAR DR

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Matthew Bassi, Senior Project Planner**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Specific Plan Amendment No. 26-0001 (Amendment to Table 3-1 of the Sunset Crossroads Specific Plan)**

STAFF RECOMMENDATION:

The Planning Commission recommends the City Council take the following actions:

1. Determine that Specific Plan Amendment No. 2026-01 does not require further environmental review in accordance with Section 15183 of the California Environmental Quality Act (CEQA) Guidelines; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2026-132
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT NO. 26-0001 TO AMEND TABLE 3-1 OF THE SUNSET CROSSROADS SPECIFIC PLAN AND MAKE A DETERMINATION THAT SPECIFIC PLAN AMENDMENT NO. 26-0001 DOES NOT REQUIRE FURTHER ENVIRONMENTAL REVIEW IN ACCORDANCE WITH SECTION 15183 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES

BACKGROUND:

The Sunset Crossroads Specific Plan project was approved by the City Council on March 10, 2026, and included approval of Specific Plan No. 20-2002, General Plan Amendment No. 20-2501, Zone Change No. 20-3502, Tentative Parcel Map No. 38118, and Development Agreement. Council's approval also included certification of the Environmental Impact Report (EIR) for the project (SCH No. 2021020011). During the Planning Commission and City Council public hearings, Commissioners and Councilmembers (as well as the general public) expressed their concerns regarding the allowing industrial buildings in the specific plan area that could be used for Immigration and Customs Enforcement (ICE) detention facilities, Data Centers, and Battery Energy Storage Systems (BESS). It was believed that these specific uses can create significant land use and environmental impacts and are not a desirable use to be allowed within the Sunset Crossroads Specific Plan.

Therefore, the applicant, NP Banning Industrial LLC, in recognizing these concerns, committed to processing a minor specific plan amendment to prohibit these uses. Hence, the submittal of Specific Plan Amendment No. 26-0001. The Applicant has submitted a “Justification Letter” acknowledging their intent and understanding in this regard (refer to Attachment 3).

Planning Commission Meeting Summary:
The Planning Commission reviewed the proposed SPA 26-0001 at its September 2, 2026 meeting. There were approximately 13 speakers that provided various public comments on the proposed amendment to Table 3-1 of the Crossroads Specific Plan. After questions from the Commission to Staff and Commission discussion on the proposed amendment, Commissioner Marshall made a motion to adopt PC Resolution No. 2026-03 recommending City Council approval of SPA 26-0001 with the additional request to prohibit cold storage uses in the specific plan. Before a second to the motion could be made, Chair Castorena made an alternative motion to continue SPA 26-0001 to a future meeting and asked Planning staff to create definitions of the uses proposed to be prohibited as part of the amendment. Chair Castorena's motion did not receive a second confirmation from the other Commissioners, thus, the motion failed.

Commissioner Marshall's original motion then prevailed which was seconded by Commissioner Valdiserri. A roll call vote followed with a 4 - 1 (Castorena voting no) decision to adopt PC Resolution No. 2026-03 recommending City Council approval of SPA 26-0001 with the additional request to prohibit cold storage uses in the specific plan. The proposed Table 3-1 has been amended per the Commission's recommendation and is reflected in the attached Council Resolution (Exhibit 1).

JUSTIFICATION:

Project Summary/Analysis:
NP Banning Industrial, LLC submitted their Specific Plan Amendment No. 26-0001 on June 15, 2026, proposing to amend Table 3-1 to prohibit ICE Detention Facilities and Data Centers in the General Commercial and Industrial land use districts of the SP, and to allow the use of a BESS systems in the Industrial land use district as an ancillary use to a primary industrial use (i.e., not as a primary/stand-alone use) when required by the California Building Code. Stand-alone BESS facilities are already prohibited in Table 3-1 for the General Commercial SP District. The amended Table 3-1 reflecting these proposed changes is provided as Exhibit A to Council Resolution No. 2026-132 (Attachment 1). The changes are noted in red color font and highlighted in yellow.

Detention facilities, data centers, and stand-alone BESS facilities/systems are incompatible with the other permitted and conditionally permitted uses outlined in Table 3-1 of the Specific Plan as they could significantly impact other retail commercial and light industrial uses across the specific plan project area. A detention facility, data center, and BESS facility/system (stand-alone) would also likely result in significant local impacts and create nuisance concerns within the specific plan project area and surrounding neighborhoods.

At-Risk Determination:
The Applicant has submitted an At-Risk letter (Attachment 4) recognizing that the adopted Sunset Crossroads Specific Plan and Development Agreement approved by City Council (Ordinance No. 1618, 1619, and 1620) are subject to a current local referendum that will be placed on the November 3, 2026, general election. Although there is a referendum in process, the City Attorney has confirmed that the Applicant may proceed with this specific plan amendment.

Recognizing the Sunset Crossroads Specific Plan (including the proposed amendment) is effected by the referendum and could not be officially effective until the outcome of the referendum is determined on November 3, 2026, the City Attorney has recommended special language be added to Council Resolution No. 2026-132 that will “stay” the effective date of the Council Resolution (if approved) until after the outcome of the November 3, 2026, vote and certification of the three ballot measures. The specific language the City Attorney is recommending reads as follows (refer to Section 5 of the Resolution):

“*This City Council Resolution No. 2026-132 approving the proposed Specific Plan Amendment No. 26-0001 is contingent upon approval of Ordinances Nos. 1618, 1619, and 1620 by the electorate which are*

subject to a referendum vote on November 3, 2026. It is recommended that if ballot Measures U, V, and W all receive a majority "Yes" vote, then the City Council approval of the proposed Specific Plan Amendment No. 26-0001 via this Resolution should become effective 15 days after certification of the November 3, 2026, election. It is also recommended that should the Measures receive a majority "No" vote, then the City Council approvals of Specific Plan Amendment No. 26-0001 via this resolution should be null and void."

In summary, the Commission supported (4-1 vote) the proposed amendment to the Sunset Crossroads Specific Plan to prohibit ICE Detention Facilities, Data Centers and Cold Storage uses in the General Commercial and Industrial land use districts of the SP, and to allow the use of a BESS system in the Industrial land use district as an ancillary use to a primary industrial use (i.e., not as a primary/stand-alone use) when required by the California Building Code and has recommended City Council approval.

Required SPA Findings:

In accordance with Section 17.96.060 of the Banning Municipal Code, the City Council, upon recommendation of the Planning Commission, is required to make four (4) findings to approve the proposed specific plan amendment. The Planning Commission in their review of SPA 26-0001 recommended the City Council make the followings findings to approve SPA No. 26-0001:

A. The proposed plan is consistent with the General Plan.

Evidence: The Specific Plan Amendment is consistent with the City's General Plan in that adding prohibited uses and limiting certain uses outlined in Table 3-1 will ensure the project will continue to avoid adverse impacts, while allowing economic growth opportunities and balancing land use, circulation, housing, and economic development priorities within specific plan project. Further, the amendment to Table 3-1 to prohibit ICE Detention Facilities and Data Centers, and to limit BESS systems will continue to support development and job creation opportunities within the specific plan area as encouraged and continue to align with policies related to walkability, infrastructure upgrades, and community amenities in the General Plan.

B. The proposed plan would not be detrimental to the environment, or to the public interest, health, safety, convenience, or welfare of the City.

Evidence: An Environmental Impact Report (EIR) was prepared and certified (SCH No. 2021020011) for the Sunset Crossroads Specific Plan project that identified potentially significant impacts and included mitigation measures to reduce impacts to less than significant where feasible. The City Council determined that, with mitigation and overriding considerations, the plan would not be detrimental to the environment or public interest, health, safety, or welfare. The adopted Statement of Overriding Considerations as allowed by CEQA guidelines maintains the projects' long-term economic and community benefits. Additionally, consistent with state law requirements, the approved Specific Plan achieves a comprehensive plan for land use, circulation and infrastructure within the specific plan area and surrounding area to ensure the project accommodates necessary utilities and services to protect the public interest, health safety, convenience and welfare.

C: The subject property is physically suitable for the requested land use designation(s) and the anticipated development(s).

Evidence: The property continues to be physically suitable for the intended permitted and conditionally permitted land uses. The site is largely undeveloped, has appropriate access to major roadways, and will be served by necessary infrastructure improvements (e.g., sewer, water, streets). The project underwent geotechnical, hydrology, and environmental analyses, during the EIR review, that confirmed suitability for the scale and type of development. The proposed amendment will prohibit and limit incompatible land uses that are not physically suitable for the Plan area.

D: The proposed plan amendment shall ensure development of desirable character which will be compatible with existing and proposed development in the surrounding neighborhood.

Evidence: The Sunset Crossroads Specific Plan project design reflects desirable and compatible land uses and features, incorporating landscaping, architectural standards, buffers, and traffic planning. Adjacent uses include residential, commercial, and institutional land uses, and the project includes transitions in use intensity and design to ensure compatibility. The proposed amendment will prohibit and limit incompatible land uses that are inconsistent with the desirable character of the Plan area and the surrounding neighborhood.

CEQA Determination:

Pursuant to the California Environmental Quality Act (CEQA) (Cal. Pub. Res. Code § 21000 et seq.), the State Guidelines (14 Cal. Code Regs. § 15000 et seq.), the Planning Commission has determined that the proposed project is exempt from further environmental review per Section 15183 of the CEQA Guidelines. The proposed amendments to prohibit the ICE Detention Facilities and Data Centers, and to limit BESS systems, are consistent with the General Plan and the Sunset Crossroads Specific Plan Table 3-1 Permitted Uses. The prohibited and limited uses have the potential of causing additional environmental impact and nuisance concerns. The prohibited and limited uses are inconsistent with the other permitted and conditionally permitted in uses in Table 3-1 that were reviewed in the certified Environmental Impact Report (EIR SCH No. 2021020011) and a Notice of Exemption will be filed within 5 working days of City Council approval in accordance with CEQA law.

Notice of Public Hearing:

In accordance with Chapter 17.96.030 and 17.68 of the Banning Municipal Code, the Planning Department on September 18, 2026, published a notice of public hearing in the Record Gazette, a local newspaper of general circulation within the City of Banning, notifying the general public of the October 13, 2026 City Council meeting at which time the City Council would be considering action on Specific Plan Amendment No. 26-0001. In addition, the same notice of public hearing was also mailed to property owners within a 300-foot radius of the project site, including the Sunlakes HOA, notifying all the adjacent property owners of the October 13, 2026 City Council meeting at which time the City Council would be considering action on Specific Plan Amendment No. 26-0001. A copy of the public hearing notice is provided in Attachment 5 of the report packet. During the SPA process, staff did receive one (1) comment letter which was presented to the Planning Commission and is provided for Council consideration (refer to Attachment 6).

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Attach 1 - CC Reso 2026-132-Ex A (Table 3-1).pdf
2. Attach 2 - SP Project Area Map.pdf
3. Attach 3 - NP Banning Industrial LLC Letter of Justification.pdf
4. Attach 4 - NP Banning Industrial LLC At-Risk Letter.pdf
5. Attach 5 - NOPH CC Mtg [10-13-26].pdf
6. Attach 6 - Mitchel Tsai Comment Support Letter [9-2-26].pdf

RESOLUTION 2026-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT NO. 26-0001 TO AMEND TABLE 3-1 OF THE SUNSET CROSSROADS SPECIFIC PLAN AND DETERMINE THAT SPECIFIC PLAN AMENDMENT NO. 26-0001 DOES NOT REQUIRE FURTHER ENVIRONMENTAL REVIEW IN ACCORDANCE WITH SECTION 15183 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES

WHEREAS, the Planning Department has received a Specific Plan Amendment (SPA 26-0001) to amend Table 3-1 of the Sunset Crossroads Specific Plan from:

Applicant/Owner:	NP Banning Industrial, LLC
Project Location:	South of the I-10 and the Union Pacific Railroad, and west of Sunset Avenue
APNs:	537-110-003, -004, -005, 537-110-011 through -014, 537-120-013, 537-120-025, and 537-120-028 through -036)
Project Area:	Approximately 533.8 acres

WHEREAS, pursuant to Section 17.96.050 of the Banning Municipal Code, the City Council has the authority to review the proposed Specific Plan Amendment No. 26-0001 upon a recommendation from the Planning Commission may approve, approve with modifications, or disapprove the proposed specific plan amendment based upon the findings contained in Section 17.96.060 of the Banning Municipal Code; and

WHEREAS, the Planning Commission at a duly noticed public hearing held on September 2, 2026 reviewed Specific Plan Amendment No. 26-0001 and after public comments and deliberations the Planning Commission (4 – 1 vote) adopted PC Resolution No. 2026-03 recommending City Council approval of Specific Plan Amendment No. 26-0001 with the addition of prohibiting cold storage uses in the specific plan; and

WHEREAS, in accordance with Chapter 17.68 of the Banning Municipal Code and Government Code Sections 65353, 65854, 65090, and 65091, the Planning Department on September 18, 2026, published a notice of public hearing in the Record Gazette, a local newspaper of general circulation within the City of Banning, notifying the general public of the October 13, 2026 City Council meeting at which time the City Council would be considering action on Specific Plan Amendment No. 26-0001; and

WHEREAS, in accordance with Chapter 17.68 of the Banning Municipal Code and Government Code Sections 65353, 65854, 65090, and 65091, the Planning Department on September 17, 2026, mailed a notice of public hearing to all property owners within a 300-foot radius of the project site, including the Sunlakes HOA, notifying the adjacent

property owners of the October 13, 2026 City Council meeting at which time the City Council would be considering action on Specific Plan Amendment No. 26-0001. and

WHEREAS, in accordance with Section 17.96.050 of the Banning Municipal Code and Government Code Sections 65353 and 65855, the City Council conducted the duly noticed public hearing on October 13, 2026, at which time all interested persons had an opportunity to testify in support of, or opposition to Specific Plan Amendment No. 26-0001, and at which time the City Council received public testimony concerning Specific Plan Amendment No. 26-0001.

NOW, THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1. RECITALS:

The preceding Recitals are true and correct and made a part of this Resolution.

SECTION 2. ENVIRONMENTAL DETERMINATION:

Pursuant to the California Environmental Quality Act (CEQA) (Cal. Pub. Res. Code § 21000 et seq.), the State Guidelines (14 Cal. Code Regs. § 15000 et seq.), the Planning Commission has determined that the proposed project does not require further environmental review in accordance with Section 15183 of the CEQA Guidelines. The proposed amendments to Table 3-1 to prohibit ICE Detention Facilities, Data Centers and Cold Storage Uses, and to limit BESS systems to an ancillary use, remain consistent with the General Plan, the Sunset Crossroads Specific Plan and will not have a significant effect on the environment. Further, Specific Plan Amendment No. 26-0001 remains consistent with the original Sunset Crossroads Specific Plan Environmental Impact Report that was certified by the City Council on March 10, 2026 (SCH No. 2021020011).

SECTION 3. SPECIFIC PLAN AMENDMENT FINDINGS OF FACT:

In accordance with Section 17.96.060 of the Banning Municipal Code, the City Council, upon recommendation of the Planning Commission, hereby finds and determines that Specific Plan Amendment No. 26-0001 meets the required findings to approve the Specific Plan Amendment No. 26-0001 as follows:

A: The proposed plan is consistent with the General Plan.

Evidence: The Specific Plan Amendment is consistent with the City's General Plan in that adding prohibited uses and limiting certain uses outlined in Table 3-1 will ensure the project will continue to avoid adverse impacts, while allowing economic growth opportunities and balancing land use, circulation, housing, and economic development priorities within specific plan project. Further, the amendment to Table 3-1 to prohibit ICE Detention Facilities and Data Centers, and to limit BESS systems will continue to support development and job creation opportunities within the specific plan area as encouraged and continue to align with policies related to walkability, infrastructure upgrades, and community amenities in the General Plan.

B: The proposed plan would not be detrimental to the environment, or to the public interest, health, safety, convenience, or welfare of the City.

Evidence: An Environmental Impact Report (EIR) was prepared and certified (SCH No. 2021020011) for the Sunset Crossroads Specific Plan project that identified potentially significant impacts and included mitigation measures to reduce impacts to less than significant where feasible. The City Council determined that, with mitigation and overriding considerations, the plan would not be detrimental to the environment or public interest, health, safety, or welfare. The adopted Statement of Overriding Considerations as allowed by CEQA guidelines maintains the projects' long-term economic and community benefits. Additionally, consistent with state law requirements, the approved Specific Plan achieves a comprehensive plan for land use, circulation and infrastructure within the specific plan area and surrounding area to ensure the project accommodates necessary utilities and services to protect the public interest, health safety, convenience and welfare.

C: The subject property is physically suitable for the requested land use designation(s) and the anticipated development(s).

Evidence: The property continues to be physically suitable for the intended permitted and conditionally permitted land uses. The site is largely undeveloped, has appropriate access to major roadways, and will be served by necessary infrastructure improvements (e.g., sewer, water, streets). The project underwent geotechnical, hydrology, and environmental analyses, during the EIR review, that confirmed suitability for the scale and type of development. The proposed amendment will prohibit and limit incompatible land uses that are not physically suitable for the Plan area.

D: The proposed plan amendment shall ensure development of desirable character which will be compatible with existing and proposed development in the surrounding neighborhood.

Evidence: The Sunset Crossroads Specific Plan project design reflects desirable and compatible land uses and features, incorporating landscaping, architectural standards, buffers, and traffic planning. Adjacent uses include residential, commercial, and institutional land uses, and the project includes transitions in use intensity and design to ensure compatibility. The proposed amendment will prohibit and limit incompatible land uses that are inconsistent with the desirable character of the Plan area and the surrounding neighborhood.

SECTION 4. CITY COUNCIL ACTION:

Based on the foregoing findings and substantial evidence in the whole of the record, including the application materials, project plans, staff report, environmental documentation, written and oral testimony, the City Council hereby adopts Resolution No. 2026-132 approving Specific Plan Amendment No. 26-0001 to amend Table 3-1 of the

Sunset Crossroads Specific Plan attached hereto and incorporated herein by reference as Exhibit A of this Resolution.

SECTION 5. EFFECTIVE DATE OF APPROVAL:

This City Council Resolution No. 2026-132 approving the proposed Specific Plan Amendment No. 26-0001 is contingent upon approval of Ordinances Nos. 1618, 1619, and 1620 by the electorate which are subject to a referendum vote on November 3, 2026. It is recommended that if ballot Measures U, V, and W all receive a majority "Yes" vote, then the City Council approval of the proposed Specific Plan Amendment No. 26-0001 via this Resolution should become effective 15 days after certification of the November 3, 2026, election. It is also recommended that should the Measures receive a majority "No" vote, then the City Council approvals of Specific Plan Amendment No. 26-0001 via this resolution should be null and void.

PASSED, APPROVED AND ADOPTED this 13th day of October, 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 for the City of Banning City Council, do hereby certify that the foregoing Council Resolution No. 2026-132, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October, 2026, by the following, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Sunset Crossroads Table 3-1

Table 3-1 Permitted, Conditionally Permitted, Ancillary, and Prohibited Uses

USE LEGEND: P: PERMITTED BY RIGHT | C: CONDITIONAL USE | A: ANCILLARY | X: PROHIBITED			
Use	**General Commercial (Planning Area 1)**	**Industrial (Planning Areas 2, 3, 4, 5, 6, 7, 89 & 10)**	**Notes**
Recreation, Education, and Public Assembly			
Go-Cart racetrack	P	X	
Billiard parlors/pool halls	C	X	
Religious Facilities	C	C	
Community centers	C	X	
Day care centers	P	A	
Health/fitness facilities	P	A	
Indoor recreation centers	P	X	
Libraries	P	P	
Membership organization facilities	P	C	
Museums	P	C	
Outdoor commercial recreation	P	X	
Public parks, outdoor spaces, and playgrounds	P	X	
Recreational vehicle (RV) storage	X	P	
Sport facilities and outdoor public assembly	C	X	
Studios for dance, art, music, photography, etc.	P	C	
Theatres and meeting halls	C	C	
Retail Uses			
Accessory retail uses	P	P	
Alcoholic beverage sales, on- or off-site	C	X	
Amusement Halls/Pools Halls	C	X	
Antique stores	P	X	
Art galleries	P	X	
Auto, mobile home, and motor vehicle sales, with or without part sales, new and/or used	X	C	
Auto, mobile home, and motor vehicle part sales	X	X	
Bakeries, retail	P	X	
Bars and drinking establishments	C	X	
Certified farmers' markets	P	P	
Convenience stores, with liquor sales	C	X	
Convenience stores, no liquor sales	P	X	

USE LEGEND: P: PERMITTED BY RIGHT | C: CONDITIONAL USE | A: ANCILLARY | X: PROHIBITED			
Use	**General Commercial (Planning Area 1)**	**Industrial (Planning Areas 2, 3, 4, 5, 6, 7, 89 & 10)**	**Notes**
Department stores	P	X	
Drive-in/drive-through sales	C	X	
Drug stores	P	X	
Factory outlet centers	P	X	
Farm and ranch supply stores	P	X	
Furniture, furnishings, home equipment stores	P	X	
Gift shops	P	X	
Grocery stores, retail butchers and green grocers	P	X	
Hardware/lumber/building material stores	P	X	e.g., Ace Hardware, The Home Depot, etc. with corresponding ancillary outdoor storage for these uses.
Liquor stores (off-site consumption)	C	X	
Outdoor retail merchandise display and activities	C	X	
Pawn shops	X	X	
Pet stores and grooming	P	X	
Restaurants, no beer, wine or liquor sales	P	A	Ancillary to an industrial building i.e.: Cafeteria
Restaurants, serving beer, wine or liquor	P	A	Ancillary to an industrial building i.e.: Cafeteria
Restaurants, drive-in, take-out, fast food	P	A	Ancillary to an industrial building i.e.: Cafeteria
Retail stores, general merchandise	P	X	
Second hand/thrift stores	C	X	
Shopping centers, 15,000 square feet or more	P	X	
Warehouse or club stores (i.e., "Big box stores")	P	X	
Services			
Automatic teller machine (ATM), not at a bank	P	X	
Banks and financial establishments/services	P	X	
Barber shops and beauty shops	P	A	
Bed and breakfast establishments	C	X	
Business support/secretarial services	P	X	

USE LEGEND: P: PERMITTED BY RIGHT | C: CONDITIONAL USE | A: ANCILLARY | X: PROHIBITED			
Use	**General Commercial (Planning Area 1)**	**Industrial (Planning Areas 2, 3, 4, 5, 6, 7, 89 & 10)**	**Notes**
Car wash	P	A	
Construction storage (indoor and/or outdoor)	X	C	
Drive-in and drive-through services	P	X	
Dry cleaning, retail	P	A	
Equipment rental yards	X	P	
Fortune-Telling	C	X	
Government offices	P	X	
Hookah and Smoking Lounges	C	C	
Hotels and motels, including extended stay	P	X	
Laundry, coin operated	P	X	
Massage Establishment	P	X	
Medical services, clinics and labs	C	X	
Professional offices	P	P	
Public parking	P	P	
Public utility and safety facilities	P	P	Including Fire Station, Reverse Osmosis Facility, Potable Water Reservoir, and Electrical Substation.
Real estate offices	P	X	
Repair and maintenance of consumer products	P	X	
Repair and maintenance of motor vehicles, including auto body	X	P	
Research and development facilities	X	P	
Storage, accessory, including self-storage	X	P	
Tattoo and Body Piercing Studios	C	X	
Travel Centers	P	X	Gas, Diesel, Electric, CNG, Car Wash, Retail/Fast Food
Urgent Care	P	X	
Vehicle Repair Facilities with or without eight (8) or fewer fueling stations [Automobile or Truck]	X	A	Limited to basic maintenance such as tire repairs, oil changes, and other minor non-engine vehicle maintenance.
Veterinary clinics, animal hospitals, grooming	P	X	
Manufacturing and Processing Uses			
Assembly from prefabricated parts or products	C	P	
Auto wrecking/parts salvaging	X	X	

USE LEGEND: P: PERMITTED BY RIGHT | C: CONDITIONAL USE | A: ANCILLARY | X: PROHIBITED			
Use	**General Commercial (Planning Area 1)**	**Industrial (Planning Areas 2, 3, 4, 5, 6, 7, 89 & 10)**	**Notes**
Bakeries, wholesale	X	P	Wholesale only, no small bakeries.
Breweries and distilleries	P	P	
Breweries and distilleries, with bar and/or restaurant in same building.	P	P	
Cabinet shops, carpentry, furniture manufacturing and assembly	X	P	
Ceramics manufacturing and assembly	X	P	
Cleaning and dyeing plants	X	C	
Contractor's storage yards	X	P	
Creameries and dairies	X	C	
Distribution	X	P	
Food products manufacturing	X	P	
Furniture and fixtures	X	P	
Garment and shoe manufacturing	X	P	
Ice and cold storage	X	~~P~~ X	Not including cooled/chilled or frozen foods/products distribution facilities
Laundries and dry-cleaning plants	C	P	
Lumber yards	X	P	Primarily wholesale to the trade, limited retail sales, outdoor storage.
Machining, welding and blacksmithing	X	P	
Manufacturing facilities, light	X	P	
Manufacturing facilities, heavy	X	X	
Metal plating shops	X	X	
Mixed-use office/industrial	X	P	
Mixed-use industrial/commercial	X	P	
Packing plant	X	X	
Printing/publishing	P	P	
Recycling facilities	X	P	
Recycling—Reverse vending machines	P	P	
Sheet metal shops	X	P	
Stone and granite storage and sales	X	P	
Storage yard	X	P	
Tire recapping, retreading and storage	X	C	

USE LEGEND: P: PERMITTED BY RIGHT | C: CONDITIONAL USE | A: ANCILLARY | X: PROHIBITED			
Use	**General Commercial (Planning Area 1)**	**Industrial (Planning Areas 2, 3, 4, 5, 6, 7, 8, 9 & 10)**	**Notes**
Truck (commercial) repair, towing, parking, storage and service	X	P	
Trucking yard or terminal	X	P	
Warehousing	X	P	
Wholesaling	X	P	
Other Uses			
Commercial or telecommunications antennae	P	P	
Public utility facilities	P	P	Including Electrical Substation, Fire Station, Potable Water Reservoir, and Reverse Osmosis Water Treatment Facility
Cannabis Commercial Indoor Cultivation [4]	X	C	
Cannabis Manufacturing Level 1 [4]	X	C	
Cannabis Retailer [4]	C	X	
Cannabis Testing Laboratory [4]	X	C	
Cannabis Distribution Facility [4]	X	C	
Plant nurseries, with on-site sales	P	X	
Plant nurseries, without on-site sales	C	X	
Commercial cargo/storage containers	C	P	
Additional Uses Not Listed in City's Ordinance			
Recreational Uses within fully enclosed building with ancillary outdoor activities.	P	P	
Linen and Uniform Supply	X	P	
Battery Energy Storage System (BESS)	X	P	Permitted exclusively to serve project energy use when required by California Building Code. Otherwise, prohibited.
Distribution warehouses, general warehouses, and e-commerce fulfillment centers, for dry goods	X	P	
Distribution warehouses, general warehouses, and e-commerce fulfillment centers for chilled, cooled, or frozen goods	X	P X	
Immigration and Customs Enforcement (ICE) detention facility	X	X	
Industrial Robotics Manufacturing and Assembly	X	P	

USE LEGEND: P: PERMITTED BY RIGHT | C: CONDITIONAL USE | A: ANCILLARY | X: PROHIBITED			
Use	**General Commercial (Planning Area 1)**	**Industrial (Planning Areas 2, 3, 4, 5, 6, 7, 8, 9 & 10)**	**Notes**
Data processing centers and data storage services	X	~~P~~X	For purposes of this Specific Plan, data processing center is defined as *a facility primarily used for the housing, processing, and storage of computer servers, networking equipment, and associated infrastructure to support enterprise, cloud or internet-based computing services.*
Computer and electronic parts manufacturing and assembly	X	P	
Machinery manufacture	X	P	
Day/health spa	P	X	
Freeway Oriented Freestanding Signs[3]	P	P	
Indoor Go Kart Racing Tracks	P	X	
Indoor Trampoline Parks and/or Indoor Obstacle Courses, Climbing Walls/Gyms	P	X	
Indoor, Man-made Surf and Wave Recreation	P	X	

Notes:

[1] Uses permitted within Planning Area 11 include a 5.0-acre public park, natural open space, trails, and landscaping. Planning Area 12 shall include open space areas which may include trails, as well as a possible Reverse Osmosis Facility Site and Fire Station site.

[2] Development within Planning Areas 13, 14, 15, 16, 17, 18, and 19 shall be limited to grading associated with drainage crossings by roadways and/or fuel modification activities.

[3] Freeway Oriented Freestanding Signs are permitted within Planning Areas 1, 6, and 7 and may be constructed as electronic/digital message board pylon signs consistent with the Specific Plan Sign Program.

[4] Subject to Banning Municipal Code Requirements: Chapters 5.33, 5.35, 17.53 and 17.54.


BANNING
CALIFORNIA
PROJECT NUMBER: SP 20-2002,GPA 20-2501,ZC 20-3502,TPM 38118
VICINITY MAP
APN: 537-110-003 THROUGH -005, 537-110-011 THROUGH -014,
537-120-013, 537-120-025, AND 537-120-028 THROUGH -036
ZONE: General Commercial(GC), Low Density Residential(LDR), High Density Residential(HDR),
Medium Density Residential(MDR), Open Space - Parks(OS-P), Open Space - Resources(OS-R)
N
W
E
S
0 250 500 750 1,000
Feet
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
PROJECT LOCATION
UNION PACIFIC RAILROAD
RAMSEY ST
LINCOLN ST
WESTWARD AVE
SUNSET AVE
BOBCAT RD
LAIRD ST
HILLTOP DR
CHIPMUNK TRL
HILL RD
BAY
WENDY CT
ELLEN WAY
MARIAN WAY
DAWN WAY
APEX ST
APEX AVE
FIFTH ST
C ST
JACINTO VIEW RD
SUNRISE CT
WILLIAMS ST
PARK AVE
MT VIEW AVE
HAYS ST
SUNRISE AVE
COTTONWOOD RD
GENEVA ST
ROBERGE AVE
NORTHWOOD AVE
SANDPIPER ST
BROOKLAWN DR
ROLLING HILLS AVE
SKYVIEW CIR
SILVER LAKES AVE
MEADOW LAKE LN
SALEM CIR
RIVIERA AVE
SHOAL CREEK ST
SUN LAKES BLVD
OAKHURST AVE
TWIN HILLS DR
LINKS AVE
BIG SPRING DR
PINEHURST DR
TORREY PINES RD
COUNTRY CLUB DR
BERMUDA DUNES AVE
PALMER DR
HOGAN AVE
OAKLAND HILLS DR
OLYMPIC AVE
LONG COVE RD
GLENN ABBEY WAY
CASTLE PINES AVE
HILTON HEAD DR
SAVANNAH DR
RODRIGUEZ AVE
LAGUNA SECA CT
ALLIN LN
BARBER CT
SAINT CROIX WAY
SILVERADO AVE
FAIRWAY OAKS AVE
TREVINO WAY
BOCA WEST AVE
HIGHLAND HOME RD
MISSION HILLS DR
CRENSHAW CIR
CRYSTAL DOWNS ST
WOODLANDS DR
SCIOTO CT
MASTERS DR
BIRDIE DR
SINGING HILLS DR
SHEEHAN CIR
RIO BRAVO DR
SOBOBA DR
SUNSHINE ST
MOHAWK RD
SPRING PL
WEATHER WAY
WOODLAND AVE
JEFFERSON ST
SUMMER SET CIR
AUTUMN WAY
DUSK CT
RAINBOW LN
23RD ST
22ND ST
NONPAREIL AVE
EXCELSIOR AVE
VICTORY AVE
TURTLE DOVE LN
County of San Bernardino, Maxar
774

NP BANNING INDUSTRIAL, LLC

August 6, 2026

Matthew Bassi
Interim Community Development Director
City of Banning
Community Development Dept
99 E. Ramsey Street
Banning, CA 92220

Re: Justification Letter – Specific Plan Amendment

Dear Mr. Matthew Bassi,

NP Banning Industrial, LLC is submitting a Specific Plan Amendment Application to amend the Sunset Crossroad Specific Plan pursuant to a letter issued by NP Banning Industrial, LLC to Hon. Mayor and City Council of City of Banning on June 4, 2026.

The application is intended to modify Table 3-1 of the Sunset Crossroad Specific Plan to list Data Processing Centers, and Immigration and Customs Enforcement (ICE) detention facilities as prohibited uses under the Specific Plan. In addition, to limit Battery Energy Storage Systems (BESS) exclusively to serve project energy use when required by California Building Code and otherwise prohibit BESS in the Specific Plan.

The proposed project is consistent with the adopted General Plan and the Sunset Crossroad Specific Plan and is therefore exempt from further environmental review pursuant to Section 15183 of the CEQA Guidelines. The Specific Plan Amendment identifies the uses that are inconsistent with the other permitted and conditionally permitted uses in Table 3-1 and prohibits those uses accordingly.

Please contact us with any questions or comments.

Very truly yours,

Nathaniel Hagedorn

3315 N Oak Trafficway
Kansas City, MO 64116

www.BeyondTheContract.com

NP BANNING INDUSTRIAL, LLC

August 6, 2026

Matthew Bassi
Interim Community Development Director
City of Banning
Community Development Dept
99 E. Ramsey Street
Banning, CA 92220

Re: At-Risk Acknowledgment – Sunset Crossroads Specific Plan (Case No. SP 20-2002)

Dear Mr. Matthew Bassi,

On behalf of NP Banning Industrial, LLC ("Applicant"), and in connection with the submittal of Specific Plan Amendment application materials for the Sunset Crossroads Specific Plan project (the "Project"), Applicant submits this At-Risk Letter to acknowledge the following:

1. Applicant understands and acknowledges that the Project's entitlement approval is currently subject to a local referendum.
2. Applicant understands and acknowledges that the referendum will be decided at the midterm elections scheduled for November 3, 2026, and that the results are expected to be certified approximately thirty (30) days following the election.
3. As the Project applicant, Applicant expressly acknowledges that the outcome of the referendum may affect the development of the commercial site associated with the Project.
4. Applicant nonetheless elects to proceed with the submittal and processing of the Specific Plan Amendment Application, with full knowledge of the pending referendum and its potential impact on the entitlement approval and the future development of the Project. Applicant assumes all costs, delays, and other risks associated with continued processing during the pendency of the referendum and its certification.

Applicant respectfully requests that the City continue to process the Project resubmittal in parallel with the referendum proceedings. Please contact the undersigned with any questions.

Very truly yours,

Nathaniel Hagedorn

3315 N Oak Trafficway
Kansas City, MO 64116

www.BeyondTheContract.com

CITY OF BANNING

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing on Tuesday, October 13, 2026, to discuss the project described below. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

PROJECT TITLE/APPLICANT: SPECIFIC PLAN AMENDMENT NO. 26-0001/NP BANNING INDUSTRIAL LLC

PROJECT DESCRIPTION: The purpose of this hearing is to consider NP Banning Industrial LLC's proposal of an amendment to the Sunset Crossroads Specific Plan Land Use Table 3-1, to prohibit ICE Detention Facilities, Data Centers, and Cold Storage uses within the General Commercial and Industrial land use districts, and limit Battery Energy Storage System (BESS) facilities within the Industrial land use district as an ancillary use.

The Planning Commission reviewed the proposed project at its meeting of September 2, 2026, and voted 4 to 1 to recommend to the City Council to approve the proposed amendments to the Sunset Crossroads Specific Plan Land Use Table 3-1.

ENVIRONMENTAL DETERMINATION: Pursuant to the California Environmental Quality Act (CEQA) (Cal. Pub. Res. Code § 21000 et seq.), the State Guidelines (14 Cal. Code Regs. § 15000 et seq.), City Staff have determined that the proposed project is exempt from further environmental review per Section 15183 of the CEQA Guidelines. The proposed amendments to prohibit the ICE Detention Facilities and Data Centers, and to limit BESS systems, are consistent with the General Plan and the Sunset Crossroads Specific Plan Table 3-1 Permitted Uses. The prohibited and limited uses have the potential of causing additional environmental impact and nuisance concerns. The prohibited and limited uses are inconsistent with the other permitted and conditionally permitted in uses in Table 3-1 that were reviewed in the certified Environmental Impact Report (EIR SCH No. 2021020011) and a Notice of Exemption will be filed.

REVIEW OF PROJECT INFORMATION: The proposed amendment documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Clerk by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the Planning Commission as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3102. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3102.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.
Matthew Bassi — Dated: September 14, 2026
Interim Community Development Director — Publish: September 18, 2026

P: (626) 314-3821
E: info@mitchtsailaw.com

Mitchell M. Tsai
Law Firm

139 S. Hudson Ave., Suite 200
Pasadena, California 91101

VIA E-MAIL

September 2, 2026

City of Banning
City Clerk
99 E. Ramsey Street
Banning, CA 92220
Em: cityclerks@banningca.gov

RE: City of Banning, Sunset Crossroads Specific Plan (SCH# 2021020011 Agenda Item 4.1).

Dear City Clerk,

On behalf of the Western States Regional Council of Carpenters ("**Western Carpenters**" or "**WSRCC**"), my Office is submitting these comments for the City of Banning's Planning Commission meeting addressing the Sunset Crossroads Specific Plan (SCH # 2021020011, Agenda item 4.1) ("**Project**").

WSRCC would like to express its support for this Project. After further reviewing this Project, WSRCC believes that the Project will benefit the environment and the local economy by practicing protocols that will protect worker health and safety and will incorporate adequate environmental mitigation.

Please feel free to contact my Office if you have any additional questions or concerns.

Sincerely,

Mitchell M. Tsai
Jeremy H. Herwitt

Attorneys for Western States Regional
Council of Carpenters

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Nate Smith, Development Services Director** **Art Vela, Director of Public Works**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration of a Joint Resolution of the City Council of the City of Banning, the Banning Utility Authority, and the Successor Agency of the City of Banning, Approving and adopting the 2027-2031 Capital Improvement Program including 2027 Capital Improvement Appropriations**

STAFF RECOMMENDATION:

Adopt Joint Resolution 2026-138, 2026-09UA, and 2026-03SA

BACKGROUND:

As part of the annual operating budget acted on by the City Council, the City of Banning also includes a 5-year Capital Improvement Program (CIP) that identifies the capital needs of the City over the 5-year planning horizon and appropriates funding to implement the capital projects during the adopted budget cycle. For this current fiscal year, the City Council adopted the operating budget at the September 22nd City Council meeting without the CIP component. This item will identify the projects proposed for funding in Fiscal Year 2026/2027. Future needs for Fiscal Years 2028 through 2031 are identified but not funded in this proposal.

CIP Format

The CIP is formatted based on the accounting funds that each project would utilize for its construction. The General Fund (Fund 001) is listed first, with special revenue funds and utility funds following. Any fund or department not listed means that no capital expenses are anticipated over the 5-year planning horizon. The CIP sheet lists previously appropriated monies from past budget cycles and City Council authorizations that are necessary to complete the project, for information only. No Council action is required regarding the Remaining Previously Appropriated Budget column. Requested appropriations for Fiscal Year 2027 are identified in their own column. Planned, but not appropriated funds, for fiscal years 2028-2031 are identified in their own columns as well. Staff has determined that there are necessary projects to complete that do not have a funding source in the 5-year planning horizon, and those are listed for reference in the Unfunded Capital Improvement Projects columns and excluded from the 5-Year CIP project totals. If there is money for a project from outside the accounting fund for a capital project, those outside funds are identified in the Non-Reserves Funding Totals. The last column represents the amount of fund reserves required to complete a particular project.

General Fund (001)

Given the negative fund balance in the General Fund, staff removed all Capital Improvement Projects

that require appropriation from the General Fund to complete them. In this budget cycle, no projects are proposed for funding from the General Fund. However, one project is listed under the General Fund for the Refuse Program to purchase Big Belly Containers, which are waste and recycling stations that compact discarded items to hold up to five times more volume than a standard trash can. The project will be funded by a Beverage Container Recycling Grant. The estimated project cost is $27,016.

If other grant opportunities arise that may implement a future item within this fund, the CIP can be amended to authorize that project, dependent on future City Council direction and action.

Special (Restricted) Revenue Funds (Funds 100, 101, 102, 110, 132, 451)

Projects in these funds utilize restricted revenues to construct capital projects. For this CIP program, the identified projects are proposed to use grants and other restricted non-reserve funding sources to complete the work. The requested appropriations are offset from outside funding sources, generally on a reimbursement basis, that do not require allocation from the individual fund balances. Significant new projects include the following:

-
  - San Gorgonio/URPP Railroad Safety Upgrade (offset by State Section 130 funding)
  - HSIP Citywide Traffic Signal Upgrades (offset by HSIP grant and Measure A funding)
  - HSIP Citywide Crosswalk Upgrades (offset by HSIP grant and Measure A funding)
  - HSIP Wilson/12th Crosswalk Safety Upgrade (offset by HSIP grant and Measure A funding)
  - Sun Lakes Boulevard Extension (offset by Measure A funding)
  - Roadway maintenance project (offset by Measure A and SB1 Funding)
  - CDBG funded parks projects at Sylvan, Dysart, Senior Center, and Nutrition Site
  - Electric vehicle purchases offset by AQMD revenues

The proposed appropriation for the Special Revenue Funds is $6,031,723.

Enterprise Funds (610, 660, 661, 670, 673, 680, 681, 682, 683)

The Transit Fund (Fund 610) requests appropriations for several projects identified in the Short-Range Transit Plan and STA funding plans, including vehicle purchases, vehicle upgrades, operations support, and facilities upgrades. Each request includes an offset from State sources (TIRCP, STA, Caltrans) and regional funding (RCTC, WRCOG). No funding request would require allocation from the proposed fund reserve. Most grants are reimbursement-based. The proposed appropriation for the Transit Fund is $7,845,012.

The Water Utility (Funds 660, 661) requests appropriation of rate-supported projects totaling $775,000. These projects were included in the previous rate study and complete work identified and supported by current water rates. Those projects include:

-
  - Well M-7 repairs
  - San Gorgonio Flume Support
  - Well C-4 Repairs
  - Well C-3 Repairs

The following requested appropriations use reserves from Fund 660, totaling $1,785,000, from the current fund balance of $49,992,000.

-
  - SCADA (system communications and operations) upgrades
  - Chromium 6 Compliance – Dynamic Well Profiling
-

The following projects are proposed to use the Water Development Impact Fee (DIF) Fund 661, which has a current fund balance of $2,021,000, for a total of $550,000.

- Well C9 Siting Study and Planning/Design services

The Electric Improvement Fund (Fund 673) requests appropriation of projects that are rate, grant, or development deposit supported. Rate-funded projects are appropriated from a component of the user rates assessed within Fund 670. The FY 2026/27 budget transfer of $3,000,000 from Fund 670 to Fund 673 supports capital maintenance and improvements. The CIP proposes $1,982,500 in projects, and the remaining revenue balance will partially address a negative fund balance in Fund 673. Projects proposed include:

- System Studies, Equipment, Maintenance, and Testing
- Distribution System Automation
- Underground Cabling Replacement
- Transmission and Distribution Pole Replacement
- Grid Hardening in Banning Canyon
- Airport Substation Decommissioning

Additional projects proposed in Fund 673 include grant-supported projects and projects associated with a developer deposit. Contributions in Aid of Construction are direct payments received by development projects from the Electric Utility, where the Electric Utility will construct facilities that will be accepted as capital improvements by the utility. These act as pass-through costs and do not have a rate impact or a fund balance impact. These projects include:

- Transmission Pole Replacement
- Indian Health Clinic Design and Service Support
- Mias Canyon Line Hardening and Wildfire Mitigation (Department of Homeland Security Grant)

The proposed appropriation for the Electric Capital Fund is $4,408,000. No capital projects are proposed from Fund 670 (Electric Fund) or Fund 675 (Public Benefits).

The Wastewater Utility (Funds 680, 681, 682, 683) requests appropriation of projects that are rate supported, grant supported, and DIF supported. The requested appropriation for these projects is $6,500,000. The following projects were included in the previous rate study and complete work identified and supported by current wastewater rates. Those projects include:

- Wastewater Treatment Plant Upgrades (Design)
- Equipment Replacement and Rehabilitation

The requested appropriations use reserves from Fund 680, totaling $1,575,000, from the current fund balance of $22,660,000. The Equalization Basin also includes a federal EPA grant to offset $1,250,000 of anticipated construction expenses.

- Equalization Basin
- Westward Lift Station Rehabilitation

The following projects are proposed to utilize the Wastewater Development Impact Fee (DIF) Fund 681 in the amount of $2,000,000 from the current fund balance of $10,868,000.

- Equalization Basin

The following projects are proposed to use the Wastewater Tertiary Fund (Fund 682), supported by a portion of current Wastewater Rates from the current rate study, in the amount of $4,500,000, from a current fund balance of $8,064,000.

- Wastewater Treatment Plant Upgrades

Interservice Funds (702, 703, 704)

Interservice Funds (Fleet, IT, Building Maintenance) utilize funding from all departments that pay a portion of the overall project cost that can be reasonably allocated to them, including the General Fund. Given the negative fund balance within the General Fund, staff has removed all Capital Improvement Projects that require any appropriation from the General Fund in order to complete them. In this current budget cycle, there are no proposed projects from the Interservice Funds.

If a grant opportunity arises that may implement a future item within this fund, the CIP can be amended to authorize that project, dependent on future City Council direction and action.

JUSTIFICATION:

Adoption of the Capital Improvement Program is a necessary component of the City's Annual Budget. City Council can approve revisions to the CIP throughout the year as project scopes, costs, or needs emerge.

FISCAL IMPACT:

The fiscal impact of adopting the Fiscal Year 2026/2027 Capital Improvement Program varies for each of the representative funds. In total, the CIP proposes $35,996,751 in new appropriations for Fiscal Year 2026/2027, with $32,636,751 offset by grants, utility rates, restricted funds, and DIF, and fund reserve appropriations totaling $3,360,000 from Fund 660 (Water Operations) and Fund 680 (Wastewater Operations).

The CIP proposes no General Fund appropriations, except for grant-funded Refuse Program big-belly trash containers that are fully offset.

Expenditures for each Project will be authorized in accordance with City of Banning Purchasing Policy B-30 and will likely require City Council approval of contractor and professional service agreements.

ATTACHMENTS:

1. Reso_2026-138__2026-09UA__2026-03SA.docx
2. Reso 2026-138, 2026-09UA, 2026-03SA Exhibit A - CIP 5 Year 2027-2031.pdf
3. City of Banning Fund Index.pdf
4. Reso 2026-138, 2026-09UA, 2026-03SA PHN.pdf

RESOLUTION 2026-138, 2026-09UA, AND 2026-03SA

JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, THE BANNING UTILITY AUTHORITY, AND THE SUCCESSOR AGENCY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AND ADOPTING THE FISCAL YEARS 2027-2031 5-YEAR CAPITAL IMPROVEMENT PROGRAM INCLUDING 2027 CAPITAL IMPROVEMENT APPROPRIATIONS

WHEREAS, the City Council adopted Joint Resolutions 2026-131, 2026-08UA, and 2026-02SA on September 22, 2026, for the Annual Operating Budget for Fiscal Year 2026/2027 that did not include the 5-Year Capital Improvement Program and was informed that the 5-Year Capital Improvement Program would be brought back for consideration in October 2026; and

WHEREAS, it is essential that the City of Banning adopt a 5-Year Capital Improvement Program establishing expenditures for capital improvements and identifying the funding sources for each project in accordance with adopted budgets and fiscal policies; and

WHEREAS, the Public Works Director has submitted the 5-Year Capital Improvement Program for Fiscal Years 2026/2027 through 2030/2031 to the City Council, the Banning Utility Authority, and the Successor Agency of the City of Banning in accordance with the Banning Municipal Code and applicable State laws; and

WHEREAS, the City Council, Banning Utility Authority, and the Successor Agency of the City of Banning are statutorily responsible for formally approving and adopting the 5-Year Capital Improvement Plan to ensure continuous capital investment and maintenance of public infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the City Council, the Banning Utility Authority, and the Successor Agency of the City of Banning as follows:

SECTION 1. Adoption of the 5-Year Capital Improvement Program, included as Attachment A to this resolution. The funds appropriated by this resolution are authorized to be expended as necessary and proper for municipal purposes.

SECTION 2. The sums of money set forth in the 5-Year Capital Improvement Program for Fiscal Year 2026/2027 in Attachment A are hereby appropriated from the City of Banning's respective funds and revenues for the purposes stated in the 5-Year Capital Improvement Program.

SECTION 3. The City Manager, or designee, is authorized to approve and process the requisitions and purchase orders necessary to implement the adopted Fiscal Year 2026/2027 Operating Budget, provided that such purchases are within the scope of approved budget appropriations. All procurement activities shall be conducted in accordance with the City's adopted purchasing policies and procedures. No purchases shall be made without appropriate budget authorization and approval in accordance with City policy.

SECTION 4. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 5. The City Clerk shall certify the adoption of this resolution and shall cause a certified copy of the resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2026.

For the City Council

Richard Royce, Mayor

City of Banning, California

ATTEST:

Sandra Calderon, Deputy City Clerk

City of Banning, California

APPROVED AS TO FORM:

Phaedra Norton, City Attorney

Slovak, Baron, Empey, Murphy & Pinkney,

LLP

For the Banning Utility Authority

Richard Royce, Mayor
Banning Utility Authority

ATTEST:

Sandra Calderon, Secretary
Banning Utility Authority

APPROVED AS TO FORM:

Phaedra Norton, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

For the Successor Agency of the City of Banning

Richard Royce, Chairperson
Successor Agency of the City of Banning

ATTEST:

Sandra Calderon, Secretary
Successor Agency of the 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, Secretary of the Banning Utility Authority, and Secretary of the Successor Agency of the City of Banning do hereby certify that the foregoing Joint Resolution 2026-138, 2026-09UA, and 2026-03SA was duly adopted by the City Council of the City of Banning, California, Banning Utility Authority, and Successor Agency of the City of Banning at a regular meeting thereof held on the 13th day of October, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Fiscal Year 2027-2031 5-Year Capital Improvement Program

CITY OF BANNING
DRAFT Capital Improvement Program 5-Year Fiscal Years 2027-2031

Project ID/ CIP Proj. #	Project Description	Revenue Source	Funding Source Account Description	Expenditure Account No.	Expenditure Account Description	Remaining Previously Appropriated Budget	FY 2027 Capital Improvement Project (CIP) Appropriations	FUTURE Fiscal Year Capital Improvement Project (CIP) Appropriations				Unfunded Capital Improvement Projects	5 Year Project Total	NON RESERVE FUNDING TOTALS (Grants, Rate Supported CIP, Restricted Funds, DIF)		Amount of Reserves Used FY27
								FY 2028	FY 2029	FY 2030	FY 2031			FY 2027	FY 2028	
GENERAL																
Animal Control																
AC25-01	Animal Shelter Needs Assessment					$ 89,170							$ -			$ -
					Animal Control Subtotal:	**$ 89,170**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire Department																
FD25-01	Station 89 - Roof Repair		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 20,000	$ -			$ -
FD24-01	Station 89 - Bay Door Replacement		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 55,000	$ -			$ -
FD24-02	Station 89 - Bathroom & Living Quartes Update		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 350,000	$ -			$ -
FD25-02	Station 89 - Carpet Replacement		Reserves	001-2400-422.90-45	BLDG FURNISHING/ FIXTURES							$ 10,000	$ -			$ -
FD25-03	Station 89 - Repaint		Reserves	001-2400-422.90-45	BLDG FURNISHING/ FIXTURES							$ 45,000	$ -			$ -
FD27-01	Station 89 - Turf Removal/ Replacement		Reserves	001-2400-422.90-45	BUILDING IMPROVEMENTS							$ 150,000	$ -			$ -
FD27-02	Fire Station 2 - HVAC Repairs		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 75,000	$ -			$ -
FD27-03	Fire Station 2 - Roof Repairs		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 200,000	$ -			$ -
FD27-04	Fire Station 2 - Site Wall Replacement		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 275,000	$ -			$ -
FD27-05	Fire Station 2 - Interior Reconfigurations		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 1,500,000	$ -			$ -
FD27-06	Fire Station 2 - Roll Up Door		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 60,000	$ -			$ -
FD27-07	Fire Station 2 - Security and Communications		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 100,000	$ -			$ -
FD24-03	Fire Admin - Bay Door Replacement		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 45,000	$ -			$ -
FD24-04	Fire Admin - Security Upgrades		Reserves	001-2400-422.90-15	BUILDING IMPROVEMENTS							$ 25,000	$ -			$ -
					Fire Department Subtotal:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,910,000**	**$ -**	**$ -**	**$ -**	**$ -**
Parks																
PR25-01	Purchase of up to 6 smart irrigation controllers to allow staff to monitor and control irrigation and reduce consumption.		RESERVES - CAPITAL	001-3600-461-90-05	IRRIGATION IMPROVEMENTS							$ 35,000	$ -			$ -
PR25-02	Resurface of Basketball Court Surfaces (vandalism & Wear)		Reserves	001-3600-461.90-30	ROOSEVELT WMS PARK IMPROVMENTS							$ 25,000	$ -			$ -
PR25-03	Replacement of Playground		Reserves	001-3600-461.90-37	REPPLIER PARK IMPROVEMENTS							$ 165,000	$ -			$ -
PR25-04	Playground Replacement		Reserves	001-3600-461.90-38	SYLVAN PARK IMPROVEMENTS							$ 165,000	$ -			$ -
PR25-05	Annual Request		Reserves	001-3600-461.90-56	MACHINERY/ EQUIPMENT			$ 50,000	$ 50,000	$ 50,000	$ 50,000		$ 200,000			$ -
PR24-01	Purchase of used tractor and water truck to better prepare and maintain Dysart Park.	001-0000-285.07-00	RESERVES (CAPITAL REPLACEMENT)	001-3600-461.90-56	MACHINERY/ EQUIPMENT							$ 170,000	$ -			$ -
					Parks Subtotal:	**$ -**	**$ -**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 560,000**	**$ 200,000**	**$ -**	**$ -**	**$ -**
Recreation																
PR25-07	Master Plan Update - 18 to 24 month completion estimate		PARK DEVELOPMENT DIF FUNDS	001-4000-461.33-11	Parks and Rec Master Plan Update							$ 350,000	$ -			$ -
PR25-08	Resurfacing and Coping Improvments		Reserves	001-4000-461.90-27	SWIMMING POOL IMPROVEMENT							$ 125,000	$ -			$ -
					Recreation Subtotal:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 475,000**	**$ -**	**$ -**	**$ -**	**$ -**

*General Fund Accounts with no projects proposed are hidden

CITY OF BANNING
DRAFT Capital Improvement Program 5-Year Fiscal Years 2027-2031

Project ID/ CIP Proj. #	Project Description	Revenue Source	Funding Source Account Description	Expenditure Account No.	Expenditure Account Description	Remaining Previously Appropriated Budget	FY 2027 Capital Improvement Project (CIP) Appropriations	FUTURE Fiscal Year Capital Improvement Project (CIP) Appropriations FY 2028	FY 2029	FY 2030	FY 2031	Unfunded Capital Improvement Projects	5 Year Project Total	NON RESERVE FUNDING TOTALS (Grants, Rate Supported CIP, Restricted Funds, DIF) FY 2027	FY 2028	Amount of Reserves Used FY27
Refuse				Refuse												
RF25-01	ACC/PCC Recycling		Reserves	001-9600-453.90-10	COLLECTION SITE IMPROVEMENTS							$ 500,000	$ -			$ -
RF24-01	Downtown Trash Enclosure Enhancements		Reserves	001-9600-453.90-22	COLLECTION SITE IMPROVEMENTS							$ 250,000	$ -			$ -
RF24-02	Big Belly Containers		Bev. Container Recycling Grant	001-9600-453.90-56	MACHINERY/ EQUIPMENT		$ 27,016					$ 85,000	$ 27,016	$ 27,016		$ -
					Refuse Subtotals:	**$ -**	**$ 27,016**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 835,000**	**$ 27,016**	**$ 27,016**	**$ -**	**$ -**
					General Fund Subtotal:	**$ 89,170**	**$ 27,016**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 4,780,000**	**$ 227,016**	**$ 27,016**	**$ -**	**$ -**
PUBLIC WORKS SPECIAL REVENUE																
Fund 100 (Gas Tax Street Fund), Fund 101 (Measure A Sales Tax), Fund 102 (SB1/RMRA Gas Tax)																
ST2401	Hargrave Grade Separation	100-4900-347.34-38	FRA RCE Grant	100-4900-431.90-10	PLANNING/ ENGINEERING SVC	$ 1,918,941							$ -			$ -
		100-4900-344.33-20	RCTC Grade Sep. Grant			$ 3,931,144							$ -			$ -
			Local DIF Fund	420-4900-431.90-10		$ 500,000							$ -			$ -
ST22G2	Ramsey St. Pedestrian Crossing (HSIP)	100-4900-341.31-64	HSIP Grant	100-4901-431.93-15	STREET IMPROVEMENTS								$ -			$ -
		101-4900-302.11-02	MEASURE A SALES TAX			$ 116,531							$ -			$ -
ST2005	San Gorgonio UP Pedestrian Crossing	100-4190-341.31-16	CPUC Section 130 Project	100-4901-431.90.10	STREET IMPROVEMENTS	$ 24,964	$ 871,000						$ 871,000	$ 871,000		$ -
ST23G1	Citywide Traffic Signal Upgrades (HSIP)	100-4900-341.31-64	HSIP Grant	IN PROGRESS. 95% Complete	PLANNING/ ENGINEERING SVC								$ -			$ -
		101-4900-302.11-02	MEASURE A SALES TAX			$ 10,973							$ -			$ -
		100-4900-341.31-64	HSIP Grant	100-4901-431.90-10	STREET IMPROVEMENTS		$ 318,000						$ 318,000	$ 318,000		$ -
		101-4900-302.11-02	MEASURE A SALES TAX				$ 50,000						$ 50,000	$ 50,000		$ -
ST23G2	Citywide Pedestrian Crosswalk Upgrades (HSIP)	100-4900-341.31-64	HSIP Grant	IN PROGRESS	PLANNING/ ENGINEERING SVC								$ -			$ -
		101-4900-302.11-02	MEASURE A SALES TAX			$ 9,707							$ -			$ -
		100-4900-341.31-64	HSIP Grant	100-4901-431.90-10	STREET IMPROVEMENTS		$ 475,650						$ 475,650	$ 475,650		$ -
		101-4900-302.11-02	MEASURE A SALES TAX				$ 50,000						$ 50,000	$ 50,000		$ -
ST1905	Sun Lakes Boulevard Extension Project	100-4900-344.33-20	RCTC MARA Grant	100-4901-431.93-16	STREET IMPROVEMENTS	$ 13,500,000							$ -			$ -
		100-4900-366.44-21	WRCOG TUMF			$ 19,000,000							$ -			$ -
		101-4900-302.11-02	Measue A				$ 830,000	$ 830,000					$ 1,660,000	$ 830,000	$ 830,000	$ -
		420-4900-431.90-10	Local DIF Fund										$ -			$ -
ST23G3	Wilson/12th Crosswalk Upgrade (HSIP)	100-4900-341.31-64	HSIP Grant	101-4900-431.93-16	PLANNING/ ENGINEERING SVC								$ -			$ -
		101-4900-302.11-02	MEASURE A SALES TAX			$ 4,413							$ -			$ -
		100-4900-341.31-64	HSIP Grant	101-4901-431.93-16	STREET IMPROVEMENTS		$ 209,313						$ 209,313	$ 209,313		$ -
		101-4900-302.11-02	MEASURE A SALES TAX				$ 22,760						$ 22,760	$ 22,760		$ -
ST27-01	Sun Lakes Boulevard Restripe	101-4900-302.11-02	MEASURE A SALES TAX	101-4900-431.96-16	STREET IMPROVEMENTS		$ 60,000						$ 60,000	$ 60,000		$ -
ST27-02	Pavement Mangement Plan	101-4900-302.11-02	MEASURE A SALES TAX	101-4900-431.96-16	PLANNING/ ENGINEERING SVC		$ 250,000						$ 250,000	$ 250,000		$ -
ST27-03	Misc. Traffic Engineering	101-4900-302.11-02	MEASURE A SALES TAX	101-4900-431.96-16	STREET IMPROVEMENTS		$ 25,000	$ 30,000	$ 35,000	$ 40,000	$ 30,000		$ 160,000	$ 25,000	$ 30,000	$ -
ST27-04	San G/Westward and San G/Lincoln Intersection Updates	102-0000-341.31-04	SB1 RMRA GAS TAX REVENUE	102-4904-431.93-15	STREET IMPROVEMENTS		$ 500,000						$ 500,000	$ 500,000		$ -
ST27-05	12th Street Overlay (Westward to Barbour)	102-0000-341.31-04	SB1 RMRA GAS TAX REVENUE	102-4904-431.93-15	STREET IMPROVEMENTS		$ 60,000						$ 60,000	$ 60,000		$ -
ST27-06	Highland Home Road Slurry (Wilson to Ramsey)	102-0000-341.31-04	SB1 RMRA GAS TAX REVENUE	102-4904-431.93-15	STREET IMPROVEMENTS		$ 80,000						$ 80,000	$ 80,000		$ -
ST27-07	Highland Springs AC Ovelay (UPRR to Wilson)	102-0000-341.31-04	SB1 RMRA GAS TAX REVENUE	102-4904-431.93-15	STREET IMPROVEMENTS		$ 400,000						$ 400,000	$ 400,000		$ -
ST27-08	Ramsey Street Slurry	102-0000-341.31-04	SB1 RMRA GAS TAX REVENUE	102-4904-431.93-15	STREET IMPROVEMENTS		$ 400,000						$ 400,000	$ 400,000		$ -
ST27-09	Joshua Palmer AC Overlay	102-0000-341.31-04	SB1 RMRA GAS TAX REVENUE	102-4904-431.93-15	STREET IMPROVEMENTS		$ 450,000						$ 450,000	$ 450,000		$ -

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DRAFT Capital Improvement Program 5-Year Fiscal Years 2027-2031

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								FY 2028	FY 2029	FY 2030	FY 2031			FY 2027	FY 2028	
ST27-10	Citywide Pavement/Slurry Projects	101-4900-302.11-02	MEASURE A SALES TAX	101-4900-431.96-16	STREET IMPROVEMENTS			$ 850,000	$ 1,000,000	$ 900,000	$ 850,000		$ 3,600,000		$ 850,000	$ -
ST27-11	Citywide Pavement/Slurry Projects	102-0000-341.31-04	SB1 RMRA GAS TAX REVENUE	102-4904-431.93-15	STREET IMPROVEMENTS			$ 900,000	$ 900,000	$ 900,000	$ 900,000		$ 3,600,000		$ 900,000	$ -
						$ 39,016,672	**$ 5,051,723**	**$ 2,610,000**	**$ 1,935,000**	**$ 1,840,000**	**$ 1,780,000**	**$ -**	**$ 13,216,723**	**$ 5,051,723**	**$ 2,610,000**	**$ -**
CDBG FUND (110)																
PR25-09	3 year funding cycle - restroom & shelter replacement		PARK DEVELOPMENT DIF FUNDS	110-5500-461.90-38	SYLVAN PARK IMPROVEMENTS							$ 434,000	$ -			$ -
		110-5500-347.34-02	FEDERAL C D B G				$ 160,000						$ 160,000	$ 160,000		$ -
PR27-01	Dysart Lighting Project	110-5500-347.34-02	FEDERAL C D B G	110-5500-461.90-63	DYSART PARK IMPROVEMENTS		$ 130,000						$ 130,000	$ 130,000		$ -
PR27-02	Senior Center Roof Replacement	110-5500-347.34-02	FEDERAL C D B G	110-5500-461.90-63	BUILDING IMPROVEMENTS		$ 180,000						$ 180,000	$ 180,000		$ -
PR27-03	Nutrition Site restroom-ADA compliant	110-5500-347.34-02	FEDERAL C D B G	110-5500-461.90-63	BUILDING IMPROVEMENTS		$ 60,000						$ 60,000	$ 60,000		$ -
		110-5500-347.34-02					$ 100,000						$ 100,000	$ 100,000		$ -
						$ -	**$ 630,000**	$ -	$ -	$ -	$ -	**$ 434,000**	**$ 630,000**	**$ 630,000**	**$ -**	$ -
AIR QUALITY IMPROVEMENT FUND (132)																
FL24-01	Electric Vehicles/Infrastructure		Reserves	132-4900-446.90-52	VEHICLES		$ 250,000						$ 250,000	$ 250,000		$ -
						$ -	**$ 250,000**	$ -	$ -	$ -	$ -	$ -	**$ 250,000**	**$ 250,000**	**$ -**	$ -
TRAFFIC CONTROL FACILITY FUND (420)																
	No Proposed Capital Projects												$ -			$ -
						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CAPITAL FACILITIES FUND																
	No Proposed Capital Projects												$ -			$ -
						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PARK DEVELOPMENT FUND (451)																
PR22-01	Park Improvement Project (Carryover from FY2022)	675-7020-473.90-52	PUBLIC BENEFIT FUND				$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000		$ 250,000	$ 50,000	$ 50,000	$ -
			PARK DEVELOPMENT FUNDS				$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000		$ 250,000	$ 50,000	$ -	$ -
						$ -	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	$ -	**$ 500,000**	**$ 100,000**	**$ 50,000**	$ -
CAPITAL IMPROVEMENT FUND (470)																
	No Proposed Capital Projects												$ -			$ -
						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
AIRPORT FUND (600)																
	Runway Rehabilitation		ACIP Grant						$ 350,000	$ 900,000						
			Reserves (ACIP Match)	600-5100-435.90-41	RUNWAY IMPROV.				$ 35,000	$ 100,000			$ 135,000			$ -
						$ -	$ -	$ -	**$ 35,000**	**$ 100,000**	$ -	$ -	**$ 135,000**	$ -	$ -	$ -
TRANSIT FUND - FIXED ROUTE (610)																
TN21-01	Bus Replacement	610-5800-341.31-25	STA Funded	610-5800-434.90-56	AUTOMOTIVE EQUIPMENT		$ 509,278						$ 509,278	$ 509,278		$ -
TN22-03	Video Camera Install in vehicles	610-5800-341.31-25	STA Funded	610-5800-434.90-56	AUTOMOTIVE EQUIPMENT		$ 167,068						$ 167,068	$ 167,068		$ -
TN23-03	Bus Stop Improvements	610-5800-341.31-25	STA Funded	610-5800-434.90-56	BUILDING IMPROVEMENTS				$ 150,000				$ 150,000			$ -
TN24-04	Bus Stop Improvement and Transit Advertising	610-5800-341.31-25	STA Funded	610-5800-434.90-56	BUILDING IMPROVEMENTS		$ 50,000						$ 50,000	$ 50,000		$ -
TN24-04	Replacement of Fixed Route and Paratransit Buses	610-5800-341.31-64	TIRCP Funded	610-5800-434.90-56	AUTOMOTIVE EQUIPMENT						$ 4,095,390		$ 4,095,390			$ -
TN24-05	Transit Bus Wrapping Program	610-5800-341.31-25	STA Funded	610-5800-434.90-56	MACHINERY/ EQUIPMENT		$ 100,000						$ 100,000	$ 100,000		$ -
TR24-06	Comprehensive Operational Analysis	610-5800-341.31-25	STA Funded	610-5800-434.90-56	PLANNING		$ 300,000						$ 300,000	$ 300,000		$ -
TN25-01	Bus Replacement B	610-5800-341.31-25	STA Funded	610-5800-434.90-56	AUTOMOTIVE EQUIPMENT		$ 3,400,000						$ 3,400,000	$ 3,400,000		$ -
TN25-04	ZE Facility Upgrades and Infrastructire	610-5800-341.31-25	STA Funded	610-5800-434.90-56	MACHINERY/ EQUIPMENT				$ 65,000				$ 65,000			$ -
		610-5800-341.31-64	TIRCP Funded	610-5800-434.90-56					$ 2,489,413				$ 2,489,413			$ -
TN26-01	Transit Office Technology Upgrades	610-5800-341.31-25	STA Funded	610-5800-434.90-56	BUILDING IMPROVEMENTS		$ 15,000						$ 15,000	$ 15,000		$ -

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								FY 2028	FY 2029	FY 2030	FY 2031			FY 2027	FY 2028	
TN26-02	Gas Detection System for Transit Bus Bays	610-5800-341.31-25	STA Funded	610-5800-434.90-56	BUILDING IMPROVEMENTS		$ 850,000						$ 850,000	$ 850,000		$ -
TN26-03	Hydraulic Lift w/Tethered Fall Protection	610-5800-341.31-25	STA Funded	610-5800-434.90-56	BUILDING IMPROVEMENTS		$ 800,000						$ 800,000	$ 800,000		$ -
TN26-04	Electric Vehicle Replacements	610-5800-341.31-25	STA Funded	610-5800-434.90-56	AUTOMOTIVE EQUIPMENT				$ 175,000				$ 175,000			$ -
TN26-05	Transit Vehicle GPS System	610-5800-341.31-25	STA Funded	610-5800-434.90-56	AUTOMOTIVE EQUIPMENT		$ 30,000						$ 30,000	$ 30,000		$ -
TN27-02	Maintenance and Operations Facility Improvements	610-5800-341.31-25	STA Funded	610-5800-434.90-56	BUILDING IMPROVEMENTS		$ 575,000						$ 575,000	$ 575,000		$ -
TN27-03	Bus Stop Improvements and Transit Advertising	610-5800-341.31-25	STA Funded	610-5800-434.90-56	BUILDING IMPROVEMENTS				$ 200,000				$ 200,000			$ -
TN27-04	Carbon Reduction Grant (Caltrans)	610-5800-341.31-64	Caltrans Grant	610-5800-434.90-56	MACHINERY/ EQUIPMENT		$ 488,666						$ 488,666	$ 488,666		$ -
TN27-05	Carbon Reduction Grant (WRCOG)	610-5800-341.31-64	WRCOG Grant	610-5800-434.90-56	MACHINERY/ EQUIPMENT		$ 500,000						$ 500,000	$ 500,000		$ -
						$ -	**$ 7,785,012**	**$ -**	**$ 3,079,413**	**$ -**	**$ 4,095,390**	**$ -**	**$ 14,959,815**	**$ 7,785,012**	**$ -**	**$ -**
TRANSIT FUND - DIAL-A-RIDE (610)																
TN27-01	Paratransit Scheduling Software	610-5800-341.31-25	STA Funded	610-5850-434.90-49	COMPUTER SOFTWARE		$ 60,000						$ 60,000	$ 60,000		$ -
						$ -	**$ 60,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 60,000**	**$ 60,000**	**$ -**	**$ -**
WATER FUND (660)																
PWW-3/2022-07W	Well M-12A(Phase 2: Well Equipping and Site Improvements)	Fund 660	Reserves	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT	$ 366,135							$ -	$ -	$ -	$ -
2018-02W	Well C8 (Phase 2: Well Equipping and Site Improvements)	Fund 660	Reserves	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT	$ 375,000							$ -	$ -	$ -	$ -
WR-1	New SCADA sites and upgrades	Fund 660	Reserves	660-6300-471.95-27	SCADA/TELEMETRY		$ 35,000	$ 25,000	$ 25,000				$ 85,000			$ 35,000
PWRR-2	Water Line Replacement Locations #2 (Ramsey Phase II)	Fund 660	Rate Revenue	660-6300-471.95-10	WATER MAINS					$ 1,000,000			$ 1,000,000	$ -	$ -	$ -
PWRR-3	Water Line Replacement Locations #3 ((22nd/Roberge/Sunrise)	Fund 660	Rate Revenue	660-6300-471.95-10	WATER MAINS			$ 2,100,000					$ 2,100,000	$ -	$ 2,100,000	$ -
WR-2	Hydrants for underserved areas	Fund 660	Rate Revenue	660-6300-471.95-18	HYDRANTS				$ 50,000	$ 50,000			$ 100,000	$ -	$ -	$ -
WR-3	Well M-7 Site R&R	Fund 660	Rate Revenue	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT		$ 125,000						$ 125,000	$ 125,000	$ -	$ -
WR-4	Well M-3 Site R&R	Fund 660	Rate Revenue	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT					$ 160,000			$ 160,000	$ -	$ -	$ -
WF25-01	Sunset Reservoir entrance fencing, M-Wells, new and additional fencing	Fund 660	Rate Revenue	660-6300-471.90-22	FENCING IMPROVEMENTS			$ 35,000	$ 35,000				$ 70,000	$ -	$ 35,000	$ -
WR-5	Dump Truck	Fund 660	Rate Revenue	660-6300-471.90-52	VEHICLES			$ 105,700					$ 105,700	$ -	$ 105,700	$ -
WR-6	Environmental & Legal Support (Flume), USGS Flow Monitoring	Fund 660	Rate Revenue	660-6300-471.90-78	PLANNING/DESIGN-CAPITAL		$ 200,000	$ 200,000	$ 200,000				$ 600,000	$ 200,000		$ -
PWO-9	Water Master Plan Update	Fund 660	Rate Revenue	660-6300-471.90-78	PLANNING/DESIGN-CAPITAL				$ 200,000	$ 200,000			$ 400,000	$ -	$ -	$ -
PWRR-22	Portable Emergency Generators (2)	Fund 660	Rate Revenue	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT				$ 120,000	$ 120,000			$ 240,000	$ -	$ -	$ -
PWO-8	Chromium 6 Compliance Plan - Dynamic Well Profiling	Fund 660	Unfunded - Reserves	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT		$ 1,750,000					$ 1,750,000	$ 1,750,000	$ -	$ -	$ 1,750,000
PWO-8	Chromium 6 Compliance Plan - Owner Advisor	Fund 660	Unfunded	660-6300-471.90-78	PLANNING/DESIGN-CAPITAL			$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 1,000,000	$ 1,000,000	$ -	$ 250,000	$ -

*General Fund Accounts with no projects proposed are hidden

CITY OF BANNING
DRAFT Capital Improvement Program 5-Year Fiscal Years 2027-2031

Project ID/ CIP Proj. #	Project Description	Revenue Source	Funding Source Account Description	Expenditure Account No.	Expenditure Account Description	Remaining Previously Appropriated Budget	FY 2027 Capital Improvement Project (CIP) Appropriations	FUTURE Fiscal Year Capital Improvement Project (CIP) Appropriations				Unfunded Capital Improvement Projects	5 Year Project Total	NON RESERVE FUNDING TOTALS (Grants, Rate Supported CIP, Restricted Funds, DIF)		Amount of Reserves Used FY27
								FY 2028	FY 2029	FY 2030	FY 2031			FY 2027	FY 2028	
PWO-8	Chromium 6 Compliance Plan - Design Consultant for Treatment Implementation or New Replacement Wells	Fund 660	Unfunded	660-6300-471.90-78	PLANNING/DESIGN-CAPITAL			$ 500,000	$ 750,000	$ 750,000	$ 500,000	$ 2,500,000	$ 2,500,000	$ -	$ 500,000	$ -
PWO-8	Chromium 6 Complaince Plan - New Replacement Well #1 or Wellhead Treatment Implementation #1	Fund 660	Unfunded	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT				$ 6,000,000			$ 6,000,000	$ 6,000,000	$ -	$ -	$ -
PWO-8	Chromium 6 Complaince Plan - New Replacement Well #2 or Wellhead Treatment Implementation #2	Fund 660	Unfunded	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT					$ 6,000,000		$ 6,000,000	$ 6,000,000	$ -	$ -	$ -
PWO-8	Chromium 6 Complaince Plan - New Replacement Well #3 or Wellhead Treatment Implementation #3	Fund 660	Unfunded	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT						$ 6,000,000	$ 6,000,000	$ 6,000,000	$ -	$ -	$ -
PWO-3	Replace SCADA Computer Hardware/Software	Fund 660	Unfunded	660-6300-471.95-27	SCADA/TELEMETRY			$ 250,000	$ 250,000			$ 500,000	$ 500,000	$ -	$ 250,000	$ -
PWRZ-1	New Pressure Reducing Valves for Re-Zoning	Fund 660	Unfunded	660-6300-471.95-11	WATER REG. VALVES, ETC				$ 5,000,000			$ 5,000,000	$ 5,000,000	$ -	$ -	$ -
WR-7	Well C-4 Site R&R	Fund 660	Rate Revenue	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT		$ 300,000					$ 300,000	$ 300,000	$ 300,000	$ -	$ -
WR-8	Well C-4 East Booster R&R	Fund 660	Unfunded	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT				$ 125,000			$ 125,000	$ 125,000	$ -	$ -	$ -
WR-9	Well C-3 Site R&R	Fund 660	Rate Revenue	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT		$ 150,000					$ 150,000	$ 150,000	$ 150,000	$ -	$ -
WR-10	Well C-6 Site R&R	Fund 660	Unfunded	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT				$ 200,000			$ 200,000	$ 200,000	$ -	$ -	$ -
WR-11	Well 9 (Banning Canyon) Site R&R	Fund 660	Unfunded	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT			$ 175,000				$ 175,000	$ 175,000	$ -	$ 175,000	$ -
WR-12	Well 10 (Banning Canyon) Site R&R	Fund 660	Unfunded	660-6300-471.95-08	WELLS/PUMPING EQUIPMENT			$ 175,000				$ 175,000	$ 175,000	$ -	$ 175,000	$ -
						$ 741,135	**$ 2,560,000**	**$ 3,815,700**	**$ 13,205,000**	**$ 8,530,000**	**$ 6,750,000**	**$ 29,875,000**	**$ 34,860,700**	**$ 775,000**	**$ 3,590,700**	**$ 1,785,000**
WATER CAPITAL FACILITIES FUND (661)																
PWW-3/2022-07W	Well C8 (Phase 2: Well Equipping and Site Improvements)	Fund 661	Water DIF	661-6300-471.95-08	WELLS/PUMPING EQUIPMENT	$ 43,500							$ -	$ -	$ -	$ -
PWW-3/2022-07W	Well C8 (Phase 2: Well Equipping and Site Improvements)	Fund 661	Water DIF	661-6300-471.90-78	PLANNING/DESIGN-CAPITAL	$ 1,104,150							$ -	$ -	$ -	$ -
WD-1	Water/Wastewater Admin Building	Fund 661	Water DIF	661-6300-471.90-12	BUILDING CONSTRUCTION				$ 1,250,000				$ 1,250,000	$ -	$ -	$ -
		Fund 661	Water DIF	661-6300-471.90-78	PLANNING/DESIGN-CAPITAL			$ 200,000					$ 200,000	$ -	$ 200,000	$ -
PWW-1	Well C-9 (Lower Main) Siting Study (Planning/Design)	Fund 661	Water DIF	661-6300-471.90-78	PLANNING/DESIGN-CAPITAL		$ 200,000						$ 200,000	$ 200,000	$ -	$ -
	Well C-9 (Lower Main) Planning/Design	Fund 661	Water DIF	661-6300-471.90-78	PLANNING/DESIGN-CAPITAL		$ 350,000	$ 350,000					$ 700,000	$ 350,000	$ 350,000	$ -
	Well C-9 (Lower Main) Drilling	Fund 661	Water DIF	661-6300-471.95-08	WELLS/PUMPING EQUIPMENT			$ 3,000,000					$ 3,000,000	$ -	$ 3,000,000	$ -
	Well C-9 (Lower Main) Equipping	Fund 661	Water DIF	661-6300-471.95-08					$ 3,500,000				$ 3,500,000	$ -	$ -	$ -
PWP-1	New Transmission Main for Poroposed Lower Main Well C-9	Fund 661	Water DIF	661-6300-471.95-10	WATER MAINS			$ 600,000					$ 600,000	$ -	$ 600,000	$ -

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CITY OF BANNING
DRAFT Capital Improvement Program 5-Year Fiscal Years 2027-2031

Project ID/ CIP Proj. #	Project Description	Revenue Source	Funding Source Account Description	Expenditure Account No.	Expenditure Account Description	Remaining Previously Appropriated Budget	FY 2027 Capital Improvement Project (CIP) Appropriations	FUTURE Fiscal Year Capital Improvement Project (CIP) Appropriations				Unfunded Capital Improvement Projects	5 Year Project Total	NON RESERVE FUNDING TOTALS (Grants, Rate Supported CIP, Restricted Funds, DIF)		Amount of Reserves Used FY27
								FY 2028	FY 2029	FY 2030	FY 2031			FY 2027	FY 2028	
PWV-3	Foothill West to Upper Main Zone Pressure Reducing Station	Fund 661	Water DIF	661-6300-471.95-08	WELLS/PUMPING EQUIPMENT				$ 300,000				$ 300,000	$ -	$ -	$ -
WD-2	Properties for reservoir, wells, booster station	Fund 661	Water DIF	661-6300-471-90.02	PROPERTY ACQUISITION						$ 150,000		$ 150,000	$ -	$ -	$ -
PWPU-5	Add VFD to Well C-5	Fund 661	Water DIF	661-6300-471.95-08	WELLS/PUMPING EQUIPMENT				$ 150,000				$ 150,000	$ -	$ -	$ -
						$ 1,147,650	**$ 550,000**	**$ 4,150,000**	**$ 5,200,000**	**$ -**	**$ 150,000**	**$ -**	**$ 10,050,000**	**$ 550,000**	**$ 4,350,000**	**$ -**
IRRIGATION WATER FUND (662)																
	No Proposed Capital Projects												$ -			$ -
						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BUA WATER CAPITAL PROJECT FUND (663)																
	No Proposed Capital Projects												$ -			$ -
						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ELECTRIC FUND (670)																
EL25-01	Machinery Equipment		Unfunded		MACHINERY/ EQUIPMENT							$ 20,000	$ -			$ -
EL25-02	PQM expense		Unfunded		METERS							$ 25,000	$ -			$ -
EL25-03	Electric Building Improvements		Unfunded		BUILDING IMPROVEMENTS							$ 310,000	$ -			$ -
EL25-04	Easment & right-of-way aquisitions		Unfunded		MISC ELECTRIC IMPROVEMENT							$ 100,000	$ -			$ -
						$ -	$ -	$ -	$ -	$ -	$ -	**$ 455,000**	$ -	$ -	$ -	$ -
ELECTRIC IMPROVEMENT FUND (673)																
EL25-01	Midway Substation Upgrades	670-7000-356.38-01	Rate Revenue	673-7000-473.96-12	SPECIAL UTILITY CIP/SUBSATION			$ 125,000					$ 125,000		$ 125,000	$ -
EL25-02	Sunset Distribution Circuit 77 Extension: Mountain Ave	673-7000-366.44-07	CAIC	673-7000-473.96-18	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT				$ 2,000,000				$ 2,000,000			$ -
EL25-03	System Impact Studies; Equipment and Procurement	670-7000-356.38-01	Rate Revenue	673-7000-473.96-19	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT		$ 75,000	$ 125,000	$ 25,000	$ 25,000	$ 25,000		$ 275,000	$ 75,000	$ 125,000	$ -
EL25-04	Major Substation Maintenance & Testing	670-7000-356.38-01	Rate Revenue	673-7000-473.96-20	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT		$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000		$ 250,000	$ 50,000	$ 50,000	$ -
EL25-05	Distribution System Automation	670-7000-356.38-01	Rate Revenue	673-7000-473.96-22	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT		$ 25,000	$ 250,000	$ 25,000	$ 25,000	$ 25,000		$ 350,000	$ 25,000	$ 250,000	$ -
EL25-06	Line Capacitor Bank Equipment	670-7000-356.38-01	Rate Revenue	673-7000-473.96-26	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT		$ 30,000	$ 30,000					$ 60,000	$ 30,000	$ 30,000	$ -
EL25-07	Underground Utility Cable Replacment at Hillside/ Mockingbird Area & Westward/Barbour from 8th to 4th	670-7000-356.38-01	Rate Revenue	673-7000-473.96-36	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT		$ 1,375,000	$ 500,000	$ 500,000				$ 2,375,000	$ 1,375,000	$ 500,000	$ -
EL27-01	Underground Utility Cable Replacement at Vista Serena	670-7000-356.38-01	Rate Revenue	673-7000-473.96-36	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT				$ 175,000				$ 175,000			$ -
		673-7000-366.44-07	Contribution in Aid of Construction (CAIC)						$ 175,000				$ 175,000			$ -
EL27-02	Transmission Pole Replacement (19 of 25 poles at Robertsons)	670-7000-356.38-01	Rate Revenue	673-7000-473.96-39	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT		$ 48,500	$ 49,875	$ 51,358	$ 105,280	$ 108,438		$ 363,451	$ 48,500	$ 49,875	$ -
		673-7000-366.44-07	Contribution in Aid of Construction (CAIC)				$ 145,500	$ 149,624	$ 154,075	$ 315,840	$ 325,316		$ 1,090,355	$ 145,500	$ 149,624	$ -
EL27-03	Alola St/I-10 Crossing - 34.5kV Circuit Replacement	670-7000-356.38-01	Rate Revenue	673-7000-473.96-39	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT						$ 850,000		$ 850,000			$ -
EL25-08	Distribution Pole Replacements	670-7000-356.38-01	Rate Revenue	673-7000-473.96-40	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT		$ 194,000	$ 199,499	$ 205,433	$ 421,120	$ 433,754		$ 1,453,806	$ 194,000	$ 199,499	$ -

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CITY OF BANNING
DRAFT Capital Improvement Program 5-Year Fiscal Years 2027-2031

Project ID/ CIP Proj. #	Project Description	Revenue Source	Funding Source Account Description	Expenditure Account No.	Expenditure Account Description	Remaining Previously Appropriated Budget	FY 2027 Capital Improvement Project (CIP) Appropriations	FUTURE Fiscal Year Capital Improvement Project (CIP) Appropriations				Unfunded Capital Improvement Projects	5 Year Project Total	NON RESERVE FUNDING TOTALS (Grants, Rate Supported CIP, Restricted Funds, DIF)		Amount of Reserves Used FY27
								FY 2028	FY 2029	FY 2030	FY 2031			FY 2027	FY 2028	
EL25-09	Voltage Conversion at Alola St; Replace 4kV with 12kV infrastructure	670-7000-356.38-01	Rate Revenue	673-7000-473.96-41	SPECIAL UTILITY CIP/SYSTEM IMPROVEMENT			$ 149,500					$ 149,500		$ 149,500	$ -
EL25-10	Grid Hardening and Reclosers for Wildfire Mitigation at Banning Canyon	670-7000-356.38-01	Rate Revenue	673-7000-473.96-42	SPECIAL UTILITY CIP/WILDFIRE MITIGATION		$ 60,000	$ 175,000	$ 175,000	$ 175,000	$ 25,000		$ 610,000	$ 60,000	$ 175,000	$ -
EL27-04	Mias Canyon Line Hardening and Wildfire Mitigation	673-7000-473.96-42	Grant	673-7000-473.96-42	SPECIAL UTILITY CIP/WILDFIRE MITIGATION		$ 2,260,000						$ 2,260,000	$ 2,260,000		$ -
EL25-11	SCADA Control at Various Substations	670-7000-356.38-01	Rate Revenue	673-7000-473.96-43	SPECIAL UTILITY CIP/SUBSATION			$ 25,000	$ 285,000	$ 25,000	$ 25,000		$ 360,000		$ 25,000	$ -
EL25-12	First Hathaway Logistics: Design and Material Procurement	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-52	SPECIAL UTILITY CAPITAL PROJECTS / LINE SERVICE EXTENSION							$ 1,000,000	$ -			$ -
EL25-13	I-10 E Commerce Center: Design and Material Procurement	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-53	SPECIAL UTILITY CAPITAL PROJECTS / LINE SERVICE EXTENSION							$ 1,000,000	$ -			$ -
EL25-14	SLB Extension Project: Design and Material Procurement	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-54	SPECIAL UTILITY CAPITAL PROJECTS / LINE SERVICE EXTENSION			$ 1,000,000					$ 1,000,000		$ 1,000,000	$ -
EL25-15	Hargrave Grade Separation: Engineering and Design	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-55	SPECIAL UTILITY CAPITAL PROJECTS / LINE SERVICE EXTENSION			$ 25,000	$ 25,000	$ 25,000	$ 25,000		$ 100,000		$ 25,000	$ -
EL25-16	Hathaway St/I-10 Crossing - 34.5KV/12.4KV Circuit Replacement	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-56	SPECIAL UTILITY CAPITAL PROJECTS / LINE SERVICE EXTENSION			$ 20,000	$ 130,000		$ 1,500,000		$ 1,650,000		$ 20,000	$ -
EL25-17	SoCal Gas Line (Seof BNG): Design and Service Support	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-57	SPECIAL UTILITY CAPITAL PROJECTS / LINE SERVICE EXTENSION							$ 25,000	$ -			$ -
EL25-18	Indian Health Clinic: Design and Service Support	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-58	SPECIAL UTILITY CAPITAL PROJECTS / LINE SERVICE EXTENSION		$ 20,000						$ 20,000	$ 20,000		$ -
EL27-05	Airport Substation Decomissioning/4kV to 12kV Conversion	670-7000-356.38-01	Rate Revenue	673-7000-473.96-XX	SPECIAL UTILITY CIP/SUBSATION		$ 125,000						$ 125,000	$ 125,000		$ -
EL27-06	Highland Home Road to Midway Substation/I-10 Crossing - 34.5kV/12.4 kV Circuit Replacement	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-XX	SPECIAL UTILITY CAPITAL PROJECTS / LINE SERVICE EXTENSION			$ 425,000	$ 425,000	$ 850,000			$ 1,700,000		$ 425,000	$ -
EL27-07	Future Substation	673-7000-366.44-07	Contribution in Aid of Construction (CAIC)	673-7000-473.96-XX	SPECIAL UTILITY CIP/SUBSTATION				$ 1,500,000	$ 4,500,000			$ 6,000,000			$ -
						$ -	$ 4,408,000	$ 3,298,498	$ 5,900,866	$ 6,517,240	$ 3,392,508	$ 2,025,000	$ 23,517,112	$ 4,408,000	$ 3,298,498	$ -
PUBLIC BENEFIT (675)																
	No Proposed Capital Projects												$ -			$ -
						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WASTEWATER FUND (680)																
2020-08WW	Equalization Basin	Fund 680	Wastewater Reserves	680-8000-454.95-12	TREATMENT PLANT IMPROV		$ 1,500,000	$ 500,000					$ 2,000,000	$ -	$ -	$ 1,500,000
		Fund 680	EPA Fed. Grant	680-8000-347.34-09	TREATMENT PLANT IMPROV		$ 1,250,000						$ 1,250,000	$ 1,250,000	$ -	$ -
	WWTP Treatment Upgrades-3.6 MGD	Fund 680	Rate Revenue	680-8000-454.90-78	PLANNING/DESIGN-CAPITAL		$ 5,000,000						$ 5,000,000	$ 5,000,000	$ -	$ -

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CITY OF BANNING
DRAFT Capital Improvement Program 5-Year Fiscal Years 2027-2031

Project ID/ CIP Proj. #	Project Description	Revenue Source	Funding Source Account Description	Expenditure Account No.	Expenditure Account Description	Remaining Previously Appropriated Budget	FY 2027 Capital Improvement Project (CIP) Appropriations	FUTURE Fiscal Year Capital Improvement Project (CIP) Appropriations				Unfunded Capital Improvement Projects	5 Year Project Total	NON RESERVE FUNDING TOTALS (Grants, Rate Supported CIP, Restricted Funds, DIF)		Amount of Reserves Used FY27
								FY 2028	FY 2029	FY 2030	FY 2031			FY 2027	FY 2028	
2022-01WW (WWTP-5)	WWTP Treatment Upgrades-3.6 MGD	Fund 680	Rate Revenue	680-8000-454.95-12	TREATMENT PLANT IMPROVMENTS			$ 11,000,000	$ 11,000,000				$ 22,000,000	$ -	$ 11,000,000	$ -
	WWTP Treatment Upgrades-3.6 MGD	Fund 680	BOR Grant	680-8000-347.34-09	TREATMENT PLANT IMPROVMENTS			$ 16,194,576					$ 16,194,576	$ -	$ 16,194,576	$ -
WWRR-1	Annual Sewer Replacement/ Lining	Fund 680	Rate Revenue	680-8000-454.90-78	PLANNING/DESIGN-CAPITAL					$ 1,250,000	$ 1,050,000		$ 2,300,000	$ -	$ -	$ -
WWTP-1	Digestor Cleaning and Recoating	Fund 680	Rate Revenue	680-8000-454.95-12	TREATMENT PLANT IMPROV		$ 250,000	$ 250,000					$ 500,000	$ 250,000	$ 250,000	$ -
WWR-1	Westward Liftstation (Discharge Piping and Replacement Pump)	Fund 680	Wastewater Reserves	680-8000-454.90-56	MACHINERY/ EQUIPMENT		$ 75,000						$ 75,000	$ -	$ -	$ 75,000
WWR-2	I&I Study	Fund 680	Rate Revenue	680-8000-454.90.78	PLANNING/DESIGN-CAPITAL				$ 50,000	$ 50,000			$ 100,000	$ -	$ -	$ -
WWTP-2	WWTP Heat Exchanger Repairs	Fund 680	Rate Revenue	680-8000-454.95-12	TREATMENT PLANT IMPROV			$ 60,000					$ 60,000	$ -	$ 60,000	$ -
WWTP-3	PVC Digestor Gas Piping	Fund 680	Rate Revenue	680-8000-454.95-12	TREATMENT PLANT IMPROV			$ 150,000					$ 150,000	$ -	$ 150,000	$ -
WWTP-4	Repairs to Boiler Gas Control Valves	Fund 680	Rate Revenue	680-8000-454.95-12	TREATMENT PLANT IMPROV			$ 300,000					$ 300,000	$ -	$ 300,000	$ -
2022-01WW (WWTP-5)	WWTP Treatment Upgrades-3.6 MGD	Fund 680	Not Funded	680-8000-454.95-12	TREATMENT PLANT IMPROVMENTS			$ 14,000,000	$ 14,000,000			$ 28,000,000	$ 28,000,000	$ -	$ 14,000,000	$ -
2022-01WW (WWTP-5)	WWTP Treatment Upgrades-3.6 MGD*	Fund 680	Not Funded	680-8000-454.95-12	TREATMENT PLANT IMPROVMENTS			$ 7,500,000	$ 7,500,000			$ 15,000,000	$ 15,000,000			
WWGM-9	Gravity Main along Porter Street, Phase I	Fund 680	Not Funded	680-8000-454.95-12	SEWER MAIN & COLL SYSTEMS						$ 150,000	$ 150,000	$ 150,000			
WWGM-10	Gravity Main along Porter Street, Phase II	Fund 680	Not Funded	680-8000-454.95-12	SEWER MAIN & COLL SYSTEMS						$ 900,000	$ 900,000	$ 900,000			
WWGM-11	Gravity Main: Porter Street to WWTP	Fund 680	Not Funded	680-8000-454.95-12	SEWER MAIN & COLL SYSTEMS						$ 525,000	$ 525,000	$ 525,000			
WWTP-5	New PLCs (SCADA Servers Hardware)	Fund 680	Not Funded	680-8000-454.90-48	COMPUTER HARDWARE			$ 100,000	$ 100,000			$ 200,000	$ 200,000	$ -	$ 100,000	$ -
						$ -	**$ 8,075,000**	**$ 50,054,576**	**$ 32,650,000**	**$ 1,300,000**	**$ 2,625,000**	**$ 44,775,000**	**$ 94,704,576**	**$ 6,500,000**	**$ 42,054,576**	**$ 1,575,000**
WASTEWATER CAPITAL FACILITY FUND (681)																
2020-08WW	Equalization Basin	Fund 681	Wastewater DIF	681-8000-454.95-12	TREATMENT PLANT IMPROV		$ 2,000,000	$ 650,000					$ 2,650,000	$ 2,000,000	$ 650,000	$ -
2022-01WW (WWTP-5)	WWTP Treatment Upgrades-3.6 MGD to 4.8 MGD	Fund 681	Wastewater Reserves	681-8000-454.95-12	TREATMENT PLANT IMPROVMENTS				$ 9,000,000				$ 9,000,000	$ -	$ -	$ -
WD-1	Water/Wastewater Admin Building	Fund 681	Wastewater DIF	681-8000-454.90-78	PLANNING DESIGN			$ 200,000								
		Fund 681	Wastewater DIF	681-8000-454.90-12	BUILDING CONSTRUCTION				$ 1,000,000				$ 1,000,000	$ -	$ -	$ -
WWGM-9	Gravity Main along Porter Street, Phase I	Fund 681	Wastewater Reserves	681-8000-454.95-14	SEWER MAIN & COLL SYSTEMS						$ 225,000		$ 225,000	$ -	$ -	$ -
WWGM-10	Gravity Main along Porter Street, Phase II	Fund 681	Wastwater Reserves	681-8000-454.95-14	SEWER MAIN & COLL SYSTEMS						$ 2,000,000		$ 2,000,000	$ -	$ -	$ -
WWGM-11	Gravity Main: Porter Street to WWTP	Fund 681	Wastwater Reserves	681-8000-454.95-14	SEWER MAIN & COLL SYSTEMS						$ 1,250,000		$ 1,250,000	$ -	$ -	$ -
						$ -	**$ 2,000,000**	**$ 850,000**	**$ 10,000,000**	**$ -**	**$ 3,475,000**	**$ -**	**$ 16,125,000**	**$ 2,000,000**	**$ 650,000**	**$ -**
WASTEWATER TERTIARY FUND (682)																
	WWTP Treatment Upgrades-3.6 MGD	Fund 682	Wastewater Reserves	682-8050-454.95-10	RECYCLED WATER MAINS		$ 4,500,000	$ 5,000,000	$ 225,000				$ 9,725,000	$ 4,500,000	$ 5,000,000	$ -
						$ -	**$ 4,500,000**	**$ 5,000,000**	**$ 225,000**	**$ -**	**$ -**	**$ -**	**$ 9,725,000**	**$ 4,500,000**	**$ 5,000,000**	**$ -**
BUA WASTEWATER CAPITAL PROJECT FUND (683)																
	WWTP Treatment Upgrades-3.6 MGD	Fund 683	BUA WW Reserves	683-8000-454.95-12	TREATMENT PLANT IMPROV				$ 2,500,000				$ 2,500,000	$ -	$ -	$ -
						$ -	**$ -**	**$ -**	**$ 2,500,000**	**$ -**	**$ -**	**$ -**	**$ 2,500,000**	**$ -**	**$ -**	**$ -**
FLEET MAINTENANCE FUND (702)																
	No Proposed Capital Projects												$ -			$ -
						$ -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

**General Fund Accounts with no projects proposed are hidden*

CITY OF BANNING
DRAFT Capital Improvement Program 5-Year Fiscal Years 2027-2031

Project ID/ CIP Proj. #	Project Description	Revenue Source	Funding Source Account Description	Expenditure Account No.	Expenditure Account Description	Remaining Previously Appropriated Budget	FY 2027 Capital Improvement Project (CIP) Appropriations	FUTURE Fiscal Year Capital Improvement Project (CIP) Appropriations				Unfunded Capital Improvement Projects	5 Year Project Total	NON RESERVE FUNDING TOTALS (Grants, Rate Supported CIP, Restricted Funds, DIF)		Amount of Reserves Used FY27
								FY 2028	FY 2029	FY 2030	FY 2031			FY 2027	FY 2028	
INFORMATION SYSTEMS SERVICES FUND																
	No Proposed Capital Projects												$ -			$ -
						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BUILDING FAINTENANCE FUND (704)																
FA25-01	Corporate Yard Slurry Seal		RESERVES (CAPITAL REPLACEMENT)	704-3200-412.90-07	PARKING LOT IMPROVEMENTS							$ 175,000	$ -			$ -
FA24-01	City Hall Roof project		RESERVES (CAPITAL REPLACEMENT)	704-3200-412.90-15	BUILDING IMPROVEMENTS				$ 350,000				$ 350,000			$ -
FA24-02	Senior Center Roof Project		RESERVES (CAPITAL REPLACEMENT)	704-3200-412.90-15	BUILDING IMPROVEMENTS			$ 250,000					$ 250,000			$ -
FA25-02	PW/Electric Roof Project		RESERVES (CAPITAL REPLACEMENT)	704-3200-412.90-15	BUILDING IMPROVEMENTS				$ 250,000				$ 250,000			$ -
FA24-03	HVAC Unit Replacement City Wide		RESERVES (CAPITAL REPLACEMENT)	704-3200-412.90-15	BUILDING IMPROVEMENTS	$ 250,000			$ 100,000	$ 100,000	$ 100,000		$ 300,000			$ -
FA25-03	Citywide Facility Need Assessment		RESERVES	704-3200-412.90-??	BUILDING PLANNING					$ 350,000			$ 350,000			$ -
FA25-04	Citywide Facility Condition Assessment		RESERVES	704-3200-412.90-??	BUILDING PLANNING				$ 350,000				$ 350,000			$ -
FA24-04	Armory EOC Improvements		STATE EOC GRANT	704-3200-412.90-15	IN PROCESS	$ 583,000							$ 583,000			$ -
						$ 833,000	**$ -**	**$ 250,000**	**$ 1,050,000**	**$ 450,000**	**$ 100,000**	**$ 175,000**	**$ 2,433,000**	**$ -**	**$ -**	**$ -**
						$ 41,827,627	**$ 35,996,751**	**$ 70,178,774**	**$ 75,930,279**	**$ 18,887,240**	**$ 22,517,898**	**$ 82,519,000**	**$ 223,893,942**	**$ 32,636,751**	**$ 61,603,774**	**$ 3,360,000**

**General Fund Accounts with no projects proposed are hidden*

CITY of BANNING

Fund/Department Legend

0001 General Fund Departments

0001– General
1000 – City Council
1200 – City Manager
1210 – Economic Development
1220 – Public Information
1230 – Grants Management
1300 – Human Resources
1400 – City Clerk
1500 – Elections
1800 – City Attorney
1900 – Fiscal Services
1910 – Purchasing & A/P
2060 – TV Government Access
2200 – Police
2210 – Dispatch
2300 – Animal Control
2400 – Fire
2700 – Building Safety
2740 – Code Enforcement
2800 – Planning
3000 - Engineering
3600 – Parks
4000 - Recreation
4010 – Aquatics
4020 – Day Care
4050 – Sr. Center
4060 – Sr. Center Advisory Board
4080 – Stagecoach Days
4800 – Debt Service
5400 – Community Enhancement
9600 – Refuse

Special Revenue Funds

002 – Developer Deposit Fund
005 – Successor Agency Admin Fund
100 – Gas Tax Street Fund
101– Measure A Street Fund
102 – RMRA (SB1) Gas Tax Fund
105 – NPDES Storm Water
110 – CDBG Fund
111 – Landscape Maintenance
132 – Air Quality Improvement Fund
140 – Asset Forfeiture/Police Fund
148 – Supplemental Law Enforcement
150 – State Park Bond Fund
200 – Special Donation Fund
201– Sr. Center Activities Fund
4050 – Senior Center
4060 – Senior Center Advisory Board
202 – Animal Control Reserve Fund
203 – Police Volunteer Fund
221 – CSCDA CFD 2020-02 Atwell
222 – ARPA – American Rescue Plan
300 – City Administration COP Debt Service
360 – Sun Lakes CFD #86- 1
365 – Wilson Street #91-1 Assessment Debt
370 – Area Police Computer Fund
375 – Fair Oaks #2004-01 Assessment Debt
376 – Cameo Homes

Capital Improvement Funds

400 – Police Facilities Development
410 – Fire Facilities Development
420 – Traffic Control Facility Fund
421 – Ramsey/Highland Home Road Signal
430 – General Facilities Fund
441– Sunset Grade Separation Fund
444 – Wilson Median Fund
445 – Hargrave Grade Separation Fund
451 – Park Development Fund
470 – Capital Improvement Fund

Banning Utility Authority Funds

660 – Water Fund
661 – Water Capital Facilities Fund
662 – Irrigation Water Fund
663 – BUA Water Capital Project Fund
669 – BUA Water Debt Service Fund
680 – Wastewater Fund
681 – Wastewater Capital Facility Fund
682 – Wastewater Tertiary Fund
683 – BUA Wastewater Capital Project Fund
685 – State Revolving Loan Fund
689 – BUA Wastewater Debt Service Fund

Enterprise Funds

600 – Airport Fund
610 – Transit Fund
5800 – Transit Fixed Route
5850 – Transit Dial a Ride
670 – Electric Fund
7000 – Electric
7010 – Generation & Transmission
672 – Rate Stability Fund
673 – Electric Improvement Fund
674 – '07 Electric Revenue Bond Project Fund
675 – Public Benefit Fund
678 – '07 Electric Revenue Bond Debt Service Fund

Internal Service Funds

700 – Risk Management Fund
5020 – Workers Compensation
5030 – Unemployment Insurance
5040 – Liability Insurance
5300 – City Attorney
702 – Fleet Maintenance
703 – Information Systems Services
704 – Building Maintenance
705 – Support Services
761 – Utility Billing Administration
3100 - Account & Collection Service
3110 - Meter Reading Service

Successor Agency Funds

805 – Redevelopment Obligation Retirement Fund
810 – Successor Housing Agency
830 – Debt Service Fund
840 - Bond Expenditure Agreement (BEA) Project Fund
841- Bond Expenditure Agreement (BEA) Low/Mod Fund
850 – Successor Agency

Updated 6-16-26 /cmd

CITY OF BANNING

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, THE BANNING UTILITY AUTHORITY, AND THE SUCCESSOR AGENCY OF THE CITY OF BANNING CALIFORNIA, APPROVING AND ADOPTING THE 2027-2031 5-YEAR CAPITAL IMPROVEMENT PROGRAM INCLUDING 2027 CAPITAL IMPROVEMENT APPROPRIATIONS

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its meeting of October 13, 2026. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider the adoption and approval of the 2027-2031 5-Year Capital Improvement Program including 2027 Capital Improvement Appropriations.

ENVIRONMENTAL DETERMINATION: The adoption of the 5-Year Capital Improvement Program specified in this Resolution was reviewed in accordance with the criteria contained in the California Environmental Quality Act ("CEQA") and the State CEQA guidelines. The City Council finds the adoption of the 5-Year Capital Improvement Program is not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4), as the action relates to the creation of government funding mechanisms or other governmental fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

REVIEW OF PROJECT INFORMATION: The proposed application, site plan, and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3125. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, Deputy City Clerk, teléfono (951) 922-3102.

BY ORDER OF THE PUBLIC WORKS DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

Art Vela, PE
Public Works Director

Dated: September 28, 2026
Publish: October 2, 2026

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Elizabeth Gibbs, City Manager**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Presentation of the Banning Police Department Organizational Assessment prepared by Jacob Green & Associates**

STAFF RECOMMENDATION:

Receive and file the Banning Police Department Organizational Assessment prepared by Jacob Green & Associates

BACKGROUND:

On November 25, 2025, the City Council held a 7.5-hour Strategic Planning Workshop to review the organization's main challenges and set long-term priorities. The workshop found four departments in severe distress: Finance, Information Technology, Human Resources, and Police. The Police Department was named the highest priority for immediate action. At the time, the Department had a vacancy rate of about 30%, a large number of employment-related claims, and an internal culture that, by the Chief's own assessment, needed a formal reset. The Council chose to spend one-time funds on an independent assessment of the Department.

The City's risk management authority, PERMA, recommended Jacob Green & Associates (JGA) as a leader in public safety organizational assessment. The Police Chief, Human Resources, and the City Attorney's Office met with JGA and jointly selected the firm. JGA submitted its proposal on December 26, 2025. On January 13, 2026, the City Council voted unanimously to adopt Resolution 2026-12, awarding JGA a professional services agreement to conduct the assessment. JGA's fee was an all-inclusive $48,000. The agreement ran from January 13 through June 30, 2026, and the assessment was to be completed within 90 days.

On February 24, 2026, the City Council adopted the City's Strategic Plan, *Banning 2030: Designing Our Future TODAY!* Under Strategic Goal 1, Ensuring Public Safety, the plan makes the assessment a first-tier policy initiative: **1b. Provide One-Time Resources and Independently Evaluate the Police Department.** The initiative's charter, the Banning PD Organizational Assessment and Improvement Initiative, calls for an objective evaluation of the Department's culture and practical strategies to move it in a more positive direction. It also calls for consistent performance expectations across all ranks. Its final milestone is a review of the assessment's recommendations and a proposed implementation plan for the Police Chief and City Manager.

The assessment aimed to provide an objective view of the Department's culture and operations. It was also meant to give Department leadership practical strategies for setting consistent performance expectations across all ranks.

JGA gathered input in three ways:

- One-on-one interviews with 20 Department employees
- A survey of Department staff, with 26 responses
- A survey of City department heads, with 5 responses

Interviews and surveys covered four areas: purpose, resources, leadership, and culture and climate. JGA presented its findings to City staff on June 12, 2026.

The assessment results were shared with all Police Department employees on September 25, 2026, along with a summary from the City Manager. The assessment is now being presented to the City Council and made available to the public (Attachment 1).

JUSTIFICATION:

The assessment gives the City a clear, independent picture of where the Police Department stands and a practical set of next steps. Receiving it in public completes the assessment phase of Strategic Plan Initiative 1b and gives the community the same information the City is using to guide improvements.

Strengths. JGA found a workforce that remains committed to serving the community despite serious staffing pressure. Employees generally view their immediate supervisors positively. Several reported that assignment and promotion processes have become more transparent and merit-based. Employees showed broad awareness that improvement is needed and a willingness to support change. Other City departments described the Department as generally open to collaboration (average rating 3.8 out of 5).

Challenges. JGA also identified significant concerns in each area it reviewed:

- **Staffing and workload:** Shortages across patrol, dispatch, investigations, and support functions are the Department's most significant operational risk. They contribute to overtime, burnout, turnover, and officer safety concerns. Strategic Plan Initiative 4c, a proactive outreach and hiring program for Police, also targets this issue.
- **Direction and structure:** Employees reported uncertainty about the Department's mission, goals, and priorities. Divisions often operate in silos, and service delivery is mostly reactive.
- **Leadership:** Employees described executive leadership as divided, with low trust and inconsistent accountability and communication.
- **Culture and climate:** Employees reported low morale, perceived favoritism, internal conflict, and hesitation to raise concerns for fear of retaliation.
- **Systems and training:** Administrative systems and report-writing tools are outdated, and training and professional development opportunities are limited.

Survey Statement	Average Rating	Share answering 1 (strongly disagree)

The Department has sufficient staffing levels to meet current service demands	1.42	81%
The Chief of Police, Acting Captain, and Lieutenant operate as a unified and cohesive group	1.62	77%
Favoritism and cliques do not influence decision-making or opportunities	1.73	73%
Communication of organizational goals is consistent across all levels of the Department	1.85	39%
I am confident in the Department's ability to improve and move forward in a positive direction	2.65	27%
My immediate supervisor is a good leader	3.27	27%
Maintenance issues with equipment, including police vehicles, are addressed promptly	3.28	16%

Selected staff survey results (1 = strongly disagree, 5 = strongly agree)

Recommendations. JGA recommends short-term, measurable actions to build confidence, alignment, and results:

1. Strengthen executive leadership alignment, with clearly defined roles and consistent messaging.
2. Evaluate bringing in experienced executive leadership from outside the Department.
3. Implement a proactive, data-driven policing strategy.
4. Complete a comprehensive staffing and workload analysis.
5. Establish a formal internal communication strategy.
6. Standardize written criteria for discipline, assignments, promotions, training, and evaluations.
7. Develop a department-wide culture and wellness plan.
8. Rebuild trust through listening sessions and facilitated teambuilding.
9. Reinforce chain of command and provide leadership training for supervisors.

Each recommendation includes measures so the City can track progress.

Actions underway. The City has already begun to respond:

- **Results shared with employees.** All Police Department employees received the assessment and a summary from the City Manager before this public presentation.
- **Command structure.** The Fiscal Year 2026–27 budget, adopted by the City Council on September 22, 2026, eliminated the Police Captain position. The Acting Captain assignment referenced in the survey no longer exists.
- **Outside interim leadership.** JGA recommended experienced executive leadership from outside the Department, without prior internal alliances or history. Consistent with that recommendation, the City Manager is asking the City Council to approve the appointment of an experienced retired annuitant to serve as interim Police Chief. That appointment is a separate item on tonight's agenda.

Consistent with the Initiative 1b charter, staff will use the recommendations to develop an implementation plan for the Department.

FISCAL IMPACT:

Receiving and filing the assessment has no fiscal impact. Under Resolution 2026-12, the City Council appropriated $52,800 for this work in Fiscal Year 2025/26 to Account 001-1300-412.33-11 (Human Resources – Professional Services). That amount covered JGA's $48,000 all-inclusive fee plus a 10% contingency for additional services. The total paid to JGA was $49,601.36. Any recommendations requiring funding will return to the City Council for consideration, in keeping with Banning's Workout Plan to Fiscal Sustainability.

ATTACHMENTS:

1. Banning PD Organizational Assessment_Presentation.pdf

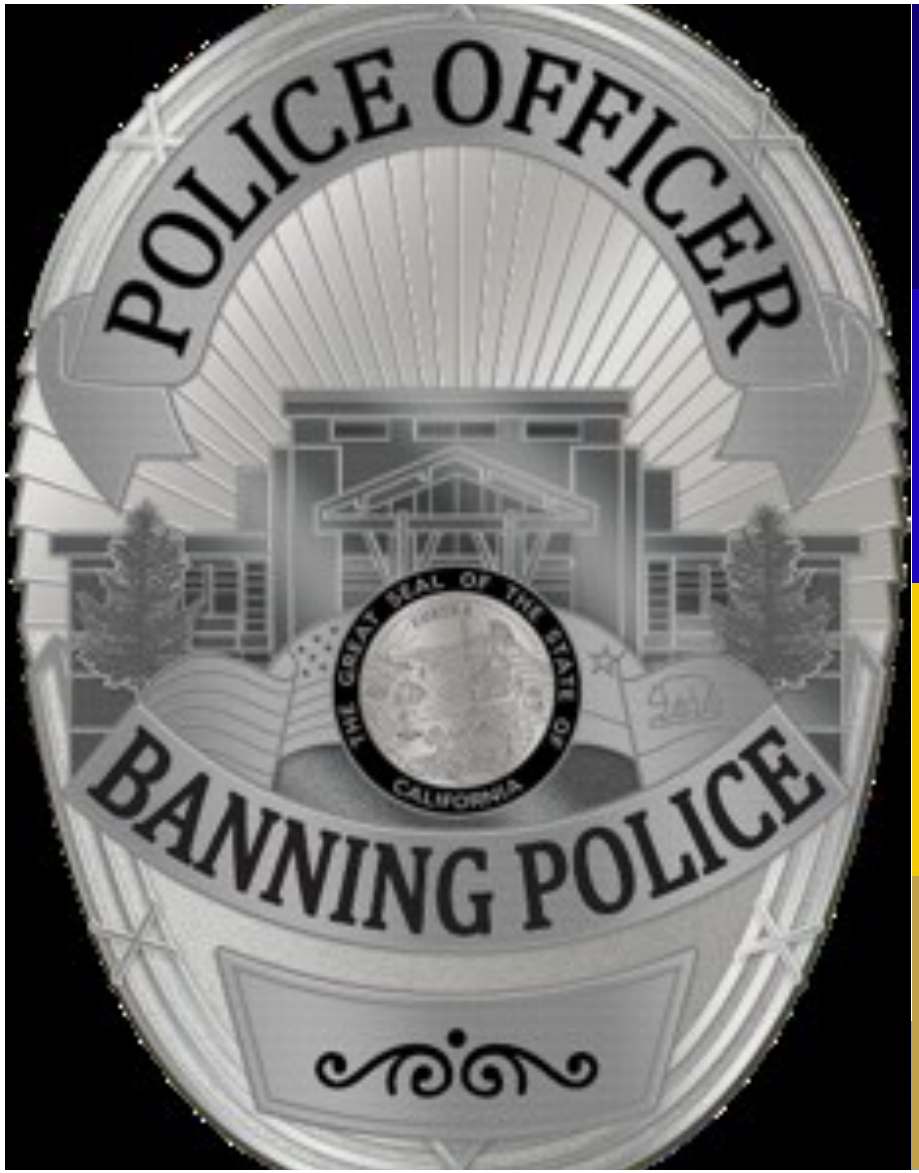
City of Banning
Police Department
Organizational Assessment Presentation

June 12, 2026



JACOB GREEN & ASSOCIATES

BANNING ESTABLISHED 1913 POLICE



Presentation

1. Purpose
2. Methodology
3. Assessment Findings
4. AEM Cube - Team Dynamics
5. Recommendations for Future Readiness



Purpose of Assessment

Provide a third-party perspective on the City of Banning Police Department to identify **organizational development** enhancements that will prepare the team for future growth and success.

Department Overview

The **Banning Police Department** was established in 1913 and employs about 50 sworn officers and civilian staff. It serves the City of Banning, which covers approximately 23 square miles with an estimated population of 33,000. The department's mission is to serve with honor and protect all citizens of our culturally diverse community, through a partnership focused on public trust and providing a safe environment for all.

Services and Programs

- Field Patrol and Traffic Division
- Detective Bureau for investigations
- Gang Task Force and Community Special Enforcement Team
- Field Training Officer and Reserve Police Officer Programs
- School Resource Officer and Homeless Liaison Officer
- Animal Control Services
- Crime Reporting, including online reporting for non-emergency incidents
- The department also supports educational programs like Gang Resistance Education And Training (G.R.E.A.T.), which provides school-based instruction to prevent youth involvement in gangs

Methodology

1 on 1 Interviews:

- 20 - Department Staff

Explored:

- Strengths
- Challenges
- Purpose
- Resources
- Leadership
- Culture/Climate

26 Department Survey Responses
5 City Department Head Survey Responses

10 AEM-Cube Assessments

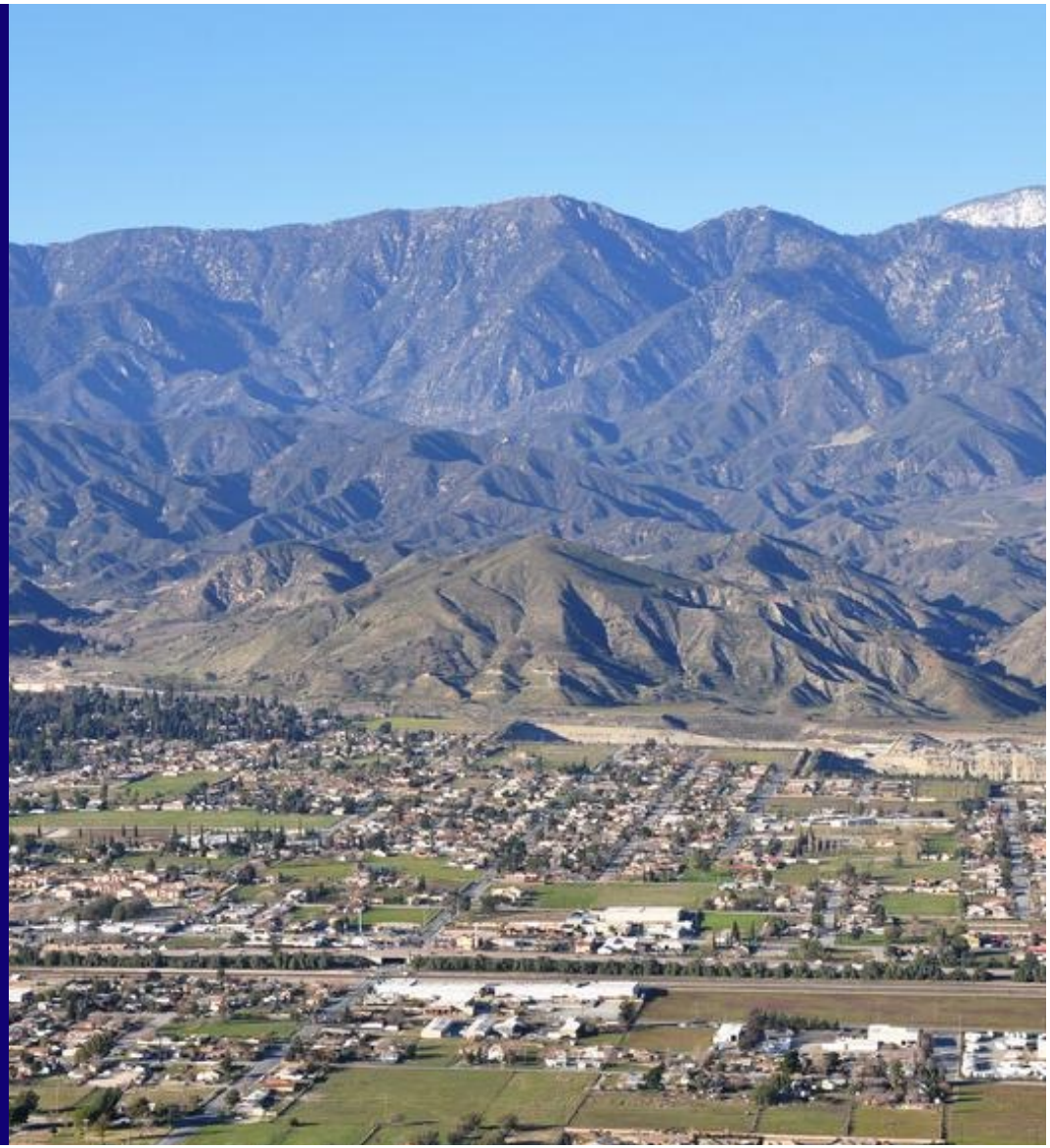


JACOB GREEN & ASSOCIATES

Assessment Findings

Assessment Categories

- Purpose
- Resources
- Leadership
- Culture/Climate



Purpose
Findings

JACOB GREEN & ASSOCIATES

STRENGTHS

Commitment To Service: Employees and stakeholders consistently acknowledged that personnel remain committed to serving the community and maintaining public safety services despite staffing shortages, operational strain, and organizational instability.

Openness To Improvement: Employees demonstrated broad awareness that operational systems, organizational alignment, and internal processes require improvement, reflecting organizational willingness to support change efforts.

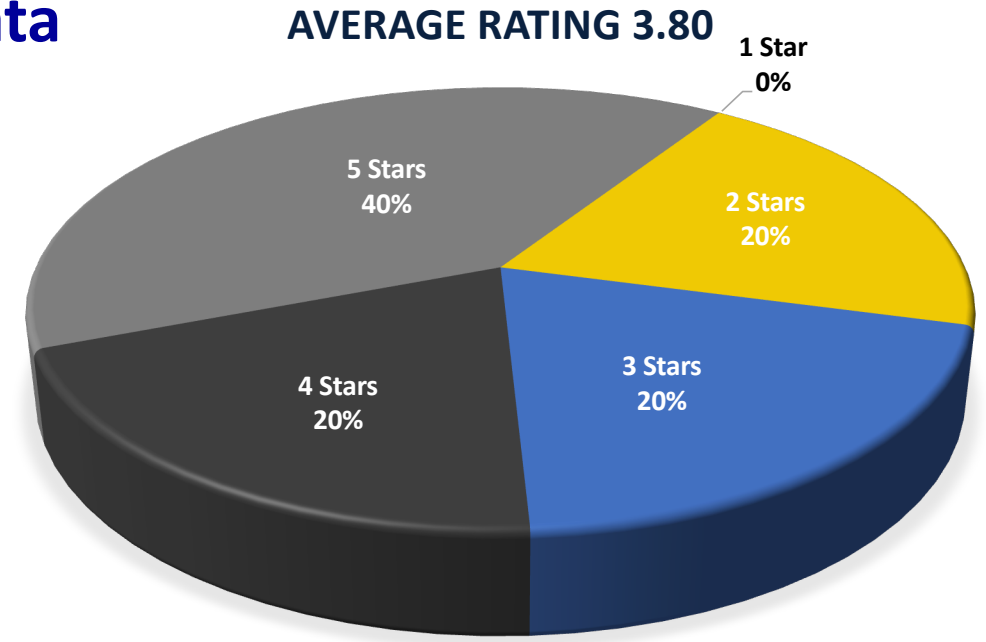
Collaborative External Relationships: Stakeholders described the Department as generally willing to collaborate with other City departments and respond to external feedback.

"I hope this survey and organizational assessment has an impact and there are positive changes."

Purpose

City Department Head Survey Data

The Police Department is open to feedback and collaboration from other City departments.



Based on a scale of 1-5 stars
(1 meaning strongly disagree, 5 meaning strongly agree)

Purpose
Findings

JACOB GREEN & ASSOCIATES

CHALLENGES

Unclear Organizational Direction: Employees consistently reported uncertainty regarding the Department's mission, goals, priorities, and overall direction, limiting organizational alignment across divisions and ranks.

Fragmented Organizational Structure: Divisions and support units were frequently described as operating independently without cohesive priorities, resulting in siloed operations and inconsistent coordination.

Reactive Service Delivery: Employees described the Department as primarily reactive rather than proactive in addressing crime trends, community concerns, and operational planning.

Inconsistent Policies And Processes: Staff reported confusion regarding policies, decision-making authority, accountability expectations, and operational procedures. Administrative systems and workflows were also described as outdated and inefficient.

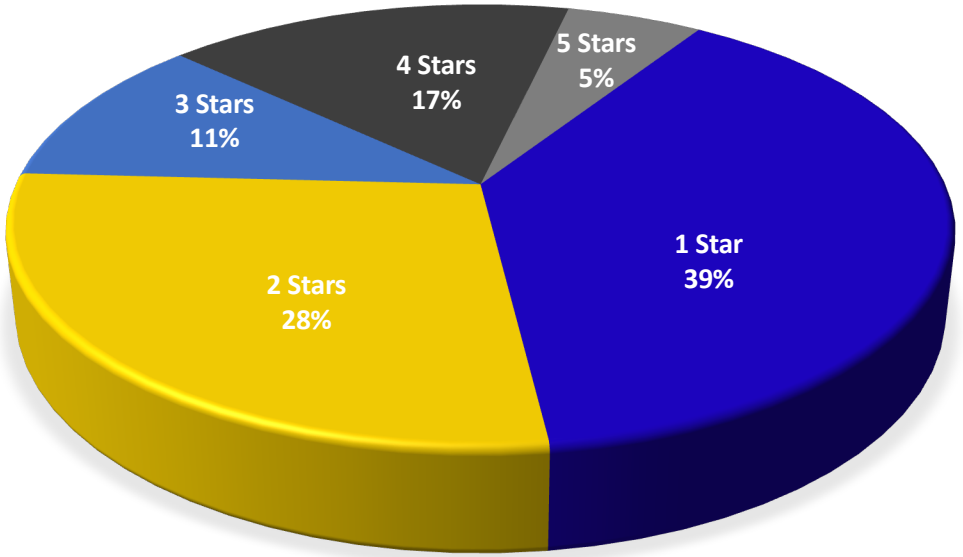
"The department does not have a clear direction. New officers don't know what the mission is and the older officers are not sure either."

Purpose

PD Staff Survey Data

Communication of organizational goals is consistent across all levels of the Department.

AVERAGE RATING 1.85



Based on a scale of 1-5 stars
(1 meaning strongly disagree, 5 meaning strongly agree)

Resources
Findings

JACOB GREEN & ASSOCIATES

STRENGTHS

Reliable Operational Support: Employees generally viewed technology support and equipment maintenance more positively than many other operational support areas, indicating relative consistency in these functions.

Dedicated Workforce Commitment: Staff consistently acknowledged that employees continue working hard to maintain operations and fulfill service responsibilities despite staffing shortages and operational pressure.

Existing Wellness Resources: The Department has implemented wellness-related amenities and support resources intended to support employee well-being.

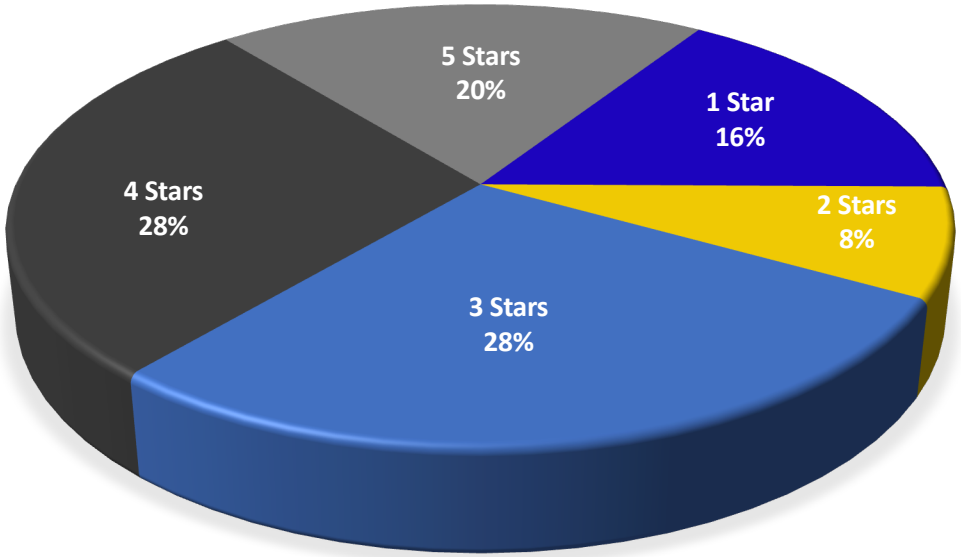
"We're fulfilling the duties and making it work."

Resources

PD Staff Survey Data

Maintenance issues with equipment, including police vehicles are addressed promptly to minimize disruptions in workflow.

AVERAGE RATING 3.28



Based on a scale of 1-5 stars
(1 meaning strongly disagree, 5 meaning strongly agree)

Resources
Findings

JACOB GREEN & ASSOCIATES

CHALLENGES

Severe Staffing Shortages: Staffing shortages across patrol, dispatch, investigations, and support functions were consistently identified as one of the Department's most significant operational risks affecting service delivery, officer safety, morale, and retention.

Retention And Compensation Pressure: Employees consistently identified low compensation and turnover as major contributors to staffing instability and recruitment challenges.

Burnout And Workload Stress: Employees described significant burnout caused by staffing shortages, overtime demands, workload pressure, and administrative responsibilities.

Limited Training And Development: Employees expressed concern regarding limited training opportunities, inconsistent mentorship, and insufficient professional development pathways.

Outdated Administrative Systems: Administrative systems, paperwork processes, report writing software, and workflows were widely viewed as outdated and inefficient.

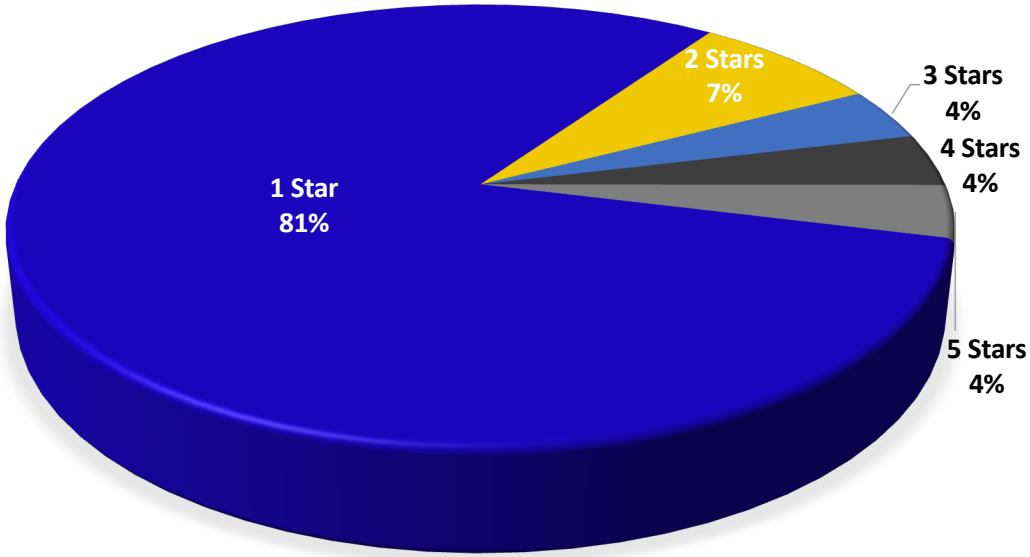
"There are times when there are not enough patrol officers, and it can create officer safety concerns."

Resources

PD Staff Survey Data

The Department has sufficient staffing levels to meet current service demands.

AVERAGE RATING 1.42



Based on a scale of 1-5 stars
(1 meaning strongly disagree, 5 meaning strongly agree)

Leadership
Findings

JACOB GREEN & ASSOCIATES

STRENGTHS

Positive Frontline Supervision: Many employees viewed some immediate supervisors and first-line leadership positively, noting their role in maintaining operational stability and mentoring staff.

Desire For Leadership Improvement: Employees demonstrated strong awareness of leadership expectations and expressed constructive ideas for improving accountability, professionalism, and organizational integrity.

Improved Merit-Based Processes: Several employees reported that assignment and promotional processes have become more transparent and merit-based than in prior years.

Leadership Accessibility: Some employees described the Chief of Police as approachable and accessible to staff.

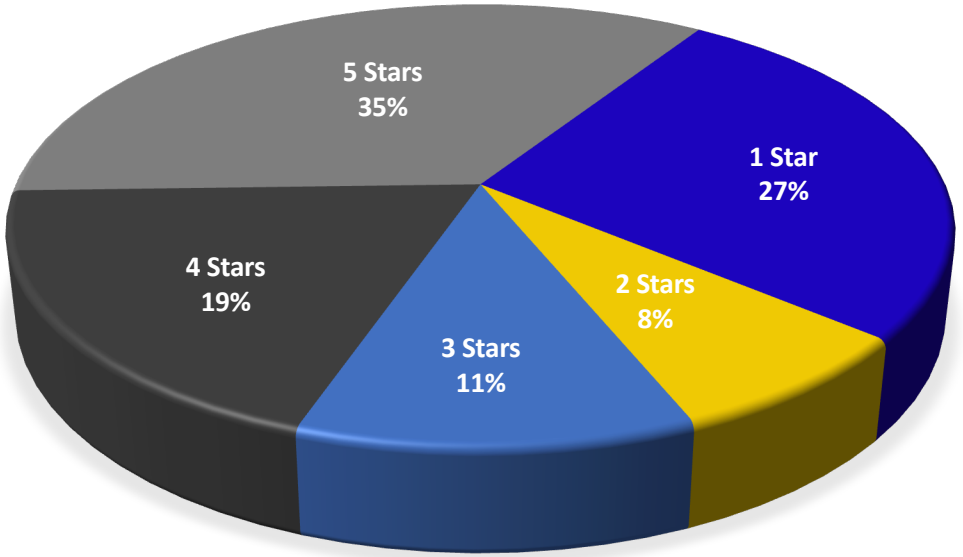
"The Chief acknowledges and encourages hard work."

Leadership

PD Staff Survey Data

My immediate supervisor is a good leader.

AVERAGE RATING 3.27



Based on a scale of 1-5 stars
(1 meaning strongly disagree, 5 meaning strongly agree)

Leadership
Findings

JACOB GREEN & ASSOCIATES

CHALLENGES

Fragmented Executive Leadership: Employees consistently described executive leadership as divided, lacking cohesion, and operating with inconsistent priorities and communication.

Low Trust in Leadership: Trust in executive leadership emerged as one of the most consistent organizational concerns. Employees reported distrust related to communication, accountability, favoritism, and leadership alignment.

Inconsistent Accountability Practices: Employees repeatedly identified uneven discipline, favoritism, and inconsistent enforcement of standards throughout the Department.

Communication Breakdowns: Employees described concerns regarding unclear messaging, insufficient transparency, and lack of information sharing across divisions and ranks.

Need for Experienced Operational Leadership: Many respondents specifically identified the need for an experienced permanent Captain or executive operational leader to improve alignment, accountability, supervision, and organizational stability.

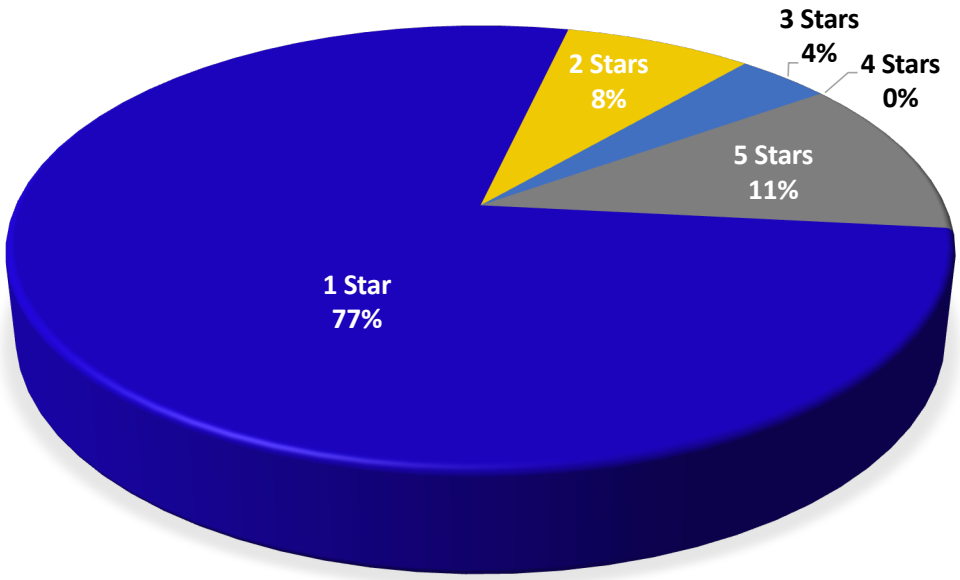
"A captain from the outside that doesn't have relationships in the department or 'skeletons in his closet.' Someone fair, consistent and professional."

Leadership

PD Staff Survey Data

The Chief of Police, Acting Captain, and Lieutenant operate as a unified and cohesive group.

AVERAGE RATING 1.62



Based on a scale of 1-5 stars
(1 meaning strongly disagree, 5 meaning strongly agree)

Culture/ Climate Findings

JACOB GREEN & ASSOCIATES

STRENGTHS

Commitment to Profession: Many employees expressed continued dedication to policing, public service, and supporting the community despite organizational challenges.

Belief in Improvement: Employees and stakeholders expressed optimism that the Department can improve with stronger leadership, structure, communication, and accountability.

Positive Unit Camaraderie: Some employees described supportive teamwork and professionalism within specific work units and support staff groups.

Peer Recognition of Employee Work Ethic: Employees consistently acknowledge each other for their hard work, professionalism, and resilience demonstrated by many Department members under difficult conditions.

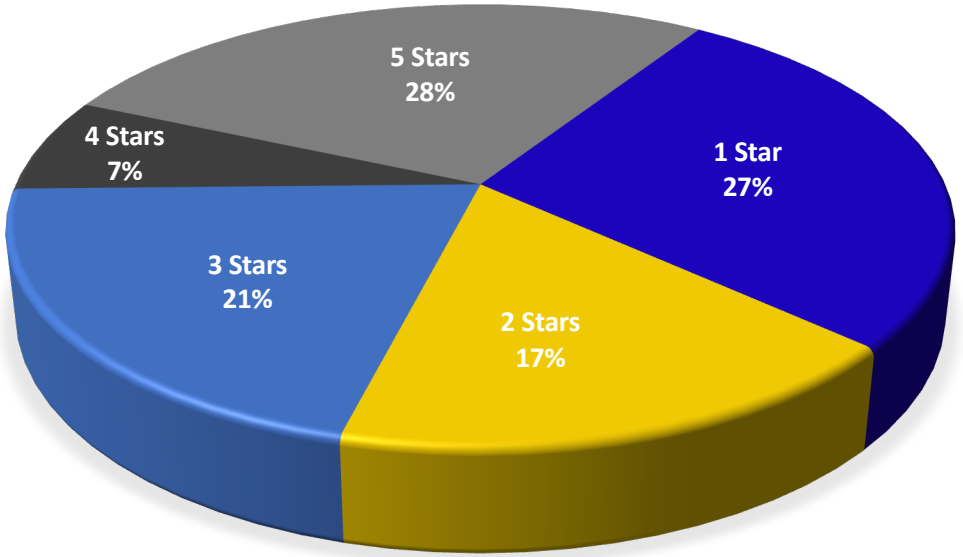
"Even with the chaos, I still enjoy the police department."

Culture/Climate

PD Staff Survey Data

I am confident in the Department's ability to improve and move forward in a positive direction.

AVERAGE RATING 2.65



Based on a scale of 1-5 stars
(1 meaning strongly disagree, 5 meaning strongly agree)

Culture/ Climate Findings

JACOB GREEN & ASSOCIATES

CHALLENGES

Low Organizational Morale: Morale was consistently described as low due to staffing shortages, internal conflict, leadership concerns, workload demands, and frustration with organizational conditions.

Organizational Distrust: Employees repeatedly described low trust between employees, supervisors, and executive leadership.

Favoritism and Clique Behavior: Employees consistently reported perceptions that favoritism, cliques, and personal relationships influence assignments, discipline, and decision-making.

Burnout and Wellness Concerns: Employees frequently described stress, burnout, overtime fatigue, and wellness concerns impacting motivation and retention.

Fear of Retaliation: Employees expressed hesitation to raise concerns due to fear of retaliation or negative organizational consequences.

Internal Conflict and Division: Interviews described significant gossip, conflict, tension, and division throughout the organization.

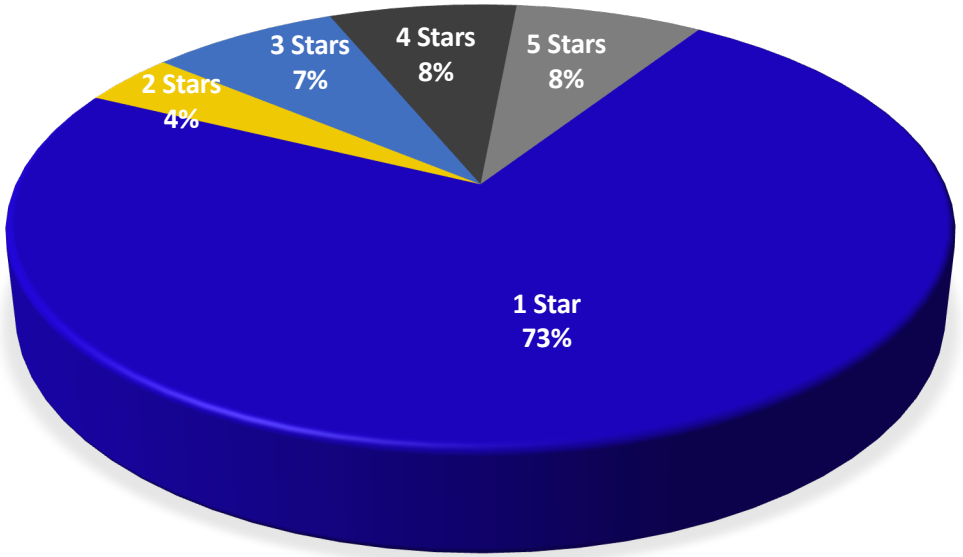
"Favoritism and cliques are what currently define the culture of the police department."

Culture/Climate

PD Staff Survey Data

Favoritism and cliques do not influence decision-making or opportunities.

AVERAGE RATING 1.73



Based on a scale of 1-5 stars
(1 meaning strongly disagree, 5 meaning strongly agree)

Recommendations for Future Readiness

JGA's Approach:

Short-Term Achievable Actions to Build Organizational Confidence, Alignment and Results



Recommendations

1

Strengthen Executive Leadership Alignment and Confidence

- Prioritize rebuilding executive leadership alignment by clearly defining the roles, responsibilities, and authority of the Chief of Police, Acting Captain, and Lieutenant. Leadership should establish unified organizational priorities, conduct regular executive alignment meetings, present consistent messaging to employees, reinforce chain-of-command practices, improve transparency regarding decisions, and eliminate conflicting direction and perceived favoritism.
- Consideration should also be given to executive coaching or outside organizational leadership support to strengthen leadership cohesion, professionalism, and organizational stability.

Measurement

- Track the number of executive leadership meetings held each month, attendance, and completion of written action items.
- Completion and distribution of an executive leadership roles and responsibilities matrix.



Recommendations

2

Evaluate Outside Executive Leadership Option

- Evaluate replacing the current Acting Captain assignment with an experienced outside Captain or Assistant Chief from a professionally recognized law enforcement agency.
- An outside executive leader without prior internal alliances or historical conflicts may help improve organizational trust, reduce perceptions of favoritism, strengthen accountability systems, support the Chief's vision, and provide operational stability and professional leadership development throughout the organization.

Measurement

- Document the operational, leadership, accountability, and organizational needs the position is intended to address.
- Completion of a written analysis comparing the current Acting Captain model with an outside executive leadership option, including cost, benefits, risks, and implementation considerations.



Recommendations

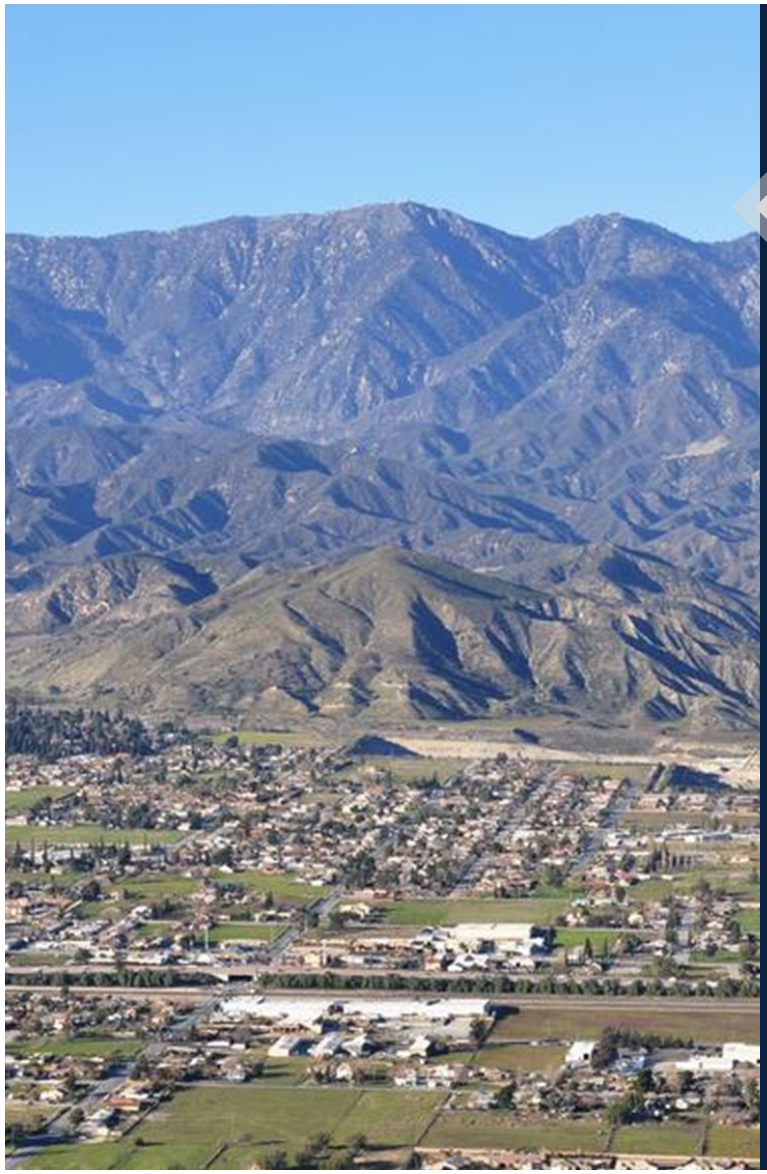
3

Implement Proactive Policing Strategy

- Implement a proactive policing strategy driven by crime data, workload analysis, and targeted deployment models.
- This strategy should focus on identifying crime trends, repeat locations, repeat offenders, and peak call demand periods to improve operational effectiveness, officer deployment, community engagement, and long-term problem-solving efforts.

Measurement

- Track the number of crime and workload review meetings held, crime trends reviewed, repeat locations identified, and deployment decisions made.
- Track directed patrol hours, officer-initiated activity, community/business contacts, arrests, citations, calls for service, and crime trends in targeted areas.



Recommendations

4

Conduct Comprehensive Staffing and Workload Analysis

- Complete a staffing and workload analysis evaluating patrol staffing, dispatch operations, investigative workload, overtime usage, specialty assignments, and support staffing needs.

Measurement

- Delivery of a final report identifying staffing gaps, workload demands, overtime impacts, operational risks, and phased staffing recommendations.



Recommendations

5

Implement Formal Organizational Communication Strategy

- Establish formal communication mechanisms, including regular all-hands meetings, leadership briefings, division updates, and standardized communication expectations for supervisors and command staff.
- Organizational priorities, policy changes, and operational decisions should be consistently communicated across all levels.

Measurement

- Track the number of department-wide leadership updates issued each month and the topics covered, including staffing, priorities, policy changes, operational decisions, and progress on organizational initiatives.
- Track the number of supervisor, patrol, and detective meetings held, attendance, key messages delivered, and confirmation that information was shared with assigned personnel.



Recommendations

6

Standardize Accountability and Assignment Processes

- Implement standardized procedures and documented criteria for discipline, specialty assignments, promotions, training opportunities, and performance evaluations.
- Accountability standards should be applied consistently across all ranks and assignments, with supervisory oversight to ensure fairness and transparency.

Measurement

- Completion and distribution of written procedures and criteria, with confirmation that employees were informed of the process.



Recommendations

7

Develop Department-Wide Culture and Wellness Plan

- Implement a comprehensive culture and wellness strategy focused on employee recognition, peer support, workload management, wellness utilization, leadership visibility, team-building, and psychological safety.
- Supervisors should receive training related to employee wellness, conflict management, and morale improvement.

Measurement

- Track the number of employees recognized (quarterly and/or annually), the reasons for recognition, and the level of participation by supervisors and command staff.



8

Recommendations

Build Trust Through Communication and Teambuilding

- Implement strategies focused on rebuilding trust, improving communication, and strengthening organizational cohesion through transparent leadership communication, consistent accountability practices, employee engagement efforts, and facilitated teambuilding initiatives.
- Leadership should create regular opportunities for employees to provide input, discuss concerns, and participate in collaborative problem-solving to improve morale, teamwork, and organizational trust.

Measurement

- Track the number of employee listening sessions held, employee participation levels, major themes identified, and action items developed in response to employee input.
- Track the number of employee-identified issues addressed, completion dates, responsible parties, and follow-up communication provided to employees.



Recommendations

9

Reinforce Chain of Command and Supervisory Responsibilities

- Establish and communicate clear expectations regarding chain-of-command protocols and supervisory responsibilities. Supervisors and command staff should consistently reinforce these expectations and redirect employees appropriately when violations occur.
- Leadership development training should also be provided to strengthen supervisory effectiveness.

Measurement

- Completion and distribution of chain-of-command written expectations, with confirmation that all personnel received and reviewed the guidance.
- Track attendance of leadership development training by supervisors and command staff, topics covered.

Questions?

Thank You

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Lisa Rossi, Human Resources Director** **Elizabeth Gibbs, City Manager**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution 2026-141, Authorizing the Appointment of Retired Annuitant George Crum as Interim Police Chief**

STAFF RECOMMENDATION:

Adopt Resolution 2026-141

BACKGROUND:

In August of 2026, Police Chief Vincent Silva went on approved leave, and his return date is unknown. Staff requests authorization to hire an Interim Police Chief to manage the Police Department's day-to-day operations during his absence. Staff has identified George Crum as a qualified candidate.

Chief Crum (Ret.) has 36 years of progressive law enforcement experience, with his last nine years as the Police Chief of the Cathedral City Police Department. If approved, Chief Crum's first day as Interim Police Chief will be October 26, 2023. The City Manager will extend a conditional offer of employment contingent upon satisfactory completion of a background investigation as required by POST, a pre-employment physical, psychiatric examination, and confirmation that all CalPERS post-retirement employment requirements have been satisfied.

Pursuant to Government Code sections 7522.56(C) and 21221(G), the City may hire a retired annuitant for no more than 960 hours per year to fill the role of Interim Police Chief. In accordance with these guidelines, Chief Crum is restricted to an aggregate of 960 hours per fiscal year across all CalPERS contracting agencies. His appointment ensures that the Police Department remains under expert leadership during this pivotal period.

JUSTIFICATION:

The resolution for Interim Retired Annuitant under Government Code sections 7522.56(c) and 21221(g), allows for a public agency to appoint a CalPERS retiree to temporarily fill a position while the employee in that position is on an approved leave of absence. The leave may last no more than one year. This lets the City keep essential work going without hiring a permanent replacement. The appointment is meant for positions that require specialized skills, such as a City Manager, Police Chief, Fire Chief, or

Department Head.

Because the employee is expected to return to the position, the City does not need to hold an open recruitment. Council must approve the appointment by resolution at a public meeting before the retiree starts work. The resolution must state the length of the leave and the retiree's specialized skills for the role. The retiree must also meet the post-retirement employment limits in Government Code section 7522.56.

FISCAL IMPACT:

The cost of the retired annuitant appointment will be paid from the Police Department's adopted Fiscal Year 2026–27 operating budget, in the General Fund, Police Administration salaries account.

Under California Government Code Sections 7522.56 and 21221(g), the retired annuitant will be paid an hourly rate of $119.6007, which is Step 13 of the Salary Grade (D03/CP03) for the Police Chief position. That rate can't exceed the maximum monthly base salary for the Police Chief classification divided by 173.333. The retired annuitant gets no other pay, incentives, or benefits beyond that hourly rate; additionally, the City makes no CalPERS retirement contributions for the position. The appointment is limited to 960 hours per fiscal year. Based on the maximum hours the retired annuitant can work, the estimated cost, including normal city-paid taxes, is $145,860.00 through June 30, 2027.

The Police Chief's position stays filled and funded while the permanent Chief is on leave. As a result, this appointment adds cost to the Police Department budget during the overlap period. For now, the Department will absorb the cost within the existing appropriations. During a future Budget Update, staff will propose budget appropriations to reallocate qualified operational expenses to the Supplemental Law Fund. This fund has been underutilized for the past few years and has a healthy fund balance.

ATTACHMENTS:

1. Banning_Retired_Annuitant_Police_Chief_Resolution_Final_edited_JT.docx

RESOLUTION 2026-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE APPOINTMENT OF GEORGE CRUM, A CALPERS RETIRED ANNUITANT, TO TEMPORARILY PERFORM THE DUTIES OF CHIEF OF POLICE DURING AN APPROVED LEAVE OF ABSENCE, PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21221(g)

WHEREAS, Government Code section 21221(g) permits a CalPERS contracting agency to appoint a retired person to temporarily fill a position held by a permanent employee who is on an approved leave of absence, for a period not to exceed one year, subject to the post-retirement employment restrictions of Government Code section 7522.56; and

WHEREAS, the permanent Chief of Police of the City of Banning is on approved leave of absence for an unknown period of time (not to exceed one year); and

WHEREAS, the position of Chief of Police requires specialized skills, including law enforcement executive command experience, knowledge of police department administration and operations, and the qualifications required by the Commission on Peace Officer Standards and Training (POST), and the City requires these skills on a temporary basis to prevent a disruption of public safety services during the leave of absence; and

WHEREAS, George Crum retired from the California Public Employees' Retirement System (CalPERS), effective December 18, 2025, from the position of Police Chief, and possesses the specialized skills required to temporarily perform the duties of Chief of Police; and

WHEREAS, the City Manager has extended a conditional offer of employment to George Crum as a retired annuitant to perform the duties of Chief of Police, with an anticipated start date of October 26, 2026, contingent upon satisfactory completion of a background investigation as required by POST, a pre-employment physical examination, psychiatric examination, and confirmation that all CalPERS post-retirement employment requirements have been satisfied; and

WHEREAS, the City Council desires to appoint George Crum, a retired annuitant, to temporarily perform the duties of Chief of Police during the current Police Chief's leave of absence, pursuant to and in compliance with Government Code sections 7522.56 and 21221(g).

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby certifies the nature of the employment of George Crum as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Police Chief for the City of Banning by October 26, 2026, because the need for executive-level support continues to exist while the current Police Chief is on an approved leave of absence.

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of October 2026.

_____
Richard Royce, Mayor
City of Banning

ATTEST:

_____
Sandra Calderon, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
,Esq.
Slovak, Baron, Empey, Murphy & Pinkney

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-141, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 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:	**October 13, 2026**
SUBJECT:	**Resolution 2026-137 Adopting Policies for the Budget and Finance Committee and Expanding its Membership to Include Members of the Public**

STAFF RECOMMENDATION:

Adopt Resolution 2026-137

BACKGROUND:

The Budget and Finance Committee was formed in January 2014, when the City Council approved its annual committee assignments. The committee did not appear on the 2013 assignment list. It was established as one of the Council's "2x2 Council Working Groups," with initial appointments of two Council Members and the City Treasurer. At that meeting, the Council also discussed that committees would meet quarterly unless otherwise stated and that staff would develop a meeting calendar so the public would know when committees meet. No focus, scope, or membership rules were adopted for the committee at that time.

In January 2023, the City Council directed the City Manager to develop policies for its standing committees. On April 25, 2023, Mayor Pro Tem Wallace requested policies specific to the Budget and Finance Committee. On May 9, 2023, staff presented proposed Resolution 2023-81, which would have approved City Council Standing Committee Policies for the Council's six standing committees (Attachment 1). The City Council did not adopt Resolution 2023-81. As a result, the City has not adopted policies governing the focus, responsibilities, procedures, or membership of the Budget and Finance Committee or its other standing committees.

The May 9, 2023 staff report noted that the Budget and Finance Committee was the most active committee, and that the lack of written guidance had led to requests that departed from the committee's original intent, including an attempt to direct the Administrative Services Director. The proposed policies would have addressed this by establishing that committees are advisory, work only on matters assigned by the City Council, and have no authority to direct staff, adopt policy, or obligate the City. They would also have defined the Budget and Finance Committee's focus and responsibilities in five areas: Budget, Compliance, External Audit, Asset Management, and Oversight.

The 2023 draft also did not address committee membership, qualifications, terms of service, or participation by members of the public. The committee continues to be made up only of two Council Members and the City Treasurer, and it still operates without written guidance on its scope or procedures.

The City's circumstances have changed significantly since 2023. On February 24, 2026, the City Council

adopted a Strategic Plan that makes Banning's Workout Plan to Fiscal Sustainability a top priority. On June 9, 2026, the City Council adopted continuing Resolution 2026-89 to authorize expenditures while the budget was completed, and on June 23, 2026, the City Council declared a fiscal emergency through Resolution 2026-102. The City held public budget workshops on August 18, August 20, August 26, and September 10, 2026, and the City Council adopted the FY 2026-27 budget on September 21, 2026.

During the same period, the Riverside County Civil Grand Jury issued its report, "Banning: A City Alarmingly Mismanaged," and the City submitted its formal response. The FY 2025 audit is nearing completion, and the FY 2026 audit is expected to begin before the end of calendar year 2026.

At the September 22, 2026, City Council meeting, Mayor Royce requested that the City Council consider expanding the Budget and Finance Committee to include members of the public. This report responds to that request. Because the 2023 policies were never adopted, it uses the 2023 draft as a starting point for Budget and Finance Committee policies, and adds provisions for public members.

JUSTIFICATION:

The City is asking residents to understand and support difficult financial decisions under a declared fiscal emergency. Adding qualified members of the public to the Budget and Finance Committee would give residents a direct, ongoing role in reviewing the City's finances in furtherance of direct public oversight. Staff has identified the following reasons to support the change:

1. Transparency and public trust - Following a fiscal emergency declaration and the Grand Jury report, residents have reason to want independent eyes on the City's finances. Public members who are not elected and not employed by the City provide that independent perspective in a public, Brown Act-noticed setting.
2. Added expertise at no cost - Banning residents with backgrounds in accounting, auditing, public finance, banking, or utility rates can add technical capacity while the Finance Department continues to rebuild and clean up the City's books.
3. Continuity through a multi-year recovery - Council committee assignments can change every year. Public members serving staggered two-year terms would provide continuity across the multi-year Workout Plan, the audits, and future budget cycles.
4. Stronger audit oversight - Under the proposed policies, the committee would review audit results. The Government Finance Officers Association (GFOA) recommends that governments maintain an audit committee whose members, collectively, have expertise in accounting, auditing, and financial reporting and are independent of management. Qualified public members help the committee meet that standard.
5. Puts written guardrails in place for the first time - Because Resolution 2023-81 was not adopted, the committee has no written scope or procedures today. The proposed policies would establish that the committee is advisory, works only on matters assigned by the City Council, and may not direct staff. This gives public members clear rules from their first meeting.
6. Timing - If the City Council provides direction now, public members could be appointed in December 2026 and participate in the FY 2027-28 budget and FY 2026 audit process.

Staff proposes the following framework for the committee:

1. Number of committee members - Two Council Members appointed annually by the Mayor; City Treasurer; and two at large residents of the city of Banning.
2. Eligibility - Banning residents, 18 years or older. NOT eligible - City employees; family members of Council; the City Manager or Finance Department staff; owners, officers, or employees of businesses with active City contracts; employees of the City's external audit firm; and members or family members of another City board, commission, or committee.
3. Desired qualifications - experience in accounting, auditing, public or municipal finance, budgeting, banking, investments, or utility finance. A CPA, CPFO, CIA, or similar credentials is preferred but not required.

4. Appointment process - City Clerk posts vacancies for at least 30 days. Applications are presented to City Council at a workshop. Interviews of the applicants are held in a publicly noticed meeting. City Council appoints the two residents at the regular meeting following the workshop.
5. Terms - Two-year staggered terms, with a limit of two consecutive full terms. For the first appointments, one seat is a one-year term, chosen by the Council.
6. Chair and Vice Chair - Chair is a Council Member of the committee. Vice Chair is elected annually by the committee from among its members.
7. Compensation - None.
8. Attendance and removal - Members serve at the pleasure of the City Council and may be removed by majority vote of the City Council. Three consecutive unexcused absences, or missing one-third of meetings in a 12-month period, creates an immediate vacancy.
9. Training - Brown Act and ethics training, and an orientation on the City's budget and finances by the Finance Director, within 60 days of appointment.

Proposed Implementation Timeline
October 13, 2026 - Council adopts resolution
October 14, 2026 - City Clerk posts notice of vacancies; application period open for at least 30 days
December 8, 2026 - Council interviews and appointments
December 15, 2026 - first Budget and Finance Committee meeting

FISCAL IMPACT:

There is no direct fiscal impact from providing direction. Under the staff proposal, public members would serve without compensation. Costs would be limited to staff time for recruitment, public noticing, agenda preparation, minutes, Form 700 administration (if required), and member orientation. These costs would be absorbed within the adopted FY 2027 budget.

ATTACHMENTS:

1. Draft_Resolution 2026-137-_Budget_Finance_Committee_Public_Members.docx

RESOLUTION 2026-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING POLICIES FOR THE BUDGET & FINANCE COMMITTEE AND EXPANDING ITS MEMBERSHIP TO INCLUDE MEMBERS OF THE PUBLIC

WHEREAS, on January 14, 2014, the City Council established the Budget & Finance Committee as part of its annual committee assignments; and

WHEREAS, on January 10, 2023, the City Council directed the City Manager to develop policies for its standing committees, and on May 9, 2023, staff presented draft policies through proposed Resolution 2023-81, which the City Council did not adopt; and

WHEREAS, the City has no adopted policies defining the focus, responsibilities, procedures, or membership of the Budget & Finance Committee; and

WHEREAS, the City Council finds that written policies are needed to confirm that the Budget & Finance Committee is advisory to the City Council, has no authority to direct staff, adopt policies, or obligate the City, and works only on matters assigned by the City Council; and

WHEREAS, on February 24, 2026, the City Council adopted a Strategic Plan that makes Banning's Workout Plan to Fiscal Sustainability a top priority, and on June 23, 2026, the City Council declared a fiscal emergency through Resolution 2026-102; and

WHEREAS, the City Council finds that including qualified members of the public on the Budget & Finance Committee will strengthen independent review of the City's financial management, bring additional financial expertise to the City at no cost, provide continuity through the City's multi-year fiscal recovery, and promote transparency and public trust; and

WHEREAS, the City Council has discussed adopting policies for the Budget & Finance Committee and expanding its membership to include members of the public and directed staff to prepare this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. Findings. The City Council finds that the recitals above are true and correct and are incorporated into this resolution.

SECTION 2. Adoption of Policies. The City Council adopts the Budget & Finance Committee Policies attached as "Exhibit A." These policies govern the Budget & Finance Committee and supersede any prior practice that is inconsistent with them.

SECTION 3. Recruitment. The City Clerk is directed to post notice of the public member vacancies on the Budget & Finance Committee and to include the positions on the City's Local Appointments List, consistent with the Maddy Appointive Vacancies Act (Government Code sections 54970 through 54974).

SECTION 4. Conflict of Interest Code. The City Attorney and City Clerk are directed to determine whether public members of the Budget & Finance Committee should be designated in

the City's Conflict of Interest Code and, if so, to return to the City Council with the necessary amendment.

SECTION 5. CEQA. The City Council finds that this resolution is not a "project" under the California Environmental Quality Act because it concerns organizational and administrative activities of government that will not result in direct or indirect physical changes in the environment (CEQA Guidelines section 15378(b)(5)).

SECTION 6. Effective Date. This resolution takes effect immediately upon adoption.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of October 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra B. Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Phaedra Norton, City Attorney
City of Banning

CERTIFICATION:

I, Sandra B. Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-137 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra B. Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

BUDGET & FINANCE COMMITTEE POLICIES

COMMITTEE PROCEDURES AND RESPONSIBILITIES

The Budget & Finance Committee plays a crucial role in researching and making recommendations to the full City Council as well as the City Manager on important policy and other issues. The Committee is advisory and does not have authority to direct staff, adopt policies, or obligate the City in any matter. These guidelines are intended to make the administrative process for the Committee's workflow more smoothly.

1. The Committee will work only on matters that have been assigned to it by the City Council in a public meeting of the City Council or as established herein. The Committee Chair should work with the Mayor and City Manager to ensure ongoing alignment between committee activities and City Council objectives.
2. The City Manager should ensure that committee members' names are correctly posted on the City website. Any changes should be sent to the City Clerk for updating. Public members' personal contact information will not be posted; the City Clerk's Office will receive correspondence on their behalf.
3. The committee will meet on the third Tuesday of every month at 6:00pm in a duly noticed public meeting.
4. In accordance with the Ralph M. Brown Act, the agenda and supporting documentation will be sent to committee members and posted to the City website not less than 72 hours in advance of the meeting.
6. All Committee meetings are subject to the requirements of the Ralph M. Brown Act. The Committee Chair is responsible for ensuring that all aspects of committee meetings are conducted in compliance with the Brown Act.

FOCUS

To assist the City Manager and City Council in areas of city budget and finance planning and oversight, coordinating with the City Manager and Finance Staff. The Committee assists, advises and makes recommendations to Council regarding the fulfillment of Council's oversight responsibilities relative to City financial reporting, external audit requirements, asset management, internal controls, and compliance with financial regulations and policies.

Key responsibilities of the Committee include participation in the external audit function, assisting in the development of key financial policies, review of budget documents prior to presentation to Council, review of periodic budget and other financial reports and participation in the review, coordination of the City's Asset Management function,

implementation and compliance with regulatory reports and studies as necessary, and monitoring progress on Banning's Workout Plan to Fiscal Sustainability.

The Budget & Finance Committee provides a forum for communication between Council, the External Auditor, members of the public, and management, and facilitates an impartial, objective and independent review of financial management practices. The Committee includes members of the public with relevant financial experience to strengthen the independence of that review and to promote transparency and public trust in the City's finances.

MEMBERSHIP AND ORGANIZATION

1. **Composition.** The Committee consists of five voting members: two Council Members appointed annually by the Mayor, the City Treasurer, and two at large residents of the city of Banning, appointed by the City Council.
2. **Eligibility.** Public members must be residents of the city of Banning and at least 18 years of age. The following persons are not eligible to serve as public members: (a) City employees; (b) family members of a Council Member, the City Manager, or Finance Department staff; (c) owners, officers, or employees of a business that holds an active contract with the City; (d) employees of the City's external audit firm; and (e) members or family members of another City board, commission, or committee.
3. **Desired Qualifications.** Public members should have experience in one or more of the following: accounting, auditing, public or municipal finance, budgeting, banking, investments, or utility finance. A professional credential (such as CPA, CPFO, or CIA) is preferred but not required.
4. **Appointment.** The City Clerk shall post notice of public member vacancies consistent with the Maddy Appointive Vacancies Act (Gov. Code §§ 54970–54974) for at least 30 days. The City Council shall interview eligible applicants at a public meeting and appoint public members by majority vote.
5. **Terms.** Public members serve two-year staggered terms and may serve no more than two consecutive full terms. For the initial appointments, one public member shall serve a one-year term, determined by City Council. Members continue to serve until a successor is appointed.
6. **Officers.** The Chair shall be a Council Member serving on the Committee. The Committee shall elect a Vice Chair annually from among its members.
7. **Quorum and Voting.** A majority of seated members constitutes a quorum. Recommendations require the affirmative vote of a majority of members present, provided a quorum is present.
8. **Compensation.** Public members serve without compensation or expense reimbursement.

9. **Attendance and Removal.** All public members serve at the pleasure of the City Council and may be removed by majority vote of the Council. A public member's seat becomes vacant after three consecutive unexcused absences, or absence from one-third of the Committee's regular meetings in any 12-month period.
10. **Vacancies.** Unscheduled vacancies shall be noticed and filled in the same manner as original appointments. A member appointed to fill a vacancy serves the remainder of the unexpired term.
11. **Training and Orientation.** Within 60 days of appointment, each member shall complete Brown Act training, local agency ethics training, and an orientation on the City's budget and finances provided by the Finance Director.
12. **Conflicts of Interest.** Public members shall file a Statement of Economic Interests (Form 700) if designated in the City's Conflict of Interest Code, and shall disclose and abstain from participating in any matter in which they have a financial interest.

CONDUCT OF MEMBERS

- The Committee is advisory. Members may not direct City staff, and requests for information or staff work shall be made through the Chair to the City Manager, consistent with the Committee Procedures and Responsibilities in these policies.
- Members do not speak for the City or the Committee unless authorized by a vote of the Committee.
- Members shall not discuss Committee business with a majority of other members outside a properly noticed meeting, in compliance with the Ralph M. Brown Act.
- Members shall treat City staff, other members, and the public with courtesy and respect.

MEETINGS, WORK PLAN, AND STAFF SUPPORT

- The Committee shall meet at least monthly, with additional meetings scheduled around the budget and audit calendars.
- Each year, the Committee shall propose a work plan for approval by the City Council. The Committee shall provide an annual report of its activities to the City Council.
- The Finance Director serves as the staff liaison. The City Clerk's Office provides agenda, noticing, and minutes support.

RESPONSIBILITIES

The Budget & Finance Committee is responsible for engaging in the following financial functions, making recommendations to Council as required:

Budget

- Review the draft Operating and Capital Budget documents prior to preparation of the meeting agenda package for Council.
- Review mid-year and mid-cycle budget adjustments and make recommendations to Council.
- Review Capital Projects on a quarterly basis and make recommendations with respect to project funding, status and closure as necessary.
- Review comparative Operating Budget reports on a quarterly basis.

Compliance

- Monitor the integrity of the City's financial reporting process and system of internal controls regarding financial reporting and accounting compliance.
- Review financial and fiscal policies, practices and procedures (e.g., Purchasing policy, budget and financial controls policy, travel and expense claims policy, policies for establishing reserves, reserve funds), and conduct periodic reviews.
- Review consulting reports prepared to address financial compliance issues including development fees and actuarial valuation.

External Audit

- Review the results of the audit, including the auditor's communication with those charged with governance and the letter to Management, with the external auditors and management ensuring the City's financial reporting practices are assessed objectively, financial statements are properly audited, any problems identified in the audit are satisfactorily resolved; and any external auditor recommendations to management are followed up.
- Review significant accounting and reporting issues, including complex or unusual transactions and recent professional and regulatory pronouncements to understand their impact on the financial statements.
- Review the draft annual financial statements of the City prior to presentation to Council.

Asset Management

- Review the Strategic Asset Management Policy on an annual basis.
- Review the Asset Management Plan and make recommendations to Council.
- Provide recommendations on strategy, policy and procedural development surrounding Asset Management.
- Act in an advisory capacity to Council on issues specific to Asset Management.
- Provide Asset Management planning resource recommendations.
- Provide recommendations for stakeholder engagement strategies.
- Work with Executive Management to coordinate the update of the Asset Management Plan.

Oversight

- Regularly monitor performance versus budget, providing early warnings of potential city budget concerns to the City Manager and City Council.
- Assist the City Manager and Finance Director to review and develop recommendations regarding rate studies and rate setting process (water, wastewater and electric).
- Monitor receipt, disbursements, and fund balance reporting.
- Review Financial Statement issuance process.

Fiscal Sustainability

- Review quarterly progress reports on Banning's Workout Plan to Fiscal Sustainability and make recommendations to Council.
- Review long-range financial forecasts and reserve levels prepared by staff.

MATTERS OUTSIDE THE COMMITTEE'S SCOPE

The following matters are not within the Committee's scope and will not be placed on its agenda: labor negotiations and memoranda of understanding; matters discussed or to be discussed in closed session; pending or anticipated litigation; personnel matters; and individual procurement awards.

CITY OF BANNING
BUDGET & FINANCE COMMITTEE
PUBLIC MEMBER APPLICATION

The City Council is seeking Banning residents with experience in accounting, auditing, public finance, budgeting, banking, investments, or utility finance to serve as public members of the Budget & Finance Committee. The Committee advises the City Council on the City's budget, financial reports, external audit, and fiscal policies. Members serve two-year terms without compensation. The Committee meets monthly on the third Tuesday of every month at 6:00pm, with additional meetings during the budget and audit seasons.

Full Name	
Residential Address (must be in Banning)	
Phone	
Email	
Years as a Banning Resident	
Current Occupation / Employer	
Professional Licenses or Credentials (e.g., CPA, CPFO, CIA)	

1. Why are you interested in serving on the Budget & Finance Committee?

2. Describe your experience in accounting, auditing, public or municipal finance, budgeting, banking, investments, or utility finance.

3. Do you, your spouse, or a business in which you have an interest currently hold a contract with, or do business with, the City of Banning? If yes, please explain.

4. Are you related to a City of Banning Councilmember, a City of Banning committee or commission member, the City Manager, or any Finance Department employee? If yes, please explain.

5. Do you currently serve on any other City board, commission, or committee?

6. Are you able to attend monthly meetings, additional budget and audit meetings, and complete required training within 60 days of appointment?

Acknowledgment

I understand that: (1) this application is a public record; (2) Committee meetings are subject to the Ralph M. Brown Act; (3) I may be required to file a Statement of Economic Interests (Form 700); (4) the Committee is advisory and members may not direct City staff; and (5) I serve at the pleasure of the City Council. I certify that the information provided is true and correct.

Signature: _____ Date: _____

Submit to: City Clerk's Office, City of Banning, 99 E. Ramsey Street, Banning CA 92220 | (951) 922-3102

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: **October 13, 2026**

SUBJECT: **Consideration of Resolution 2026-120, Approving a Transit Service Funding Agreement between the City of Banning and the County of Riverside for the Continued Provision of Fixed-Route Transit Service to the Cabazon Area**

STAFF RECOMMENDATION:

Adopt Resolution 2026-120

BACKGROUND:

The City of Banning, through it's transit system "Banning Connect", currently operates fixed-route public transit service within the unincorporated community of Cabazon. The service provides Cabazon residents with access to public transportation and regional connections to employment, shopping, healthcare, education, and other essential services. The City of Banning and County of Riverside have identified a shared interest in maintaining public transportation access for residents of Cabazon and coordinating transit service between the jurisdictions. The proposed Transit Service Funding Agreement provides a framework for the City and County to coordinate route planning, schedules, stops, transfers, fare policies, and the dissemination of transit information.

Under the proposed agreement, the City will continue providing fixed-route transit service within the Cabazon area. In support of this service, the County will provide Cabazon Revitalization Funding to the City in an amount not to exceed $90,000 over a three-year period, consisting of annual payments of $30,000. This funding would cover the City's local costs for providing the service to the Cabazon area.

The agreement will remain in effect for three years unless terminated earlier in accordance with its provisions. The agreement also provides for annual coordination between the City and County to discuss transit services for the following fiscal year.

JUSTIFICATION:

Continuation of Banning Connect fixed-route service to Cabazon provides an important transportation connection for residents of the unincorporated community and supports access to employment, healthcare, shopping, education, and other essential destinations.

Because the service extends beyond the City of Banning's jurisdictional boundaries and provides a direct benefit to residents of unincorporated Riverside County, the proposed agreement establishes a cooperative funding arrangement between the City and County. The County's financial contribution recognizes the regional benefit of the service and offsets a portion of the City's costs associated with operating transit service within Cabazon.

The agreement also formalizes coordination between the agencies regarding route planning, schedules, stops, transfers, fare policies, and passenger information, helping ensure that service provided within Cabazon remains responsive to the transportation needs of the community.

Approval of the Transit Service Funding Agreement will allow the City to continue providing fixed-route transit service to Cabazon while receiving financial participation from Riverside County to support the service. Staff recommends approval of the agreement to maintain this regional transportation connection and continue the City's partnership with Riverside County.

FISCAL IMPACT:

Under the proposed Transit Service Funding Agreement, Riverside County will provide the City of Banning with an amount not to exceed $90,000 over the three-year term of the agreement, consisting of three annual payments of $30,000, that shall be paid by June 30 of each year starting with June 30, 2026. Funding will be provided through the County's Cabazon Revitalization Funding program.

The County's contribution will provide revenue to the City's Transit Fund to offset a portion (City's local match) of the operating costs associated with providing fixed-route transit service within the Cabazon area. The Transit Fund is an independent fund from the General Fund. Approving the agreement has no impact on the City's General Fund.

ATTACHMENTS:

1. Resolution_2026-120_Cabazon_Transit_Service_Funding_Agreement__1_JT.docx
2. Transit_Agreement_Between_CoB_and_Riverside_County__1_JT.docx

RESOLUTION 2026-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A TRANSIT SERVICE FUNDING AGREEMENT BETWEEN THE CITY OF BANNING AND THE COUNTY OF RIVERSIDE FOR THE CONTINUED PROVISION OF FIXED-ROUTE TRANSIT SERVICE TO THE CABAZON AREA

WHEREAS, the City of Banning operates a public transit system that provides fixed-route transit service within the City of Banning and to the unincorporated community of Cabazon within the County of Riverside; and

WHEREAS, the City and County desire to continue coordinating public transit service within the Cabazon area, including route planning, scheduling, stops, transfers, fare policies, and the dissemination of transit information; and

WHEREAS, the County of Riverside administers Cabazon Revitalization Funding designated to support projects, programs, and services benefiting the unincorporated community of Cabazon; and

WHEREAS, the proposed Transit Service Funding Agreement provides for the City of Banning to continue providing public transit service within the Cabazon area and for the County of Riverside to provide the City with Cabazon Revitalization Funding in an amount not to exceed $90,000, consisting of three annual payments of $30,000, that shall be paid by June 30 of each year starting with June 30, 2026; and

WHEREAS, the proposed agreement will remain in effect for a term of three years, unless terminated earlier in accordance with the provisions of the agreement, and provides for continued coordination between the City and County regarding transit service for the Cabazon community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the Transit Service Funding Agreement between the City of Banning and the County of Riverside for the continued provision of fixed-route public transit service within the Cabazon area for a term of three years and for County funding in an amount not to exceed $90,000.

SECTION 2. The City Council authorizes the City Manager, or designee, to execute the Transit Service Funding Agreement and any related documents necessary to implement the agreement, subject to approval as to form by the City Attorney.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary non-substantive changes, budget adjustments, appropriations, and transfers related to this resolution and implementation of the agreement.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of October 2026.

Richard Royce, Mayor
City of Banning, California

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning, California

APPROVED AS TO FORM:

, Esq.
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 2026-120, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Sandra Calderon, Deputy City Clerk
City of Banning, California

TRANSIT SERVICE FUNDING AGREEMENT
BETWEEN
THE CITY OF BANNING
AND
THE COUNTY OF RIVERSIDE

This Agreement for the Transit service ("Agreement") is entered into this _____ day of _____, 2026, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Banning, a municipal corporation, (hereinafter "CITY") for the transit services, located within the Cabazon Area (CABAZON) within the jurisdictional boundaries of the COUNTY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS:

WHEREAS, the CITY is empowered by law to provide the public with convenient, safe, and accessible transportation within the PARTIES' jurisdictions; and

WHEREAS, CITY operates a public bus transit system within CABAZON, an unincorporated area in the COUNTY; and

WHEREAS, the COUNTY administers funding designated for projects, programs, and services intended to support and promote the revitalization of the unincorporated community of Cabazon ("Cabazon Revitalization Funding"); and

WHEREAS, COUNTY and CITY desire to cooperate and coordinate in bus route planning, scheduling, stops, transfers, fares, and information dissemination; and

WHEREAS, both parties agree that this Agreement details how COUNTY shall reimburse the CITY for the transit service provided utilizing, but not limited to, Cabazon Revitalization Funding; and

NOW, THEREFORE, it is mutually understood and agreed by COUNTY and CITY as follows:

ARTICLE 1. GENERAL AUTHORITY

The City Manager ("City Manager"), or their designees, of BANNING, are hereby made the authorized representative of BANNING to grant such authorizations and take such further actions as may be necessary to effectuate this Agreement

ARTICLE 2. SERVICE TO BE OPERATED

Every attempt shall be made to coordinate alignments, schedules, stops, fare policies, and route planning for the safety and convenience of the public.

ARTICLE 3. FUNDING

COUNTY shall provide Cabazon Revitalization Funding to CITY in an amount not to exceed $90,000 ("Award"), in three yearly payments of $30,000 each, that shall be paid by June 30 of each year starting with June 30, 2026.

ARTICLE 4. TERMS OF THE AGREEMENT

This Agreement shall be effective on _____, or the date of full execution by both parties, whichever date is later, and will remain in effect for a term of **three** years, unless terminated prior as specified herein. Prior to December 15th of the existing year, both parties will meet at least once to discuss coordination of services for the following fiscal year. Either party may terminate this agreement, without cause, by giving 90 days written notice to the other party.

ARTICLE 5. NO MONETARY CLAIMS

Neither party shall have any claims against or liabilities to the other party on account of expenses incurred or revenues received or lost as a result of this Agreement except as otherwise provided to the contrary herein.

ARTICLE 6. GOVERNING LAW; SEVERABILITY.

This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County. If any article, section, part or sentence of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 7. INSURANCE.

The parties each verify that they are a self-insured entity or maintain insurance coverage in reasonable and customary amounts for their respective operations.

ARTICLE 8. COMPLIANCE WITH LAWS.

Each party shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Recipient must be in accordance with these laws, ordinances, codes, and regulations.

ARTICLE 9. NOTIFICATION AND MAILING ADDRESSES

Any requests and demands made between the parties pursuant to this Agreement are to be

directed as follows:

COUNTY OF RIVERSIDE:
4080 Lemon Street, 4th Floor Annex
Riverside, CA 92501
Attn: Stephanie Persi
Deputy Dir. of Admin Services
(951) 955-1110

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: XXXXXXX
City Manager
(XXX) XXX-XXXX

ARTICLE 11. ENTIRE AGREEMENT.

The terms and conditions of this Agreement represents the entire agreement between the parties with respect to its subject matter. This Agreement shall supersede any and all prior contracts between the parties, regarding the subject matter of this Agreement. The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment executed by both parties.

ARTICLE 12. NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended to, and shall not be interpreted to, create any rights or establish any standard of care with regards to any third party who is not a signatory and party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

JUAN C. PEREZ

Chief Operating Officer

APPROVED AS TO FORM:

MINH TRAN, COUNTY COUNSEL

By _____ Dated: _____

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisor Spiegel

ATTEST:

_____ Dated: _____

KIMBERLY RECTOR

Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME

CITY Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Lisa Rossi, Human Resources Director**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Consideration of Resolution 2026-142, Amending the City of Banning's Classification and Compensation Plan**

STAFF RECOMMENDATION:

Adopt Resolution 2026-142

BACKGROUND:

Classification & Compensation Plan

The City must amend its Classification & Compensation Plan periodically to keep it current and reflect budget amendments, organizational structure, and departmental needs.

Past City Council resolutions have identified the necessity to maintain a current Classification & Compensation Plan that reflects the nature of work and organizational structure, and that the plan is updated to reflect both market changes and appropriate compensation for work performed.

Proposed changes to the Classification and Compensation Plan include:

On September 22, 2026, the City Council adopted the City's budget, which approved changes to the City's organizational structure and staffing. The Classification and Compensation Plan must now be amended to match those approved changes. In preparing this amendment, staff reviewed the City's executive and management classifications to confirm that position titles, duties, and salary ranges match the organizational structure approved in the budget. The reclassifications below implement the Council's budget direction by adding executive-level support to the City Manager's Office, consolidating engineering, development review, and permitting under one department, and better describing the broader range of community programs the City provides. Each reclassified position will be placed on the salary schedule at a range consistent with its level of responsibility, and all ranges will be shown on the City's publicly available pay schedule in compliance with CalPERS requirements. The proposed changes are as follows:

- Reclassify the Public Works Director position (Range D12) to an Assistant City Manager (Range

D12.) The City Manager's Office needs an administrative-level position to assist the City Manager.
- Reclassify the Deputy Public Works Director/ City Engineer position (Range T104) to a Development Services Director (Range D08.)
- Reclassify the Parks and Recreation Director position (Range D01) to a Community Services Director (Range D01.)

JUSTIFICATION:

The City is updating its salary schedule presentation so that all reported compensation complies with the plain reading of the applicable statutes and regulations under the Public Employees' Retirement Law (PERL). CalPERS has a duty to correct any mistakes, errors or omissions whether it was completed by the employer, the member or even CalPERS. Once identified, CalPERS is prohibited from allowing a mistake, error or omission to continue. Our objective in presenting the salary schedule is to ensure consistency and legal compliance, increase transparency, and minimize the risk of audit findings, subsequent corrections, and overpayment of benefits.

FISCAL IMPACT:

Position / Range	Proposed Salary Range	Current Salary Range	Proposed Based Wage Difference
Assistant City Manager /D12	$209,148.75 - $282,952.64	$209,148.75 - $282,952.64	$0
Development Services Director (D08)	$189,478.73 - $256,341.50	$188,565.91 - $255,106.57	0.48%
Community Services Director (D01)	$159,401.34 – $215,650.48	$159,401.34 – $215,650.48	$0
Total Annual Fiscal Impact			0.48% $1,234.93 (at maximum step)

The fiscal impact will be spread across all funding sources the employee is assigned to, so the impact is minimal and can be absorbed by each respective fund.

ATTACHMENTS:

1. Resolution_No._2026-142_lr.docx
2. IBEW General Salary Schedule Effective 01.05.2026 through 01.04.2027.pdf
3. Teamster Salary Schedule Effective 01.06.2025 through 01.04.2026_rev 10072026.pdf
4. IBEW Utility Salary Schedule Effective 01.05.2026 through 01.04.2027.pdf
5. Police - BPOA Salary Table 03282026.pdf
6. Executives Salary Schedule Effective 07.01.2025 through 06.30.2026.pdf
7. Executives Salary Schedule Effective 07.01.2026 through 06.30.2027.pdf
8. Teamster Salary Schedule Effective 01.05.2026 through 01.04.2027_Rev10082026.pdf
9. BPMA Salary Tables FY26-27- Effective July 1 2026 Police - BPMA.pdf
10. Utility Salary Table FY 26-27 Effective 01.05.26 to 01.04.27.pdf
11. General Salary Table FY 26-27 Effective 01.05.26 to 01.04.27.pdf
12. Teamster Salary Table FY 26-27 Effective 01.05.26 to 01.04.27.pdf

RESOLUTION 2026-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION AND COMPENSATION PLAN FOR THE CITY OF BANNING

WHEREAS, it is necessary to amend the City's Classification and Compensation Plan from time to time to maintain a current plan that reflects the nature of work, the organizational structure, or other needs of the City; and

WHEREAS, on September 22, 2026, the City Council adopted the budget for Fiscal Year 2026-2027, and the Classification and Compensation Plan has been updated to reflect the changes approved in that budget; and

WHEREAS, the City's salary schedules have been updated to meet the publicly available pay schedule requirements of California Code of Regulations, Title 2, Section 570.5; and

WHEREAS, changes to job titles and/or pay ranges require City Council approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the following amendments to the Classification and Compensation Plan:

Position / Range	Proposed Salary Range	Current Salary Range	Proposed Based Wage Difference
Assistant City Manager /D12	209,148.75-282,952.64	209,148.75-282,952.64	$0
Development Services Director (D08)	189,478.73-256,341.50	188,565.91-255,106.57	0.48%
Community Services Director (D01)	159,401.34 – 215,650.48	159,401.34 – 215,650.48	$0
Total Annual Fiscal Impact			0.48% $1234.93 (at maximum step)

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 to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

By: _____

Slovak, Baron, Empey, Murphy & Pinkney LLP

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-142, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING

Grade Step Table – The International Brotherhood of Electric Workers - Local 47 - General Unit

Salary Schedule Effective 01/05/2026 through 01/04/2027

CLASSIFICATION	*GRADE*	*ANNUAL MINIMUM*	*ANNUAL MAXIMUM*
Accountant	61	$ 63,946.98	$ 86,512.43
Accountant II	64	$ 68,864.56	$ 93,165.31
Accounting Specialist	58	$ 59,381.13	$ 80,335.39
Animal Control Officer	56	$ 56,519.89	$ 76,464.49
Building Inspector	62	$ 65,546.21	$ 88,676.00
Building Maintenance Specialist I	53	$ 52,484.92	$ 71,005.67
Building Maintenance Specialist II	55	$ 55,141.97	$ 74,600.33
Building Maintenance Specialist III	57	$ 57,933.38	$ 78,376.77
Building Permit Specialist	55	$ 55,141.97	$ 74,600.33
Bus Driver	48	$ 46,388.34	$ 62,757.73
Bus Driver Lead/Trainer	55	$ 55,141.97	$ 74,600.33
Buyer	66	$ 72,350.21	$ 97,880.96
Cable Services Specialist	44	$ 42,025.35	$ 56,855.15
Case Manager Specialist	54	$ 53,797.10	$ 72,780.88
Code Compliance Officer	58	$ 59,381.13	$ 80,335.39
Code Compliance Supervisor	70	$ 79,861.60	$ 108,042.96
Custodian	34	$ 35,407.15	$ 44,415.52
Customer Service Utility Billing Representative	45	$ 43,076.58	$ 58,277.33
Development Project Coordinator	61	$ 63,946.98	$ 86,512.43
Engineering Services Assistant	48	$ 46,388.34	$ 62,757.73
Environmental Program Coordinator	61	$ 63,946.98	$ 86,512.43
Executive Secretary	53	$ 52,484.92	$ 71,005.67
Fleet Maintenance Mechanic I	53	$ 52,484.92	$ 71,005.67
Fleet Maintenance Mechanic II	55	$ 55,141.97	$ 74,600.33
Fleet Maintenance Mechanic III	57	$ 57,933.38	$ 78,376.77
Lead Fleet Maintenance Mechanic	59	$ 60,865.75	$ 82,343.91
Maintenance Worker I	49	$ 47,548.90	$ 64,327.84
Maintenance Worker II	51	$ 49,955.66	$ 67,583.88
Maintenance Worker III	53	$ 52,484.92	$ 71,005.67
Motor Sweeper Operator	50	$ 48,737.13	$ 65,935.36
Multimedia Specialist	70	$ 79,861.60	$ 108,042.96
Office Specialist	49	$ 47,548.90	$ 64,327.84
Payroll Coordinator	53	$ 52,484.92	$ 71,005.67
Police Records Assistant I	51	$ 49,955.66	$ 67,583.88
Police Records Assistant II	55	$ 55,141.97	$ 74,600.33

Program Coordinator	55	$ 55,141.97	$ 74,600.33
Property Evidence Specialist	63	$ 67,184.97	$ 90,893.03
Public Safety Dispatcher	59	$ 60,865.75	$ 82,343.91
Public Safety Dispatcher Supervisor	56	$ 56,519.89	$ 76,464.49
Public Works Inspector	64	$ 68,864.56	$ 93,165.31
Purchasing Assistant	52	$ 51,204.48	$ 69,273.39
Recreation Coordinator	51	$ 49,955.66	$ 67,583.88
Senior Building Inspector	67	$ 74,158.89	$ 100,327.90
Senior Code Compliance Officer	64	$ 68,864.56	$ 93,165.31
Senior Maintenance Worker	55	$ 55,141.97	$ 74,600.33
Senior Utility Billing Representative	50	$ 48,737.13	$ 65,935.36
Transit Field Supervisor	64	$ 68,864.56	$ 93,165.31
Work Release Crew Lead	55	$ 55,141.97	$ 74,600.33
Revised as of 10/07/2026 and pending adoption by Banning City Council on 10/13/2026			

CITY OF BANNING

Grade Step Table - TEAMSTERS MID-MANAGEMENT AND PROFESSIONAL UNIT

Salary Schedule Effective 01/06/2025 through 01/04/2026

CLASSIFICATION	***GRADE***	***ANNUAL MINIMUM***	***ANNUAL MAXIMUM***
Administrative City Clerk	T79	$97,799.11	$132,310.22
Assistant Civil Engineer	T68	$74,536.12	$100,838.34
Assistant Planner	T68	$97,799.11	$132,310.22
Assistant Public Works Director/City Engineer	T100	$97,799.11	$132,310.22
Associate Civil Engineer	T79	$74,536.12	$100,838.34
Associate Civil Engineer w/Certification	T79	$164,260.97	$222,224.96
Associate Electrical Engineer	T85	$113,416.28	$153,438.33
Business Support Manager	T90	$128,320.14	$172,601.79
Capital Improvement Projects Manager	T85	$113,416.28	$153,438.33
CORE Manager	T85	$113,416.28	$153,438.33
Customer Service & Billing Manager	T85	$113,416.28	$153,438.33
Customer Service Supervisor	T79	$97,799.11	$132,310.22
Development Service Manager (Building Official)	T84	$110,650.66	$149,696.79
Economic Development Manager	T85	$113,416.28	$153,438.33
Electric Engineering Supervisor	T90	$164,260.97	$222,224.96
Electric Operations Manager	T100	$128,320.14	$172,601.79
Fleet Manager	T85	$113,416.28	$153,438.33
Grants Program Manager	T73	$84,331.41	$114,090.06
Homeless Services Director	T73	$84,331.41	$114,090.06
Management Analyst	T73	$84,331.41	$114,090.06
Planning Engineer	T76	$90,815.95	$122,862.86
Power Resources & Revenue Administrator	T100	$164,260.97	$222,224.96
Public Works Program Manager	T85	$113,416.28	$153,438.33
Public Works Superintendent	T85	$113,416.28	$153,438.33
Purchasing Manager	T85	$113,416.28	$153,438.33
Recreation Manager	T81	$102,750.36	$139,008.65
Risk Management Analyst	T64	$67,527.13	$91,355.93
Senior Civil Engineer	T86	$116,251.66	$157,274.25
Senior Planner	T81	$102,750.36	$139,008.65
Streets/Parks Maintenance Manager	T70	$78,310.60	$105,944.65
Transit Manager	T85	$113,416.28	$153,438.33
Water/Wastewater Superintendent	T90	$128,320.14	$172,601.79
*****Revised as of 09/30/2026 and pending adoption by Banning City Council on 10/13/2026***			

CITY OF BANNING

Grade Step Table – The International Brotherhood of Electric Workers - Local 47 - Utility Unit

Salary Schedule Effective 01/05/2026 through 01/04/2027

CLASSIFICATION	*GRADE*	*ANNUAL MINIMUM*	*ANNUAL MAXIMUM*
Assistant Electric Service Planner	U74	$ 89,897.11	$ 121,619.78
Assistant Water Superintendent	U78	$ 99,229.80	$ 134,245.76
Auto Cad/GIS Technician	U68	$ 77,517.57	$ 104,871.77
Certified Powerline Technician	U84	$ 115,075.60	$ 155,683.19
Distribution/Production/Wastewater Supervisor	U74	$ 89,897.11	$ 121,619.78
Electric Meter Test Technician	U82	$ 109,530.61	$ 148,181.50
Electric Planning Supervisor	U88	$ 127,021.93	$ 171,845.11
Electric Service Planner	U84	$ 115,075.60	$ 155,683.19
Electric Service Worker	U58	$ 60,556.99	$ 81,926.19
Field Service Representative	U56	$ 57,639.10	$ 77,978.64
Lead Field Service Representative	U60	$ 63,622.66	$ 86,073.66
Operations System Technician	U86	$ 120,901.30	$ 163,564.65
Powerline Crew Superintendent	U90	$ 133,452.42	$ 180,544.77
Powerline Crew Supervisor	U88	$ 127,021.93	$ 171,845.11
Powerline Tech (RG Certified) Apprentice	U84	$ 101,194.07	$ 147,899.03
Powerline Technician	U82	$ 109,530.61	$ 148,181.50
Powerline/Meter Test Tech Apprentice	U82	$ 96,317.97	$ 140,772.42
Public Benefits Analyst	U72	$ 85,565.95	$ 115,760.25
Public Benefits Coordinator	U68	$ 77,517.57	$ 104,871.77
Senior Electric Service Planner	U86	$ 120,901.30	$ 163,564.65
Substation Test Technician	U82	$ 109,530.61	$ 148,181.50
Utility Services/Engineering Services Assistant	U54	$ 54,862.38	$ 74,222.08
Warehouse Services Specialist – Electric	U58	$ 60,556.99	$ 81,926.19
Water Construction Crew Lead	U56	$ 57,639.10	$ 77,978.64
Water Meter Crew Lead	U56	$ 57,639.10	$ 77,978.64
Water Production Operator II/ Water Services Worker II/ Wastewater Collection Systems Technician II	U62	$ 66,844.16	$ 90,431.96
Water Production Operator III/ Water Services Worker III/ Wastewater Collection Systems Technician III	U66	$ 73,782.88	$ 99,819.20
Water Services Lead/Water Production Operator Lead/ Wastewater Collection Systems Technician Lead	U70	$ 81,443.02	$ 110,182.43
Water Services Worker I/ Wastewater Collection System Technician I/ Water Production Operator I/ Warehouse Specialist -Water	U58	$ 60,556.99	$ 81,926.19
Water Valve Flushing Crew Lead	U56	$ 57,639.10	$ 77,978.64
Revised as of 10/07/2026 and pending adoption by Banning City Council on 10/13/2026			

CITY OF BANNING
Grade Step Table - BPOA BANNING POLICE OFFICERS

MOU: Banning Police Officers Association
2.5506% Between Steps

Effective: 03/28/2026
Cola: 4%

Job Title	Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Police Officer	P70	Hourly	42.3970	43.4783	44.5873	45.7245	46.8908	48.0868	49.3133	50.5710	51.8610	53.1837	54.5402	55.9313	57.3579
		Biweekly	3,391.76	3,478.26	3,566.98	3,657.96	3,751.26	3,846.94	3,945.06	4,045.68	4,148.88	4,254.70	4,363.22	4,474.50	4,588.63
		Annual	88,185.76	90,434.86	92,741.58	95,106.96	97,532.86	100,020.54	102,571.66	105,187.68	107,870.88	110,622.10	113,443.62	116,337.10	119,304.43
Police Corporal	P75	Hourly	47.8867	49.1081	50.3606	51.6452	52.9624	54.3133	55.6986	57.1192	58.5761	60.0702	61.6023	63.1736	64.7848
		Biweekly	3,830.94	3,928.65	4,028.85	4,131.62	4,236.99	4,345.06	4,455.89	4,569.54	4,686.09	4,805.62	4,928.18	5,053.89	5,182.78
		Annual	99,604.34	102,144.85	104,750.05	107,422.02	110,161.79	112,971.66	115,853.09	118,807.94	121,838.29	124,946.02	128,132.78	131,401.09	134,752.38
Police Sergeant	P82	Hourly	56.9228	58.3748	59.8636	61.3906	62.9564	64.5622	66.2088	67.8975	69.6294	71.4054	73.2266	75.0943	77.0097
		Biweekly	4,553.82	4,669.98	4,789.09	4,911.25	5,036.51	5,164.98	5,296.70	5,431.80	5,570.35	5,712.43	5,858.13	6,007.54	6,160.78
		Annual	118,399.42	121,419.58	124,516.29	127,692.45	130,949.31	134,289.38	137,714.30	141,226.80	144,829.15	148,523.23	152,311.33	156,196.14	160,180.18

CITY OF BANNING

Grade Step Table – EXECUTIVE UNIT & CITY OFFICIALS

Salary Schedule Effective 07/01/2025 through 06/30/2026

DIRECTORS:

CLASSIFICATION	*GRADE*	*ANNUAL MINIMUM*	*ANNUAL MAXIMUM*
Finance Director	D06	$180,248.13	$243,988.93
Human Resources Director	D02	$163,386.95	$221,042.53
Public Works Director	D12	$209,148.75	$282.952.94
Police Chief	D03/CP03	$183,881.72	$248,759.48
Parks & Recreation Director	D01	$159,401.34	$215,650.48
Community Development Director	D01	$159,401.34	$215,650.48
Revised as of 10/07/2026 and pending adoption by Banning City Council on 10/13/2026			

CITY MANAGER & ELECTED OFFICIALS:

CLASSIFICATION	*GRADE*	*MONTHLY*	*ANNUAL*
City Manager (under contract)	D13	$25,996.25	$311,955.00
Elected Official - Councilmember	C01	$950.00	$11,400.00
Elected Official - City Clerk	E02	$550.00	$6,600.00
Elected Official - Treasurer	C02	$550.00	$6,600.00
Revised as of 10/07/2026 and pending adoption by Banning City Council on 10/13/2026			

CITY OF BANNING

Grade Step Table – EXECUTIVE UNIT & CITY OFFICIALS

Salary Schedule Effective 07/01/2026 through 06/30/2027

DIRECTORS:

CLASSIFICATION	*GRADE*	*ANNUAL MINIMUM*	*ANNUAL MAXIMUM*
Assistant City Manager	D12	$209,148.75	$282.952.94
Community Services Director	D01	$159,401.34	$215,650.48
Development Services Director	D08	$189,478.73	$256,341.50
Finance Director	D06	$180,248.13	$243,988.93
Human Resources Director	D02	$163,386.95	$221,042.53
Police Chief	D03/CP03	$183,881.72	$248,759.48
Revised as of 10/107/2026 and pending adoption by Banning City Council on 10/13/2026			

CITY MANAGER & ELECTED OFFICIALS:

CLASSIFICATION	*GRADE*	*MONTHLY*	*ANNUAL*
City Manager (under contract)	D13	$25,996.25	$311,955.00
Elected Official - Councilmember	C01	$950.00	$11,400.00
Elected Official - City Clerk	E02	$550.00	$6,600.00
Elected Official - Treasurer	C02	$550.00	$6,600.00
Revised as of 10/07/2026 and pending adoption by Banning City Council on 10/13/2026			

CITY OF BANNING

Grade Step Table - TEAMSTERS MID-MANAGEMENT AND PROFESSIONAL UNIT

Salary Schedule Effective 01/05/2026 through 01/04/2027

CLASSIFICATION	*GRADE*	*ANNUAL MINIMUM*	*ANNUAL MAXIMUM*
Assistant Civil Engineer	T68	$ 77,517.57	$ 104,871.87
Assistant Planner	T68	$ 77,517.57	$ 104,871.87
Assistant Public Works Director/City Engineer	T100	$ 170,831.41	$ 231,113.96
Associate Civil Engineer	T79	$ 101,711.08	$ 137,602.63
Associate Civil Engineer w/Certification	T79	$ 101,711.08	$ 137,602.63
Associate Electrical Engineer	T85	$ 117,952.93	$ 159,575.87
Business Support Manager	T90	$ 133,453.22	$ 180,545.86
Capital Improvement Projects Manager	T85	$ 117,952.93	$ 159,575.87
CORE Manager	T85	$ 117,952.93	$ 159,575.87
Customer Service & Billing Manager	T85	$ 117,952.93	$ 159,575.87
Customer Service Supervisor	T79	$ 101,711.08	$ 137,602.63
Development Service Manager (Building Official)	T84	$ 115,076.69	$ 155,684.66
Deputy City Clerk	T79	$ 101,711.08	$ 137,602.63
Economic Development Manager	T85	$ 117,952.93	$ 159,575.87
Electric Engineering Supervisor	T90	$ 133,453.22	$ 180,545.86
Electric Operations Manager	T100	$ 170,831.41	$ 231,113.96
Fleet Manager	T85	$ 117,952.93	$ 159,575.87
Grants Program Manager	T73	$ 87,704.66	$ 118,653.66
Homeless Services Director	T73	$ 87,704.66	$ 118,653.66
Management Analyst	T73	$ 87,704.66	$ 118,653.66
Planning Engineer	T76	$ 94,448.59	$ 127,777.37
Power Resources & Revenue Administrator	T100	$ 170,831.41	$ 231,113.96
Public Works Program Manager	T85	$ 117,952.93	$ 159,575.87
Public Works Superintendent	T85	$ 117,952.93	$ 159,575.87
Purchasing Manager	T85	$ 117,952.93	$ 159,575.87
Recreation Manager	T81	$ 106,860.38	$ 144,569.00
Risk Management Analyst	T64	$ 70,228.21	$ 95,010.17
Senior Civil Engineer	T86	$ 120,901.72	$ 163,565.22
Senior Planner	T81	$ 106,860.38	$ 144,569.00
Streets/Parks Maintenance Manager	T70	$ 81,443.02	$ 110,182.43
Transit Manager	T85	$ 117,952.93	$ 159,575.87
Water/Wastewater Superintendent	T90	$ 133,453.22	$ 180,545.86
Revised as of 09/30/2026 and pending adoption by Banning City Council on 10/13/2026			

CITY OF BANNING

Grade Step Table - BPMA

BANNING POLICE MANAGEMENT

MOU: Banning Police Management Association
2.5506% Between Steps

Effective: 7/1/2023
BWI 3.5%

Job Title	Grade	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Police Lieutenant	P87	Hourly	58.6012	60.0959	61.6287	63.2006	64.8126	66.4657	68.1610	69.8995	71.6824	73.5107	75.3857	77.3084	79.2803
		Biweekly	4,688.10	4,807.67	4,930.30	5,056.05	5,185.01	5,317.26	5,452.88	5,591.96	5,734.59	5,880.86	6,030.85	6,184.68	6,342.42
		Annual	121,890.54	124,999.48	128,187.72	131,457.28	134,810.22	138,248.69	141,774.87	145,390.98	149,099.32	152,902.24	156,802.17	160,801.57	164,902.97

CITY OF BANNING
Grade Step Table - IBEWU
UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit)
2.5506% Between Steps

Effective: 01/05/2026
Cost of Living Adjustment (COLA) 4%

CLASSIFICATION	*GRADE*	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Utility Services/Engineering Services Assistant	U54	Hourly	26.3761	27.0489	27.7388	28.4463	29.1719	29.9159	30.6790	31.4615	32.2639	33.0868	33.9307	34.7962	35.6837
		Biweekly	2,110.09	2,163.91	2,219.10	2,275.70	2,333.75	2,393.27	2,454.32	2,516.92	2,581.11	2,646.95	2,714.46	2,783.69	2,854.70
		Annual	54,862.38	56,261.70	57,696.72	59,168.33	60,677.48	62,225.12	63,812.23	65,439.82	67,108.93	68,820.61	70,575.95	72,376.06	74,222.08
Field Service Representative	U56	Hourly	27.7111	28.4179	29.1427	29.8860	30.6483	31.4300	32.2317	33.0538	33.8969	34.7614	35.6481	36.5573	37.4897
Water Construction Crew Lead		Biweekly	2,216.89	2,273.43	2,331.42	2,390.88	2,451.87	2,514.40	2,578.54	2,644.30	2,711.75	2,780.91	2,851.84	2,924.58	2,999.18
Water Meter Crew Lead		Annual	57,639.10	59,109.24	60,616.88	62,162.98	63,748.51	65,374.47	67,041.92	68,751.89	70,505.47	72,303.79	74,147.97	76,039.18	77,978.64
Water Valve Flushing Crew Lead															
Electric Service Worker	U58	Hourly	29.1139	29.8565	30.6180	31.3990	32.1998	33.0211	33.8634	34.7271	35.6128	36.5212	37.4527	38.4080	39.3876
Warehouse Services Specialist – Electric		Biweekly	2,329.12	2,388.52	2,449.44	2,511.92	2,575.99	2,641.69	2,709.07	2,778.17	2,849.03	2,921.69	2,996.22	3,072.64	3,151.01
Water Services Worker I/ Wastewater Collection System Technician I/ Water Production Operator I/ Warehouse Specialist -Water		Annual	60,556.99	62,101.56	63,685.52	65,309.88	66,975.68	68,683.96	70,435.81	72,232.35	74,074.70	75,964.05	77,901.59	79,888.55	81,926.19
Lead Field Service Representative	U60	Hourly	30.5878	31.3680	32.1681	32.9885	33.8299	34.6928	35.5777	36.4851	37.4157	38.3700	39.3487	40.3523	41.3816
		Biweekly	2,447.03	2,509.44	2,573.44	2,639.08	2,706.40	2,775.42	2,846.21	2,918.81	2,993.26	3,069.60	3,147.90	3,228.19	3,310.53
		Annual	63,622.66	65,245.42	66,909.57	68,616.16	70,366.29	72,161.05	74,001.59	75,889.07	77,824.70	79,809.70	81,845.32	83,932.87	86,073.66
Water Production Operator II/ Water Services Worker II/ Wastewater Collection Systems Technician II	U62	Hourly	32.1366	32.9563	33.7969	34.6589	35.5429	36.4495	37.3791	38.3325	39.3102	40.3129	41.3411	42.3956	43.4769
		Biweekly	2,570.93	2,636.50	2,703.75	2,772.71	2,843.43	2,915.96	2,990.33	3,066.60	3,144.82	3,225.03	3,307.29	3,391.64	3,478.15
		Annual	66,844.16	68,549.09	70,297.50	72,090.51	73,929.25	75,814.89	77,748.62	79,731.68	81,765.31	83,850.82	85,989.52	88,182.77	90,431.96

CITY OF BANNING
Grade Step Table - IBEWU
UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit)
2.5506% Between Steps

Effective: 01/05/2026
Cost of Living Adjustment (COLA) 4%

CLASSIFICATION	*GRADE*	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Water Production Operator III/ Water Services Worker III/ Wastewater Collection Systems Technician III	U66	Hourly	35.4725	36.3773	37.3051	38.2566	39.2324	40.2331	41.2593	42.3116	43.3908	44.4976	45.6325	46.7964	47.9900
		Biweekly	2,837.80	2,910.18	2,984.41	3,060.53	3,138.59	3,218.65	3,300.74	3,384.93	3,471.27	3,559.80	3,650.60	3,743.71	3,839.20
		Annual	73,782.88	75,664.79	77,594.70	79,573.83	81,603.44	83,684.81	85,819.28	88,008.18	90,252.92	92,554.91	94,915.62	97,336.54	99,819.20
Auto Cad/GIS Technician	U68	Hourly	37.2681	38.2186	39.1934	40.1931	41.2183	42.2696	43.3477	44.4533	45.5872	46.7499	47.9423	49.1651	50.4191
Public Benefits Coordinator		Biweekly	2,981.44	3,057.49	3,135.47	3,215.45	3,297.46	3,381.57	3,467.82	3,556.27	3,646.97	3,739.99	3,835.38	3,933.21	4,033.53
		Annual	77,517.57	79,494.73	81,522.32	83,601.63	85,733.98	87,920.71	90,163.21	92,462.92	94,821.27	97,239.79	99,719.98	102,263.44	104,871.77
Water Services Lead/Water Production Operator Lead/ Wastewater Collection Systems Technician Lead	U70	Hourly	39.1553	40.1540	41.1782	42.2285	43.3055	44.4101	45.5428	46.7044	47.8957	49.1173	50.3701	51.6548	52.9723
		Biweekly	3,132.42	3,212.32	3,294.25	3,378.28	3,464.44	3,552.81	3,643.42	3,736.35	3,831.65	3,929.38	4,029.61	4,132.39	4,237.79
		Annual	81,443.02	83,520.30	85,650.57	87,835.18	90,075.50	92,372.97	94,729.03	97,145.19	99,622.98	102,163.96	104,769.75	107,442.01	110,182.43
Assistant Electric Service Planner	U74	Hourly	43.2198	44.3221	45.4526	46.6119	47.8008	49.0200	50.2703	51.5525	52.8674	54.2158	55.5987	57.0168	58.4710
Distribution/Production/Wastewater Supervisor		Biweekly	3,457.58	3,545.77	3,636.21	3,728.95	3,824.06	3,921.60	4,021.63	4,124.20	4,229.39	4,337.27	4,447.89	4,561.34	4,677.68
		Annual	89,897.11	92,190.03	94,541.43	96,952.80	99,425.68	101,961.63	104,562.26	107,229.23	109,964.22	112,768.96	115,645.25	118,594.90	121,619.78
Assistant Water Superintendent	U78	Hourly	47.7066	48.9234	50.1713	51.4509	52.7633	54.1090	55.4891	56.9044	58.3559	59.8443	61.3707	62.9360	64.5412
		Biweekly	3,816.53	3,913.88	4,013.70	4,116.08	4,221.06	4,328.72	4,439.13	4,552.36	4,668.47	4,787.54	4,909.65	5,034.88	5,163.30
		Annual	99,229.80	101,760.75	104,356.26	107,017.97	109,747.57	112,546.79	115,417.41	118,361.25	121,380.17	124,476.09	127,650.98	130,906.85	134,245.76
Electric Meter Test Technician	U82	Hourly	52.6589	54.0021	55.3794	56.7920	58.2405	59.7260	61.2493	62.8116	64.4136	66.0566	67.7414	69.4692	71.2411
Powerline Technician		Biweekly	4,212.72	4,320.17	4,430.36	4,543.36	4,659.24	4,778.08	4,899.95	5,024.93	5,153.09	5,284.53	5,419.31	5,557.54	5,699.29
Powerline/Meter Test Tech Apprentice		Annual	109,530.61	112,324.30	115,189.24	118,127.26	121,140.22	124,230.02	127,398.63	130,648.06	133,980.37	137,397.67	140,902.14	144,495.99	148,181.50
Substation Test Technician															
Certified Powerline Technician	U84	Hourly	55.3248	56.7359	58.1830	59.6670	61.1889	62.7496	64.3501	65.9914	67.6746	69.4007	71.1708	72.9861	74.8477
Electric Service Planner		Biweekly	4,425.98	4,538.87	4,654.64	4,773.36	4,895.11	5,019.97	5,148.01	5,279.31	5,413.97	5,552.05	5,693.67	5,838.89	5,987.81
Powerline Tech (RG Certified) Apprentice		Annual	115,075.60	118,010.72	121,020.70	124,107.45	127,272.94	130,519.16	133,848.18	137,262.12	140,763.12	144,353.43	148,035.31	151,811.09	155,683.19

CITY OF BANNING
Grade Step Table - IBEWU
UTILITY EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (Utility Unit)
Effective: 01/05/2026
2.5506% Between Steps
Cost of Living Adjustment (COLA) 4%

CLASSIFICATION	*GRADE*	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Operations System Technician	U86	Hourly	58.1256	59.6082	61.1285	62.6877	64.2866	65.9263	67.6078	69.3322	71.1006	72.9141	74.7738	76.6810	78.6369
Senior Electric Service Planner		Biweekly	4,650.05	4,768.65	4,890.28	5,015.02	5,142.93	5,274.10	5,408.62	5,546.58	5,688.05	5,833.13	5,981.91	6,134.48	6,290.95
		Annual	120,901.30	123,985.01	127,147.37	130,390.39	133,716.13	137,126.69	140,624.25	144,211.01	147,889.26	151,661.32	155,529.59	159,496.53	163,564.65
Electric Planning Supervisor	U88	Hourly	61.0682	62.6258	64.2232	65.8613	67.5411	69.2638	71.0305	72.8422	74.7001	76.6054	78.5593	80.5630	82.6178
Powerline Crew Supervisor		Biweekly	4,885.46	5,010.07	5,137.85	5,268.90	5,403.29	5,541.11	5,682.44	5,827.37	5,976.01	6,128.43	6,284.74	6,445.04	6,609.43
		Annual	127,021.93	130,261.75	133,584.21	136,991.41	140,485.51	144,068.73	147,743.35	151,511.69	155,376.15	159,339.17	163,403.28	167,571.04	171,845.11
Powerline Crew Superintendent	U90	Hourly	64.1598	65.7963	67.4745	69.1955	70.9604	72.7703	74.6264	76.5298	78.4818	80.4835	82.5363	84.6415	86.8004
		Biweekly	5,132.79	5,263.70	5,397.96	5,535.64	5,676.83	5,821.62	5,970.11	6,122.38	6,278.54	6,438.68	6,602.91	6,771.32	6,944.03
		Annual	133,452.42	136,856.25	140,346.91	143,926.60	147,597.59	151,362.21	155,222.86	159,181.97	163,242.07	167,405.72	171,675.57	176,054.33	180,544.77

CITY OF BANNING

Grade Step Table - IBEWG

GENERAL EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (General Unit)

Effective: 01/05/2026

2.5506% Between Steps

Base Wage Increase (BWI) 4%

CLASSIFICATION	GRADE	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
After 1/1/2026 below Minimum Wage - discontinue															
Custodian	34	Hourly	15.7839	16.1864	16.5993	17.0227	17.4568	17.9021	18.3587	18.8270	19.3072	19.7996	20.3046	20.8225	21.3536
		Biweekly	1,262.71	1,294.91	1,327.94	1,361.81	1,396.55	1,432.17	1,468.70	1,506.16	1,544.57	1,583.97	1,624.37	1,665.80	1,708.29
		Annual	32,830.41	33,667.78	34,526.51	35,407.15	36,310.24	37,236.37	38,186.12	39,160.10	40,158.91	41,183.21	42,233.63	43,310.84	44,415.52
Cable Services Specialist	44	Hourly	20.2045	20.7198	21.2483	21.7903	22.3461	22.9160	23.5005	24.0999	24.7146	25.3450	25.9914	26.6544	27.3342
		Biweekly	1,616.36	1,657.59	1,699.86	1,743.22	1,787.68	1,833.28	1,880.04	1,927.99	1,977.17	2,027.60	2,079.31	2,132.35	2,186.74
		Annual	42,025.35	43,097.25	44,196.49	45,323.76	46,479.79	47,665.30	48,881.06	50,127.82	51,406.38	52,717.55	54,062.16	55,441.07	56,855.15
Customer Service Utility Billing Representative	45	Hourly	20.7099	21.2381	21.7798	22.3353	22.9050	23.4892	24.0884	24.7027	25.3328	25.9790	26.6416	27.3211	28.0179
		Biweekly	1,656.79	1,699.05	1,742.39	1,786.83	1,832.40	1,879.14	1,927.07	1,976.22	2,026.63	2,078.32	2,131.33	2,185.69	2,241.44
		Annual	43,076.58	44,175.29	45,302.02	46,457.50	47,642.44	48,857.61	50,103.77	51,381.72	52,692.26	54,036.23	55,414.48	56,827.88	58,277.33
Bus Driver Engineering Services Assistant	48	Hourly	22.3021	22.8709	23.4543	24.0525	24.6660	25.2951	25.9403	26.6019	27.2804	27.9762	28.6898	29.4216	30.1720
		Biweekly	1,784.17	1,829.67	1,876.34	1,924.20	1,973.28	2,023.61	2,075.22	2,128.15	2,182.43	2,238.10	2,295.18	2,353.72	2,413.76
		Annual	46,388.34	47,571.52	48,784.88	50,029.18	51,305.23	52,613.82	53,955.79	55,331.98	56,743.28	58,190.57	59,674.78	61,196.85	62,757.73
Maintenance Worker I Office Specialist	49	Hourly	22.8600	23.4431	24.0411	24.6542	25.2831	25.9279	26.5893	27.2675	27.9629	28.6762	29.4076	30.1576	30.9268
		Biweekly	1,828.80	1,875.45	1,923.28	1,972.34	2,022.65	2,074.24	2,127.14	2,181.40	2,237.03	2,294.09	2,352.61	2,412.61	2,474.15
		Annual	47,548.90	48,761.68	50,005.40	51,280.84	52,588.80	53,930.13	55,305.68	56,716.30	58,162.91	59,646.41	61,167.75	62,727.90	64,327.84
Motor Sweeper Operator Senior Utility Billing Representative	50	Hourly	23.4313	24.0290	24.6418	25.2703	25.9149	26.5759	27.2537	27.9489	28.6617	29.3928	30.1425	30.9113	31.6997
		Biweekly	1,874.50	1,922.32	1,971.35	2,021.63	2,073.19	2,126.07	2,180.30	2,235.91	2,292.94	2,351.42	2,411.40	2,472.90	2,535.98
		Annual	48,737.13	49,980.22	51,255.01	52,562.32	53,902.98	55,277.83	56,687.74	58,133.62	59,616.38	61,136.95	62,696.31	64,295.44	65,935.36
Maintenance Worker II Records Technician Recreation Coordinator	51	Hourly	24.0171	24.6297	25.2579	25.9022	26.5628	27.2403	27.9351	28.6476	29.3783	30.1276	30.8961	31.6841	32.4923
		Biweekly	1,921.37	1,970.38	2,020.63	2,072.17	2,125.03	2,179.23	2,234.81	2,291.81	2,350.27	2,410.21	2,471.69	2,534.73	2,599.38
		Annual	49,955.66	51,229.82	52,536.49	53,876.49	55,250.66	56,659.88	58,105.05	59,587.08	61,106.91	62,665.50	64,263.85	65,902.96	67,583.88
Purchasing Assistant	52	Hourly	24.6175	25.2454	25.8893	26.5497	27.2269	27.9213	28.6335	29.3638	30.1127	30.8808	31.6684	32.4762	33.3045
		Biweekly	1,969.40	2,019.63	2,071.15	2,123.97	2,178.15	2,233.70	2,290.68	2,349.10	2,409.02	2,470.46	2,533.48	2,598.09	2,664.36
		Annual	51,204.48	52,510.50	53,849.84	55,223.33	56,631.86	58,076.31	59,557.60	61,076.68	62,634.50	64,232.06	65,870.36	67,550.45	69,273.39
Building Maintenance Specialist I Executive Secretary Fleet Maintenance Mechanic I Maintenance Worker III Payroll Coordinator	53														
		Hourly	25.2331	25.8767	26.5367	27.2136	27.9077	28.6195	29.3495	30.0981	30.8658	31.6530	32.4604	33.2883	34.1373
		Biweekly	2,018.65	2,070.14	2,122.94	2,177.09	2,232.62	2,289.56	2,347.96	2,407.85	2,469.26	2,532.24	2,596.83	2,663.06	2,730.99
		Annual	52,484.92	53,823.60	55,196.43	56,604.27	58,048.02	59,528.59	61,046.92	62,603.99	64,200.76	65,838.27	67,517.54	69,239.64	71,005.67

CITY OF BANNING

Grade Step Table - IBEWG

GENERAL EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (General Unit)

Effective: 01/05/2026

2.5506% Between Steps

Base Wage Increase (BWI) 4%

CLASSIFICATION	*GRADE*	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Case Manager Specialist	54	Hourly	25.8640	26.5237	27.2002	27.8940	28.6054	29.3350	30.0832	30.8506	31.6374	32.4444	33.2719	34.1205	34.9908
		Biweekly	2,069.12	2,121.89	2,176.02	2,231.52	2,288.43	2,346.80	2,406.66	2,468.04	2,530.99	2,595.55	2,661.75	2,729.64	2,799.26
		Annual	53,797.10	55,169.24	56,576.39	58,019.43	59,499.27	61,016.86	62,573.16	64,169.15	65,805.85	67,484.29	69,205.54	70,970.70	72,780.88
Building Maintenance Specialist II Building Permit Specialist Bus Driver Lead/Trainer Fleet Maintenance Mechanic II Program Coordinator Senior Maintenance Worker	55	Hourly	26.5106	27.1867	27.8802	28.5913	29.3205	30.0684	30.8353	31.6218	32.4283	33.2554	34.1037	34.9735	35.8655
		Biweekly	2,120.84	2,174.94	2,230.41	2,287.30	2,345.64	2,405.47	2,466.82	2,529.74	2,594.27	2,660.44	2,728.29	2,797.88	2,869.24
		Annual	55,141.97	56,548.42	57,990.74	59,469.86	60,986.69	62,542.22	64,137.42	65,773.31	67,450.93	69,171.33	70,935.61	72,744.90	74,600.33
Animal Control Officer	56	Hourly	27.1730	27.8661	28.5769	29.3057	30.0532	30.8197	31.6058	32.4120	33.2387	34.0865	34.9559	35.8474	36.7618
		Biweekly	2,173.84	2,229.29	2,286.15	2,344.46	2,404.26	2,465.58	2,528.47	2,592.96	2,659.09	2,726.92	2,796.47	2,867.80	2,940.94
		Annual	56,519.89	57,961.49	59,439.86	60,955.93	62,510.67	64,105.07	65,740.13	67,416.90	69,136.43	70,899.83	72,708.20	74,562.69	76,464.49
Building Maintenance Specialist III Fleet Maintenance Mechanic III	57	Hourly	27.8526	28.5630	29.2915	30.0386	30.8048	31.5905	32.3963	33.2226	34.0699	34.9389	35.8301	36.7439	37.6811
		Biweekly	2,228.21	2,285.04	2,343.32	2,403.09	2,464.38	2,527.24	2,591.70	2,657.80	2,725.59	2,795.11	2,866.41	2,939.52	3,014.49
		Annual	57,933.38	59,411.03	60,926.37	62,480.36	64,073.98	65,708.25	67,384.21	69,102.91	70,865.45	72,672.94	74,526.54	76,427.41	78,376.77
Accounting Specialist Code Compliance Officer	58	Hourly	28.5486	29.2768	30.0235	30.7893	31.5746	32.3799	33.2058	34.0528	34.9213	35.8120	36.7255	37.6622	38.6228
		Biweekly	2,283.89	2,342.14	2,401.88	2,463.14	2,525.97	2,590.40	2,656.47	2,724.22	2,793.71	2,864.96	2,938.04	3,012.97	3,089.82
		Annual	59,381.13	60,895.70	62,448.91	64,041.73	65,675.18	67,350.29	69,068.12	70,829.78	72,636.36	74,489.02	76,388.94	78,337.32	80,335.39
Lead Fleet Maintenance Mechanic Public Safety Dispatcher	59	Hourly	29.2624	30.0087	30.7742	31.5591	32.3640	33.1895	34.0360	34.9042	35.7944	36.7074	37.6436	38.6038	39.5884
		Biweekly	2,340.99	2,400.70	2,461.93	2,524.73	2,589.12	2,655.16	2,722.88	2,792.33	2,863.55	2,936.59	3,011.49	3,088.30	3,167.07
		Annual	60,865.75	62,418.20	64,010.23	65,642.88	67,317.17	69,034.16	70,794.94	72,600.64	74,452.39	76,351.37	78,298.79	80,295.88	82,343.91
Accountant Development Project Coordinator Environmental Program Coordinator	61	Hourly	30.7437	31.5279	32.3320	33.1567	34.0024	34.8697	35.7590	36.6711	37.6065	38.5656	39.5493	40.5580	41.5925
		Biweekly	2,459.50	2,522.23	2,586.56	2,652.54	2,720.19	2,789.57	2,860.72	2,933.69	3,008.52	3,085.25	3,163.94	3,244.64	3,327.40
		Annual	63,946.98	65,578.01	67,250.64	68,965.94	70,724.98	72,528.90	74,378.82	76,275.92	78,221.42	80,216.53	82,262.54	84,360.72	86,512.43

CITY OF BANNING

Grade Step Table - IBEWG

GENERAL EMPLOYEES UNIT

MOU: The International Brotherhood of Electric Workers - Local 47 (General Unit)

Effective: 01/05/2026

2.5506% Between Steps

Base Wage Increase (BWI) 4%

CLASSIFICATION	*GRADE*	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Property Evidence Specialist	63	Hourly	32.3005	33.1243	33.9692	34.8356	35.7241	36.6353	37.5697	38.5280	39.5107	40.5184	41.5519	42.6117	43.6986
		Biweekly	2,584.04	2,649.95	2,717.54	2,786.85	2,857.93	2,930.82	3,005.58	3,082.24	3,160.85	3,241.47	3,324.15	3,408.94	3,495.89
		Annual	67,184.97	68,898.59	70,655.92	72,458.07	74,306.18	76,201.43	78,145.03	80,138.20	82,182.20	84,278.34	86,427.94	88,632.37	90,893.03
Accountant II Public Works Inspector Senior Code Compliance Officer Transit Field Supervisor	64	Hourly	33.1080	33.9524	34.8184	35.7065	36.6172	37.5512	38.5089	39.4912	40.4984	41.5314	42.5907	43.6770	44.7910
		Biweekly	2,648.64	2,716.19	2,785.47	2,856.52	2,929.38	3,004.09	3,080.72	3,159.29	3,239.87	3,322.51	3,407.25	3,494.16	3,583.28
		Annual	68,864.56	70,621.02	72,422.28	74,269.48	76,163.80	78,106.43	80,098.62	82,141.61	84,236.71	86,385.26	88,588.60	90,848.14	93,165.31
Buyer	66	Hourly	34.7838	35.6709	36.5808	37.5138	38.4706	39.4519	40.4581	41.4900	42.5483	43.6335	44.7464	45.8877	47.0582
		Biweekly	2,782.70	2,853.68	2,926.46	3,001.10	3,077.65	3,156.15	3,236.65	3,319.20	3,403.86	3,490.68	3,579.72	3,671.02	3,764.65
		Annual	72,350.21	74,195.57	76,088.00	78,028.70	80,018.90	82,059.87	84,152.88	86,299.29	88,500.44	90,757.73	93,072.60	95,446.51	97,880.96
Multimedia Specialist	70	Hourly	38.3950	39.3743	40.3786	41.4085	42.4646	43.5477	44.6585	45.7975	46.9656	48.1636	49.3920	50.6518	51.9437
		Biweekly	3,071.60	3,149.94	3,230.29	3,312.68	3,397.17	3,483.82	3,572.68	3,663.80	3,757.25	3,853.08	3,951.36	4,052.14	4,155.50
		Annual	79,861.60	81,898.55	83,987.46	86,129.64	88,326.46	90,579.32	92,889.63	95,258.88	97,688.55	100,180.19	102,735.39	105,355.76	108,042.96

CITY OF BANNING

Grade Step Table -TEAMSTERS

MID-MANAGEMENT AND PROFESSIONAL UNIT

MOU: Teamsters Local 1932 (formerly San Bernardino Public Employee Association) — Effective: 01/05/202Effective: 01/05/2026

2.5506% Between Steps — Cost of Living Adjustment (COLA) 3.1%

CLASSIFICATION	*GRADE*	Pay Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Electric Operations Manager	T100	Hourly	82.1305	84.2253	86.3736	88.5766	90.8358	93.1527	95.5286	97.9652	100.4639	103.0263	105.6541	108.3489	111.1125
Power Resources & Revenue Administrator		Biweekly	6,570.44	6,738.02	6,909.88	7,086.13	7,266.87	7,452.22	7,642.29	7,837.22	8,037.11	8,242.11	8,452.33	8,667.91	8,889.00
		Annual	170,831.41	175,188.63	179,656.99	184,239.32	188,938.53	193,757.60	198,699.58	203,767.61	208,964.91	214,294.77	219,760.57	225,365.78	231,113.96
Assistant Civil Engineer	T68	Hourly	37.2681	38.2186	39.1934	40.1931	41.2183	42.2696	43.3477	44.4533	45.5872	46.7499	47.9423	49.1651	50.4192
		Biweekly	2,981.44	3,057.49	3,135.47	3,215.45	3,297.46	3,381.57	3,467.82	3,556.27	3,646.97	3,739.99	3,835.38	3,933.21	4,033.53
		Annual	77,517.57	79,494.73	81,522.32	83,601.63	85,733.98	87,920.71	90,163.21	92,462.92	94,821.27	97,239.79	99,719.98	102,263.44	104,871.87
Streets/Parks Maintenance Manager	T70	Hourly	39.1553	40.1540	41.1782	42.2285	43.3055	44.4101	45.5428	46.7044	47.8957	49.1173	50.3701	51.6548	52.9723
		Biweekly	3,132.42	3,212.32	3,294.25	3,378.28	3,464.44	3,552.81	3,643.42	3,736.35	3,831.65	3,929.38	4,029.61	4,132.39	4,237.79
		Annual	81,443.02	83,520.30	85,650.57	87,835.18	90,075.50	92,372.97	94,729.03	97,145.19	99,622.98	102,163.96	104,769.75	107,442.01	110,182.43
Management Analyst	T73	Hourly	42.1657	43.2412	44.3441	45.4751	46.6350	47.8245	49.0443	50.2952	51.5781	52.8936	54.2427	55.6262	57.0450
		Biweekly	3,373.26	3,459.29	3,547.53	3,638.01	3,730.80	3,825.96	3,923.54	4,023.62	4,126.24	4,231.49	4,339.42	4,450.10	4,563.60
		Annual	87,704.66	89,941.66	92,235.71	94,588.27	97,000.84	99,474.95	102,012.15	104,614.08	107,282.36	110,018.71	112,824.84	115,702.55	118,653.66
Planning Engineer	T76	Hourly	45.4080	46.5662	47.7539	48.9719	50.2210	51.5019	52.8155	54.1626	55.5441	56.9608	58.4136	59.9035	61.4314
		Biweekly	3,632.64	3,725.29	3,820.31	3,917.75	4,017.68	4,120.15	4,225.24	4,333.01	4,443.53	4,556.86	4,673.09	4,792.28	4,914.51
		Annual	94,448.59	96,857.60	99,328.05	101,861.51	104,459.59	107,123.94	109,856.24	112,658.23	115,531.69	118,478.44	121,500.35	124,599.34	127,777.37
Administrative City Clerk Customer Service Supervisor	T79	Hourly	48.8996	50.1468	51.4258	52.7375	54.0826	55.4621	56.8767	58.3274	59.8151	61.3407	62.9053	64.5097	66.1551
		Biweekly	3,911.96	4,011.74	4,114.07	4,219.00	4,326.61	4,436.96	4,550.13	4,666.19	4,785.21	4,907.26	5,032.42	5,160.78	5,292.41
		Annual	101,711.08	104,305.32	106,965.73	109,694.00	112,491.86	115,361.07	118,303.47	121,320.92	124,415.33	127,588.67	130,842.95	134,180.23	137,602.63
Senior Planner	T81	Hourly	51.3752	52.6856	54.0294	55.4074	56.8206	58.2699	59.7561	61.2803	62.8433	64.4462	66.0900	67.7756	69.5043
		Biweekly	4,110.01	4,214.84	4,322.35	4,432.59	4,545.65	4,661.59	4,780.49	4,902.42	5,027.46	5,155.69	5,287.20	5,422.05	5,560.35
		Annual	106,860.38	109,585.96	112,381.06	115,247.45	118,186.95	121,201.43	124,292.79	127,463.00	130,714.07	134,048.07	137,467.10	140,973.33	144,569.00
Development Service Manager (Building Official)	T84	Hourly	55.3253	56.7365	58.1836	59.6676	61.1895	62.7502	64.3507	65.9920	67.6752	69.4013	71.1715	72.9868	74.8484
		Biweekly	4,426.03	4,538.92	4,654.69	4,773.41	4,895.16	5,020.02	5,148.06	5,279.36	5,414.02	5,552.11	5,693.72	5,838.94	5,987.87
		Annual	115,076.69	118,011.83	121,021.84	124,108.63	127,274.14	130,520.39	133,849.45	137,263.41	140,764.45	144,354.79	148,036.70	151,812.53	155,684.66
Associate Electrical Engineer Capital Improvement Projects Manager CORE Manager Economic Development Manager Fleet Manager Public Works Program Manager Public Works Superintendent Purchasing Manager Transit Manager	T85	Hourly	56.7081	58.1545	59.6378	61.1590	62.7189	64.3186	65.9591	67.6414	69.3667	71.1360	72.9504	74.8110	76.7192
		Biweekly	4,536.65	4,652.36	4,771.03	4,892.72	5,017.51	5,145.49	5,276.73	5,411.32	5,549.34	5,690.88	5,836.03	5,984.88	6,137.53
		Annual	117,952.93	120,961.44	124,046.68	127,210.62	130,455.25	133,782.64	137,194.90	140,694.20	144,282.74	147,962.82	151,736.76	155,606.95	159,575.87
Business Support Manager Electric Engineering Supervisor Water/Wastewater Superintendent	T90	Hourly	64.1602	65.7967	67.4749	69.1959	70.9608	72.7707	74.6268	76.5303	78.4822	80.4840	82.5368	84.6420	86.8009
		Biweekly	5,132.82	5,263.73	5,397.99	5,535.67	5,676.86	5,821.66	5,970.15	6,122.42	6,278.58	6,438.72	6,602.95	6,771.36	6,944.07
		Annual	133,453.22	136,857.08	140,347.76	143,927.47	147,598.48	151,363.13	155,223.79	159,182.93	163,243.05	167,406.73	171,676.61	176,055.39	180,545.86

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Jennifer Terry, Finance Director** **Jennifer Terry, Finance Director**
MEETING DATE:	**October 13, 2026**
SUBJECT:	**Adoption of the Fiscal Year 2026-2027 Operating Budget for the Electric Utility Public Benefit Fund 675**

STAFF RECOMMENDATION:

Adopt Resolution No. 2026-143 Approving the Fiscal Year 2026-2027 Operating Budget for the Electric Utility Public Benefit Fund (Fund 675), effective retroactively to October 1, 2026.

BACKGROUND:

The City's Fiscal Year 2026-2027 began on July 1, 2026. The City Council adopted Resolution 2026-89, authorizing continued expenditures through September 30, 2026, pending adoption of the Fiscal Year 2026-27 budget.

On September 22, 2026, staff presented the Operating Budget to City Council for approval. Staff needed additional time to review the fund's projected resources and proposed expenditures applicable to the Public Benefit Fund program. City Council approved Joint Resolutions 2026-131, 2026-08UA, and 2026-02 SA, adopting the Operating Budget, excluding the Public Benefit Fund.

Fund 675 accounts for revenues and expenditures associated with the Electric Utility's public benefit programs. Fund resources are to be used for eligible public benefit purposes and administered in accordance with applicable requirements.

Staff reviewed the proposed budget and determined that the amounts and uses reflected in the attached Fund 675 budget schedule are appropriate for Council consideration. No changes were made to the revenue or expenditure accounts from what was originally presented for adoption. Adoption will establish expenditure authority for the remainder of the fiscal year, allow staff to administer the fund's programs, and ensure that Fund 675 transactions recorded beginning October 1 are applied against Council-approved appropriations.

Staff recommends that the budget take effect retroactively on October 1, 2026. This date marks the

beginning of the second quarter and follows the first-quarter continuing budget period. The retroactive effective date avoids a gap in budget authority after September 30 and supports consistent accounting for Fund 675 activity beginning October 1.

Approval of the operating budget does not change the requirements governing Fund 675 expenditures. Purchases and contracts will remain subject to the City's purchasing policies, available appropriations, applicable restrictions on the use of public benefit funds, and any separate Council approval requirements.

JUSTIFICATION:

Adoption of the annual budget establishes the City's legal authority to appropriate and expend funds for operations and services during the fiscal year.

FISCAL IMPACT:

Approval will establish Fiscal Year 2026-2027 estimated revenues and expenditure appropriations for Fund 675 in the amounts shown in the attached budget schedule. Fund 675 is supported by resources dedicated to Electric Utility public benefit activities. No General Fund impact is anticipated. Expenditures may not exceed Council-approved appropriations without subsequent authorization.

ATTACHMENTS:

1. Resolution_2026-143_Public_Benefit_Fund_675.docx
2. Fund 675 - Public Benefit Fund Exhibit A

RESOLUTION NO. 2026-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE FISCAL YEAR 2026-2027 OPERATING BUDGET FOR THE ELECTRIC UTILITY PUBLIC BENEFIT FUND (FUND 675), EFFECTIVE OCTOBER 1, 2026

WHEREAS, the City of Banning ("City") is required to adopt an operating budget of expenditures for the period of July 1, 2026, to June 30, 2027 ("Fiscal Year 2026-27"); and

WHEREAS, the City Manager has submitted the Proposed Annual Budget for Fiscal Year 2026-27 to the City Council, the Banning Utility Authority, and the Successor Agency of the City of Banning in accordance with the Banning Municipal Code and applicable state laws; and

WHEREAS, on May 14, 2026, the City Council held a workshop on Banning's Workout Plan to Fiscal Sustainability, and

WHEREAS, on June 23, 2026, the City Council adopted Resolution 2026-102 declaring a fiscal emergency, and the Fiscal Year 2026-27 budget has been developed in conjunction with Banning's Workout Plan to Fiscal Sustainability; and

WHEREAS, the City Council adopted Resolution 2026-89 authorizing the continuation of expenditures through September 30, 2026, pending adoption of the Fiscal Year 2026-27 budget; and

WHEREAS, on August 18, 2026, August 20, 2026, August 26, 2026, and September 10, 2026, duly noticed public budget workshops were held to discuss the development of the Fiscal Year 2026-27 budget; and

WHEREAS, the Electric Utility Public Benefit Fund (Fund 675) was removed from the September 22, 2026, budget adoption to allow staff additional time to review the fund's projected resources and proposed expenditures applicable to the Public Benefit Fund program; and

WHEREAS, staff has completed the additional research and review and has presented the proposed Fiscal Year 2026-2027 Operating Budget for Fund 675 to the City Council; and

WHEREAS, Fund 675 accounts for revenues and expenditures associated with the Electric Utility's public benefit programs, and its resources must be administered for eligible public benefit purposes in accordance with applicable requirements; and

WHEREAS, the City Council desires to adopt the Fiscal Year 2026-2027 Operating Budget for Fund 675, effective retroactively to October 1, 2026, to establish budget authority beginning with the second quarter of the fiscal year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The Annual Operating Budget for the Electric Utility Public Benefit Fund (Fund 675) of the City of Banning for the fiscal year beginning July 1, 2026, and ending June 30, 2027, is hereby adopted. A copy of the Fund 675 Operating Budget is on file with the City Clerk and, by this reference, is expressly incorporated into and made a part of this Resolution as though fully set forth herein. The funds appropriated by this Resolution are authorized to be expended as necessary and proper for municipal purposes.

SECTION 3. The sums of money set forth in the Fund 675 budget summary attached as Exhibit A are hereby appropriated from the revenues and resources of Fund 675 for the purposes stated, to be expended during Fiscal Year 2026-2027.

SECTION 4. The City Manager, or designee, is authorized to approve and process the requisitions and purchase orders necessary to implement the adopted Fiscal Year 2026-2027 Operating Budget for Fund 675, provided that such purchases are within the scope of approved budget appropriations. All procurement activities shall be conducted in accordance with the City's adopted purchasing policies and procedures. No purchases shall be made without appropriate budget authorization and approval in accordance with City policy.

SECTION 5. The approved budget for each individual grant included in Fund 675 remains an authorized appropriation until the grant is completed or expires. Any unexpended authorized appropriation for each grant, and the corresponding revenue budget, is automatically carried over from fiscal year to fiscal year until the funds of the individual grant are expended, the grant expires, or the grant is canceled by the grantor or the City Manager.

SECTION 6. The City Manager is authorized to amend budgets within the Fund 675 departmental appropriation; however, any change in authorized employee counts must be approved by the City Council.

SECTION 7. The City Manager, through the Finance Department, shall periodically report to the City Council on the financial status of Fund 675, including revenues and expenditures to date and the estimated year-end fund balance. On a quarterly basis, the City Manager shall review Fund 675 financial operations, report to the City Council on financial results, and recommend any financial actions necessary to meet the adopted budget's financial planning and goals.

SECTION 8. The City Manager, or designee, is authorized and directed to take all necessary and proper actions to implement this Resolution, including minor reclassifications of Fund 675 revenue and expenditure estimates.

SECTION 9. Upon the effective date of this Resolution, Resolution No. 2026-89 shall be superseded with respect to Fund 675. Expenditures made for Fund 675 under Resolution No. 2026-89 during Fiscal Year 2026-2027 are ratified and shall be applied against the appropriations adopted by this Resolution. This Resolution shall take effect immediately upon its adoption, and the Fund 675 Operating Budget shall be effective retroactively to October 1, 2026.

SECTION 10. The City Clerk shall certify the adoption of this Resolution and shall cause a certified copy of this Resolution to be filed in the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 13th day of October 2026.

_____

Richard Royce, Mayor
City of Banning, California

ATTEST

_____

Sandra Calderon, Deputy City Clerk
City of Banning, California

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 2026-143, was duly adopted by the City Council of the City of Banning, at a regular meeting thereof held on the 13th day of October 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING

PUBLIC BENEFIT FUND (675)

SUMMARY OF REVENUES AND EXPENDITURES
FY 2026-2027 PROPOSED OPERATING BUDGET

Beginning cash balance reflects the adjusted amount supplied in the citywide summary.

		AUDITED ACTUALS 2023-2024	UNAUDITED ACTUALS 2024-2025	AMENDED BUDGET 2025-2026	UNAUDITED ACTUALS 2025-2026	PROPOSED 2026-2027	% CHANGE
BEGINNING CASH BALANCE		**$976,658**	**$1,124,313**	**$382,501**	**$382,501**	**$950,661**	**149%**
REVENUES							
INTEREST		$28,426	$24,478	$15,000	($745)	$15,000	2114%
REVENUE FROM STATE		-	-	-	$883,333	-	(100%)
UTILITY FUNDS		$684,324	$531,150	$780,000	$907,914	$1,168,500	29%
SUNDRY CHARGES/SPC PRGRMS		-	$116	-	$116	-	(100%)
OTHER REVENUE		-	-	-	-	-	-
INTERFUND TRANSFERS		($675)	-	-	-	-	-
TOTAL REVENUES		**$712,075**	**$555,743**	**$795,000**	**$1,790,618**	**$1,183,500**	**(34%)**
TOTAL SOURCES		**$1,688,733**	**$1,680,056**	**$1,177,501**	**$2,173,119**	**$2,134,161**	**(2%)**
PERSONNEL SERVICES							
FRINGE BENEFITS		$818	$149,065	-	$70,345	-	(100%)
SALARY & WAGES		$55	$212,994	-	$192,208	$405,543	111%
TOTAL PERSONNEL SERVICES		**$873**	**$362,060**	**-**	**$262,553**	**$405,543**	**54%**
MAINTENANCE & OPERATIONS							
AMORTIZATION		-	-	-	-	-	-
BAD DEBT & DEPREC EXPENSE		$3,217	($10,774)	-	-	-	-
CAPITAL EXPENDITURES		-	-	-	-	-	-
CONTRACT SVC-EMPLOYEE SPC		-	-	-	-	-	-
CONTRACT SVC-PROFESSIONAL		$28,573	$18,042	$50,672	$6,478	$22,500	247%
CONTRACT SVC-RENTAL/LEASE		-	-	$578	-	-	-
CONTRACTUAL SERVICES		$10,861	$6,731	$25,233	$1,354	$11,400	742%
CONTRACTUAL SVC-UTILITIES		-	-	-	-	-	-
DEBT SERVICE - INTEREST		-	-	-	-	-	-
ELECTRIC		$3,655	$56,284	$5,036	$1,426	$2,500	75%
INTERFUND SERVICE PYMTS		-	-	-	-	-	-
INTERFUND TRANSFER/TRNSF - PUB BENEFIT FUND		-	-	-	-	-	-
INTERFUND TRANSFERS		-	-	$50,000	$193,507	$95,672	(51%)
NONCAPITALIZED ASSETS		$6,855	$423	$1,000	-	-	-
SPL UTIL CAP-SPL PROJECTS		-	-	-	-	-	-
SUNDRY CHARGES/SPC PRGRMS		$510,385	$864,790	$876,856	$757,140	$637,500	(16%)
TOTAL MAINTENANCE & OPERATIONS		**$563,547**	**$935,496**	**$1,009,375**	**$959,905**	**$769,572**	**(20%)**
TOTAL EXPENDITURES		**$564,420**	**$1,297,556**	**$1,009,375**	**$1,222,458**	**$1,175,115**	**(4%)**
OPERATING YEAR OVERAGE / (SHORTAGE)		**$147,655**	**($741,812)**	**($214,375)**	**$568,160**	**$8,385**	**(99%)**
ESTIMATED ENDING CASH BALANCE		**$1,124,313**	**$382,501**	**$168,126**	**$950,661**	**$959,046**	**1%**

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AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C01240) FOR SUN LAKE BLVD EXTENSION – CONSTRUCTION ENVIRONMENTAL MONITORING SERVICES BY AND BETWEEN CITY OF BANNING AND ULTRASYSTEMS ENVIRONMENTAL, INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and UltraSystems Environmental Inc., a California Corporation ("Consultant") is effective as of this day: 5/11/2026.

RECITALS

A. City and Consultant entered into that certain Contract dated February 2, 2026, for the purpose of providing Sun Lakes Blvd Extension – Construction Environmental Monitoring Services ("Agreement") following RFP # 25-122 Sun Lakes Blvd Extension – Construction Environmental Monitoring Service, as approved by City Council Resolution RESO 2026-38.

B. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to December 31, 2027, and increase the Contract Sum to Six Hundred Twelve Thousand Six Hundred Seventy Dollars ($612,670.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Two Hundred Thiry Thousand Seven Hundred Seventy Dollars ($230,770.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Six Hundred Twelve Thousand Six Hundred Seventy Dollars ($612,670.00).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through December 31, 2027, unless sooner terminated or extended as provided in the Agreement.

1.4 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment 1, attached hereto and incorporated herein.

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

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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. 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

Elizabeth Gibbs

Elizabeth Gibbs,
City Manager

City Council Approval: RESO 2026-38, 2/24/26

ATTEST:

Sandra Calderon

Sandra Calderon
Deputy City Clerk

APPROVED AS TO FORM:
Slovak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
City Attorney

CONSULTANT

Betsy A Lindsay

NAME: Betsy A Lindsay
TITLE: President/CEO

NAME:
TITLE:

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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ATTACHMENT "1"

Change Order #1 includes additional mitigation monitoring required pursuant to regulatory permits for the Sun Lakes Boulevard Extension. There are three separate permits that need specific compliance.

They include the following:

1. ITP (2081-2025-079-06). *The ITP work relating to Compliance is being handled by Albert Webb.*
2. CDFW-SAA – EPIMS-RIV-54902-R6. *See table below for compliance.*
3. RWQCB - WDR – Order R7-2025-0014. *See table below for compliance.*

SCOPE OF WORK

Presented below is our Scope of Work, based on compliance conditions within each of the specific regulatory permits.

For the **CDFW - SAA** Permit, UltraSystems would assist with those compliance requirements that **are not** being handled by Albert Webb. Areas of responsibility are noted in the table below.

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CDFW - SAA			
Requirement	**No.**	**Section**	**Responsible**
Administrative Measures	1.7	**Notify CDFW Prior to Work.** Permittee shall notify CDFW by email at least five (5) working days prior to initiation of Project activities. See contact information below.	**UEI Biologist**
	1.8	**Reporting of Violations.** Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring.	**UEI Biologist**
	1.9	**Dead or Injured Species.** Permittee shall report any dead or injured CESA- or ESA- listed threatened, endangered, or fully protected species, or species of special concern found along roads or in Project areas to CDFW within 24 hours via email according to contact information below. The Permittee shall report the location, cause of death or injury, species found, and any other relevant information.	**UEI Biologist**
	1.11	**Work According to Plans.** Final stamped engineered design plans shall be submitted to CDFW a minimum of 30 days prior to start of Project activities, for review by CDFW prior to Project start. The final plans shall be based on the Project design plans submitted to CDFW in the notification package. If the submitted Project plans differ substantially from the Project description, Permittee shall provide CDFW a detailed, written description of the changes made. CDFW may require an amendment to this Agreement or submission of a new notification prior to starting the Project if the Project designs have changed from those submitted in the Notification Package.	**Contractor and City**
General Wildlife Protection and Prevention Measures	2.1	**Designated Biologist(s) and Biological Monitor(s).** Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologist(s)) and Biological Monitor(s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities at least 30 days before initiating ground- or vegetation- disturbing activities. Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and/or Biological Monitor(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties. Optional CDFW biologist resume form available here: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869.	**UEI Biologist**
	2.2	**Responsibility of the Designated Biologist(s).** The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.	**UEI Biologist**
	2.4	**Authority of Biological Monitor(s).** The Permittee or Designated Biologist shall designate a person to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall halt Project Activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats.	**UEI Biologist**

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General Wildlife Protection and Prevention Measures	2.5	**Delineate Work Area Boundary.** In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats prior to start of Project activities. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.	**UEI Biologist**
	2.6	**Environmentally Sensitive Areas.** The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the 'standard work area boundary' materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.	**UEI Biologist**
	2.7	**Wildlife Species.** To avoid impact to any non-listed wildlife species, a Designated Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat near the site of capture.	**UEI Biologist**
	2.9	**Daily Clearance Survey.** Before the start and end of daily Project activities. The Designated Biologist or Biological Monitor shall survey the Project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.	**UEI Biologist**
	2.9.1	**Excavated Areas.** At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s) or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degrees at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.	**UEI Biologist**

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General Wildlife Protection and Prevention Measures	2.9.2	**Check for Wildlife in Pipes/Construction Materials.** Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry.	**UEI Biologist**
Diversion/ Dewatering Plan	2.25	**Diversion Plan.** If Project activities are proposed to occur at any time when flowing water is present or reasonably anticipated, Permittee shall submit to CDFW for review and approval a water diversion/dewatering plan a minimum of **30 days** before initiating Project activities involving water diversion.	**Contractor's Engineering Consultant**
	4.9	**Diversion Plan.** If Project activities are proposed at any time when flowing water is present, or reasonably anticipated, **no later than 30 days prior to commencement of Project activities** addressed by this Agreement, **Permittee shall submit to CDFW** for review and approval a **detailed water diversion/dewatering plan.** Dewatering structures may include the use of sandbags, Port-a dams, water bladder dams, K-rails, or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. Permittee may not commence dewatering of a stream/diversion of water without explicit approval from CDFW.	**Contractor's Engineering Consultant**
Implement BMPs and daily monitoring	2.15 - 2.19	**Best Management Practices.** Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non- native plant materials. Fiber rolls or erosion control mesh shall be made of loose- weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Nonwelded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.	**Contractor and UEI Biologist**
Implement BMPs and daily monitoring	2.15.1	If work is performed within the stream channel during the winter storm period, the Permittee shall monitor the **five (5) day weather forecast.** If it is forecasted for any precipitation, work activities shall involve the securing of the site, so as no materials may enter or be washed into the stream. The site shall be completely secured **one (1) day prior** to precipitation, unless prior written approval has been provided by CDFW. During period of precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted.	**Contractor and Biologist**

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Implement BMPs and daily monitoring	2.16	**Equipment and Vehicles.** Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. No equipment maintenance shall be done within or near any stream, channel, or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17	**Clean Equipment Prior to Entering Area Regulated by Agreement.** All equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil, and other debris. The Permittee shall follow equipment washing guidelines certify that decontamination, as specified in the sub-measures below, has been completed, and shall require operator of equipment to re-certify equipment upon reentry to areas by this Agreement after contact with water and/or wet soil from a stream or lake in areas outside those regulated under this Agreement.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17.1	**Clean and Inspect Equipment Prior to Entering Stream.** Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to initially entering areas regulated by this Agreement. Any contaminants shall be cleaned prior to any work within a streambed and shall be maintained daily. In addition, equipment shall be cleaned daily to ensure pollutants and non-natives are not introduced into mitigation areas or spread throughout Project sites.	**Contractor and Biologist**
Implement BMPs and daily monitoring	2.17.2	**Decontamination of Project Equipment.** Prior to initially entering, and upon reentering areas subject to this Agreement, Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils. Permittee shall decontaminate Project gear and equipment utilizing one of four methods: drying, using a hot water soak, hot-water pressure washing, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard to reach areas and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using hot water, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes or by pressure washing with hot water 140°F minimum at the point of contact or 155°F at the nozzle. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.	**Contractor**
Implement BMPs and daily monitoring	**2.17.3**	**Decontamination Sites.** Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into any river, lake, or stream and associated riparian areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.	**Contractor**
Implement BMPs and daily monitoring	2.18	**Stationary Equipment.** Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up	**Contractor**

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		equipment such as extra booms, absorbent pads, skimmers, shall be on site prior to the start of construction.	
Implement BMPs and daily monitoring	2.19	**Staging and Storage Areas.** Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.	**Contractor**
Weekly nesting bird reports	2.11.5	**Reporting.** The Designated Biologist shall be responsible for providing summary reports, where relevant, to CDFW no less than **once weekly** regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW within **24 hours of detection.**	**UEI Biologist**
	4.5	**Nesting Bird Summary Report.** Permittee shall prepare and submit to CDFW a summary of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.	**UEI Biologist**
Monthly resource status updates	4.11	**On-site Resource Updates.** Permittee shall provide updates on the status/outcome of any new or previously identified resource, and any adjustments made to applied avoidance, minimization, and mitigation measures, and any other pertinent information. Summaries shall be submitted **on a monthly basis** during periods of Project activity until Project completion or monitoring is complete. Monitoring reports of any passively relocated species shall also be included. The updates shall be provided to CDFW as a Status Report in EPIMS, and any unsupported file type shall be emailed to the addresses below. CDFW may adjust the rate of updates in writing. If the Project results in the abandonment of or damage to a resource, Permittee shall notify CDFW within 24 hours via phone call or email at the contact information listed below.	**City and Consultant**
Restore temporary impacts (0.09 ac)	3.1	**Habitat Restoration – On-site (On-site Temporary Restoration).** To compensate for the temporary impacts of 0.09 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall restore no less than 0.18 acres of in-kind streambed and associated habitat.	**City**
	3.1.1	**Restoration of Temporary Impacts.** Upon completion of construction activities, Permittee shall restore all temporary impacts to pre-project conditions or better. Restoration activities should include, but not be limited to: contouring the ground surface to pre-impact grade; removing all construction related materials, trash, and debris; and replacing any natural materials/refugia moved during Project activities. **Photo documentation and reporting of restoration efforts will be included in the Project Completion Report.**	**City**

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Project Completion Report	4.13	**Project Completion Report.** Permittee shall provide a **Project Completion Report to CDFW** via EPIMS no later than one month after the Project is fully completed. The Project Completion Report shall summarize all Project activities including the implementation of all items specified in Section 2 of this Agreement. This report shall include, at minimum, photo documentation, avoidance/minimization measures implemented, biological survey notes (including construction monitoring), and a summary of temporary and permanent restoration efforts with photo documentation. Permittee shall include a copy of the Mitigation and Monitoring Reporting Plan table with notes showing status and date of implementation for each of the mitigation measures. Notification shall be submitted via EPIMS and emailed to: R6LSAReporting@wildlife.ca.gov, please reference Notification No. EPIMS-RIV-54902-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.	**City and Consultant**

RWQCB - WDR			
Section	**Section**	**Section**	**Section**
Reporting and Notification Requirements	XII.B.1.a	**Project Reporting a. Monthly Reporting:** The Permittee must submit a Monthly Report to the Colorado River Basin Water Board on the **15th day of each month** for the duration of the construction phase. Monthly reporting shall continue until the Colorado River Basin Water Board issues a Notice of Project Complete Letter to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.	**City and Consultant**
Annual Reports	XII.B.1.b	The Permittee must submit an **Annual Report** including activities conducted for the previous fiscal year (July 1 - June 30) to the Colorado River Basin Water Board on the **1st of September**. Annual Reports must be submitted even if Project construction has not begun. Annual reporting shall continue until a **Notice of Project Complete Letter** is issued to the Permittee and this Order is terminated by vote of the Colorado River Basin Water Board.	**City and Consultant**

COSTS

The following table specifies our proposed costs for our proposed work scope.

TABLE 1
ESTIMATED FEES

Tasks	Description	Cost
CDFW - SAA		
Administrative Measures		$184.020
Diversion/Dewatering Plan – Provided by Contractor		$0
Implement BMP and Daily Monitoring		$46,750
RWQCB - WDR		
Reporting and Notification		$0
Monthly Reporting		$0
	TOTAL	**$230,770**

ULTRASYSTEMS' PROJECT MANAGER FOR THIS CONTRACT

TASK COST BREAKDOWN • SUN LAKES BOULEVARD EXTENSION - ENVIRONMENTAL MONITORING - CHANGE ORDER #1

	Labor Categories >>>>	Senior Biologist II	Senior Biologist I	Staff Biologist I	Biological Monitor	Senior GIS Analyst	Word Processor	Total		Vehicle Travel		Direct Costs				Direct Expense	TOTAL (rounded)
	Hourly Rate By Labor Category >>>>	$179	$173	$163.00	$95	$173	$137	Hours	Cost	Miles	$0.725	Per Diem		Subs	Markup		
		Hours										Days	$180		10%		
CDFW - SAA																	
Administrative Measures																	
1.7	Notify CDFW Prior to Work	2	0	0	0	0	0	2	$358	0	$0	$0	$0	$0	$0	$0	$360
1.8	Reporting Violations	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
1.9	Dead or Injured Species	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
1.11	Work According to Plans	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1	Designated Biologist(s) and Biological Monitor(s)	2	0	0	0	0	0	2	$358	0	$0	$0	$0	$0	$0	$0	$360
2.2	Responsibility of the Designated Biologist(s)	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.4	Authority of Biological Monitor(s)	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.5	Delineate Work Area Boundary	0	0	25	25	0	0	50	$6,450	0	$0	$0	$0	$0	$0	$0	$6,450
2.6	ESAs	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.7	Wildlife Species	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.9	Daily Clearance Survey	0	0	0	1440	0	0	1440	$136,800	18,000	$13,050	$0	$0	$0	$0	$27,000	$176,850
2.9.1	Excavated Areas	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.9.2	Check for Wildlife in Pipes/Construction Materials	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**4**	**0**	**25**	**1465**	**0**	**0**	**1494**	**$143,966**	**18,000**	**$13,050**	**$0**	**$0**	**$0**	**$0**	**$27,000**	**$184,020**
Diversion/Dewatering Plan																	
2.2.5	Diversion Plan - Contractor	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
4.9	Diversion Plan - Contractor	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Implement BMP and Daily Monitoring																	
2.1.5	BMPs	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.5.1	BMPs in stream channel	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.6	Equipment and Vehicles	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.7	Clean Equipment Prior to Entering Area	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.7.1	Clean and Inspect Equipment Prior to Entering a Stream	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
2.1.1.5	Weekly nesting bird reports	40	0	0	0	0	0	40	$7,160	0	$0	$0	$0	$0	$0	$0	$7,160
4.5	Nesting Bird Summary Report	40	24	0	0	0	0	64	$11,312	0	$0	$0	$0	$0	$0	$0	$11,310
4.1.1	Monthly Resource Status Updates	24	24	0	0	0	0	48	$8,448	0	$0	$0	$0	$0	$0	$0	$8,450
3.1	Restore temporary impacts - Habitate Restoration	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
3.1.1	Restoration of Temporary Impacts - City	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
4.1.3	Project Completion Report	40	40	0	24	16	4	124	$19,676	0	$0	$0	$0	$0	$0	$150	$19,830
	SUBTOTAL	**144**	**88**	**0**	**24**	**16**	**4**	**276**	**$46,596**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**	**$46,750**
RWQCB - WDR																	
XII.B.1.a	Reporting and Notification	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
XII.B.1.b	Annual Reports	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0	$0	$0	$0
	SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	TOTAL LABOR HOURS	**148**	**88**	**25**	**1489**	**16**	**4**										
	TOTAL COST	**$26,492**	**$15,224**	**$4,075**	**$141,455**	**$2,768**	**$548**	**1770**	**$190,562**	**18,000**	**$13,050**	**$0**	**$0**	**$0**	**$0**	**$27,150**	**$230,770**

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