



AGENDA

CITY COUNCIL - SPECIAL MEETING (WORKSHOP)

CITY OF BANNING, CALIFORNIA

May 30, 2025
2:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

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

<https://us02web.zoom.us/j/83499639009?pwd=0rZM2SPLwPuN6bf79kkplmpucRtiw4.1>

Dial in: +1 669 900 9128

Meeting ID: 834 9963 9009
Password: 92220

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

TELECOMMUTING LOCATION

Council Member Wallace will be participating remotely from the following location: Delta Hotel Lobby, 12021 Harper Boulevard, Anaheim, California. Members of the public are invited to participate remotely from this location.

1. CALL TO ORDER

- 1.1 PLEDGE OF ALLEGIANCE**
- 1.2 ROLL CALL**

2. PUBLIC COMMENTS - Agenda Items Only

3. REPORTS OF OFFICERS

3.1 Consideration of an Agreement with Social Work Action Group (SWAG)

Recommendation: Approval of the Social Work Action Group contract.

3.2 Consideration of an Agreement with Wanderlust Events for a Summer Food Truck Event Series located at City-Owned Property located at 150 E. Ramsey Street, Banning, CA 92220

Recommendation: Approval of agreement with Wanderlust Events for a Summer Food Truck Event Series lasting 8 weeks.

4. PUBLIC COMMENTS

5. ADJOURNMENT

Zoom Community Standards for Public Meetings

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

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

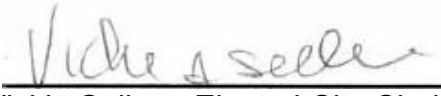
Estándares comunitarios de Zoom para Reuniones Públicas

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

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

AFFIDAVIT • DECLARACIÓN JURADA

IT IS HEREBY CERTIFIED under the laws of the State of California that the above agenda was posted on the City's website (www.banningca.gov) as well as the Bulletin Board at Banning City Hall, located at 99 E Ramsey Street, Banning, CA 92220, at least 24 hours in advance of the meeting.


Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

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

Public Comment

Agenda Items

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

Non-Agenda Items

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

Special Assistance/Accessibility Requests

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

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

CONTACT • CONTACTO

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



CITY OF BANNING STAFF REPORT

TO: CITY COUNCIL

FROM: Robert Fisher, Acting City Manager

PREPARED BY: Robert Fisher, Acting City Manager

MEETING DATE: May 30, 2025

SUBJECT: Consideration of an Agreement with Social Work Action Group (SWAG)

RECOMMENDATION:

Approval of the Social Work Action Group contract.

BACKGROUND:

SWAG is a non-profit public benefit corporation in good standing with the California Secretary of State. SWAG's principal business location is 5053 La Mart Dr, Suite 204 in Riverside, California. SWAG's mission is to advocate, educate and inspire marginalized individuals and families in Southern California to achieve sustainable independence through community support. SWAG provides or has provided homeless intervention and related services to a number of Inland Empire communities, including Desert Hot Springs, Colton, Temecula, Chino Hills, Lake Elsinore and Rialto. Some of the services provided by SWAG in communities it serves include, but are not limited to, the following:

1. Responding to homeless service requests made by City staff, and law enforcement in a timely
2. Providing immediate crisis stabilization to those experiencing behavioral health, physical crisis and emergencies and connection to behavioral health and substance abuse treatment
3. Case management of individuals that are in treatment and temporary living situations to help ensure they do not return to the streets.
4. Assisting unsheltered homeless individuals with obtaining admittance and transportation to emergency shelters and connecting them with transitional and permanent housing options.

JUSTIFICATION:

Homeless Encampments pose a serious public safety risk, often causing fires and exposing encampment residents to increased risk of sexual violence and criminal activity, to property damage and break-ins, and unsanitary conditions affecting both residents and neighbors. They dampen and deter both commercial and recreational activity through the accumulation of hazardous material and excessive debris, harming downtowns and depriving Californians of their public spaces. Large encampments and those with semi-permanent structures exacerbate and perpetuate these harms.

FISCAL IMPACT:

CONTRACTOR (SWAG) shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement or in the Proposal/Exhibits to the contrary, total fees and charges paid by CITY to CONTRACTOR (SWAG) under this Agreement shall not exceed the amount of Forty-Eight Thousand Five Hundred Two Dollars (\$48,502.00) a month.

ALTERNATIVES:

Reject the contract with the Social Work Action Group (SWAG) and locate other alternatives

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. [Banning General Services Agreement - SWAG 05-30-2025.docx](#)
2. [Exhibit A - Proposal Swag mission 05-30-2025.pdf](#)

AGREEMENT FOR GENERAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR GENERAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the May 30, 2025, by and between the City of Banning (“CITY”), whose address is 99 E. Ramsey Street, Banning, California 92220, and Social Work Action Group (“CONTRACTOR”), a California nonprofit corporation whose address is 5053 LA Mart Dr, Suite #204, Riverside, California 92507. CITY and CONTRACTOR may be referred to individually as a “party” and collectively as the “parties.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide the following services: to address the growing issue of unsheltered homelessness in the City of Banning with strategic outreach, community collaboration, and facilitating long-term housing solutions outside of the City of Banning. CONTRACTOR’s primary focus is homeless intervention services and to identify, engage, and assist individuals, families, and encampments experiencing homelessness, ultimately reducing their visibility and presence in the community; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR represents that it has examined and is fully familiar with all of the provisions of the Agreement; that it has satisfied itself as to the nature and location of all Services (defined below), the general and local conditions to be encountered in the performance of any Services, and all other matters which can in any way affect the Services or the cost thereof; and

D. Pursuant to the City of Banning’s Municipal Code, CITY has authority to enter into this Agreement and the Mayor has authority to execute this Agreement with Council approval; and

E. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written

and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates [REDACTED] as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR. CITY designates the City Manager, or his or her designee, to act as the Project Manager (“Project Manager”) in connection with the delivery of Services under this Agreement. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies necessary to perform Services.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement or in the Proposal/Exhibits to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed the amount of **Forty-Eight Thousand Five Hundred Two Dollars (\$48,502.00)** a month.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice for services that are submitted more than sixty (60) days after the date such services were provided. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY’s:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR

with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the CITY, if applicable. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the CITY other than for the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall keep itself informed concerning and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rule, and regulations of the CITY and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5.11 In the performance of this Agreement the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

5.12 By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the CONTRACTOR discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's sole risk until written instructions are received from the Project Manager.

CONTRACTOR warrants all Services under the Agreement to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials

incorporated into the Services, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the CITY of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at CONTRACTOR's sole cost and expense. CONTRACTOR shall act sooner as requested by the CITY in response to an emergency. In addition, CONTRACTOR shall, at its sole cost and expense, repair and replace any portions of the Services (or work of other contractors) damaged by CONTRACTOR's defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, CONTRACTOR's obligation hereunder to correct defective Services shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Services. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CONTRACTOR.

In the event that CONTRACTOR fails to fulfil its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the CITY, the CITY shall have the right to correct and replace any defective or non-conforming Services and any work damaged by such services or the replacement or correction thereof at CONTRACTOR's sole expense. CONTRACTOR shall be obligated to fully reimburse the CITY for any expenses incurred hereunder upon demand. This provision may be waived if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

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

5.13 Time is of the essence in the performance of this Agreement.

5.14 CONTRACTOR shall make every reasonable effort to maintain the stability and continuity of CONTRACTOR's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees, officers, volunteers 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. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01. General liability insurance in an amount of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate; CONTRACTOR agrees to have its insurer

endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02. Business Auto Coverage in an amount of no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03. Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing Services. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation 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.

7. General Conditions pertaining to Insurance Coverage.

7.01. No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning Services, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04. Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to 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 any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, 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.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the

scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving thirty (30) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's Project Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Furthermore, CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed faithfully, competently and to the best of CONTRACTOR'S ability, experience and talent. CONTRACTOR covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

11.04 Prevailing Wages.

A. If the services involve work performed during the design, site assessment, feasibility study, and other preconstruction phases of a construction project, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, CONTRACTOR shall be responsible to comply with applicable prevailing wages laws. As a condition of payment, CONTRACTOR shall pay wages under applicable state and federal laws and regulations relating to prevailing wages in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County and/or 40 U.S.C. Section 276a, et. seq. Such wage rates shall conform with those posted at CITY offices and the project site. In the event that the CONTRACTOR fails to pay the prevailing wages, the CONTRACTOR shall be solely liable for penalties and for the shortfall in wages and shall indemnify, defend and hold harmless CITY under Section 8.01 against any of the same. The following Labor Code sections are hereby referenced and made a part of this Agreement:

B. The following Labor Code sections are hereby referenced and made part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1776 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

11.05 CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable prevailing wage laws.

11.06 CONTRACTOR shall have no authority to bind CITY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CITY. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR’s officers, employees, or agents are in any manner officials, officers, employees or agents of CITY.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the

performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not use such data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid, and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and

governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

13.10 Covenant Against Discrimination. CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

13.11 Force Majeure. Neither party will be deemed in breach hereunder for any

interruption or delay in the performance of its obligations hereunder if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, pandemics, or natural disasters, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or avoid it at a reasonable cost.

13.12 Confidentiality. All information gained or work product produced by CONTRACTOR in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONTRACTOR. CONTRACTOR shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager.

CONTRACTOR, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the CITY's Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided CONTRACTOR gives CITY notice of such court order or subpoena.

If CONTRACTOR, or any officer, employee, agent or subcontractor of CONTRACTOR, provides any information or work product in violation of this Agreement, then CITY shall have the right to reimbursement and indemnity from CONTRACTOR for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONTRACTOR's conduct.

CONTRACTOR shall promptly notify CITY should CONTRACTOR, its officers, employees, agents or subcontractors 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 work performed there under. CITY retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

13.13 Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by CITY of any work or Services by CONTRACTOR shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by

either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.14 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.15 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

13.16 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

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

13.18 Incorporation of Recitals. The parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though 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: _____
Sheri Flynn, Mayor

By: _____
Robert Fisher, City Manager

CONTRACTOR:

SOCIAL WORK ACTION GROUP

By: _____

Print Name: _____

Title: _____

EXHIBIT “A”

PROPOSAL

(insert behind this page)

EXHIBIT “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)



Social Work Action Group
Addressing the Homeless in the City of Banning
FY 2025-2026 Strategic Plan

To address the increase of unsheltered homeless individuals in the City of Banning, Social Work Action Group (SWAG) has prepared a Strategic Plan of Action. The Strategic Plan specifically targets unsheltered individuals, families, and encampments to reduce the number of visible homeless residing in the City of Banning. With the assistance of Banning Police Department, SWAG will identify and address individuals and geographical areas of concern to prioritize our efforts. SWAG will provide consistent outreach and case management services to those most in need, with the ultimate goal of mitigating an individual's root cause(s) of their homelessness and to live a fulfilling and meaningful life. SWAG will reduce the homeless population both visibly and documented through the annual Point-in-Time Count. Simultaneously, SWAG will engage, educate, and encourage the community of Banning to collaborate efforts and spread the message of Responsible Compassion.

1. Census of unsheltered homeless

In every community, it is vital to conduct a thorough and comprehensive census of the unsheltered homeless population. City staff, Banning Police Department, and SWAG will work together to accurately locate, identify, survey and track, through the creation of a by-name list. A comprehensive assessment will provide an in-depth look at the individual, the circumstances and incidents that led to homelessness, such as severe trauma(s). We will also detail one's connections and support systems in the city to leverage those individuals and incorporate those resources. This information will be used to develop an individualized action plan. This will be done on an ongoing basis as new individuals enter the city.

2. Outreach to the unsheltered homeless

Street outreach must be intensive, consistent, and strategic and needs the partnership of law enforcement and successful utilization and navigation of systems of care; behavioral health, and substance abuse treatment. Our team is comprised of individuals with specialized backgrounds in behavioral health, substance abuse, and social work who have a fundamental understanding of human development and behaviors. When we develop an action plan, we follow a process flow chart that directs our activities and interactions with the individual to achieve specific outcomes, both short and long term.

3. Outreach to the community at-large

SWAG will provide informational content, which will include material for an anti-panhandling/compassionate giving campaign and disseminate it throughout the community, as we believe coordination of efforts is essential. The campaign will encourage stakeholders, faith-based

groups, community groups, businesses, and concerned residents to discourage well-intended activities that enable the chronically homeless to remain on the streets and focus their efforts on long-term solutions. This will be done through verbal and electronic communications. SWAG will begin with addressing community partners, which include first responders, service providers, faith-based organizations, non-profits, community groups and businesses.

Scope of Services

The term of services will be July 1, 2025-June 30, 2026. SWAG will provide the following activities and services:

- Assist with the organization and facilitation of the Point-in-Time Count for January 2026.
- Respond to homeless service requests made by city staff, and law enforcement in a timely manner.
- All individuals encountered will be included in the by-name census for the City of Banning.
- Provide immediate crisis stabilization to those experiencing behavioral health, physical crisis and emergencies and connection to behavioral health and substance abuse treatment services.
- Case manage individuals that are in treatment and temporary living situations to help ensure they do not return to the streets.
- Facilitate trips home/family reunification utilizing bus trips for individuals wanting to reunite with an identified support system that is out of the Banning area.
- Provide support to the City of Banning through trainings, presentations and sharing updates related to trends in regional homeless efforts.
- Attend and participate in City Council meetings, as requested.

Schedule

The SWAG homeless services team will follow a Monday-Friday, 7:30am-4:30pm schedule. Homeless Outreach team members provide full-time, 40 hours per week service, based upon staffing availability. For each hour an Outreach Specialist works, Banning will be billed at a rate of \$57.75.

- Staff development training is conducted weekly for all SWAG employees (up to 6 hours.)

*Each year, employees are provided (Not billed to Banning):

- Forty (40) hours of sick time
- Accrual of .0308 hours of Paid Time Off (PTO), for each hour worked
- Observance of the following holidays: Memorial Day, 4th of July, Thanksgiving (2 days), Christmas, New Year's.

2025-2026 City of Banning Monthly Service Agreement Four (4) person Team	Hourly Rate	Approx. Monthly Budget
Outreach & Case Management Services		
Outreach Specialist/ Case Manager	\$57.75	\$40,152
Management/ Supervision Oversight	\$99.75	\$3,990
Transportation Costs		\$2,050
Administration Costs (5%)		\$2,310
TOTAL PROPOSED MONTHLY BUDGET		\$48,502



CITY OF BANNING STAFF REPORT

TO: CITY COUNCIL

FROM: Robert Fisher, Acting City Manager

PREPARED BY: Marisol Lopez, Economic Development Manager
Robert Fisher, Acting City Manager

MEETING DATE: May 30, 2025

SUBJECT: Consideration of an Agreement with Wanderlust Events for a Summer Food Truck Event Series located at City-Owned Property located at 150 E. Ramsey Street, Banning, CA 92220

RECOMMENDATION:

Approval of agreement with Wanderlust Events for a Summer Food Truck Event Series lasting 8 weeks.

BACKGROUND:

At the May 13, 2025, Item 9.2 regular meeting of the City Council, staff were directed to bring back information regarding a Summer Food Truck event series. Staff have worked with the desired vendor to compile the information provided here.

Banning Food truck business owners that are permitted with Riverside County Health and City of Banning Business Tax Certificate (Banning Business License) shall be allowed to participate in food truck city events at no cost, provided they possess a valid City of Banning business license. This will ensure compliance with local regulations while supporting local businesses and enhancing the variety of food options available to residents and visitors.

JUSTIFICATION:

Overview

This report serves to provide an update and seek direction from the City Council regarding the proposed Wanderlust Summer food truck event to be held on city-owned property at 150 E. Ramsey St., Banning, CA 92220. The event is set to commence on **Sunday, June 1, 2025, and will run every Sunday for eight weeks, concluding on July 18, 2025.**

Temporary Use Permit

In compliance with Riverside County health regulations, a temporary use permit is required and has been processed the associated fee of \$1,103 has been waived per the direction of the City Manager via email. This permit is essential to ensure that health and safety standards are met during the event.

Event Logistics

1. Event Schedule:

- **Dates: Every Sunday from June 1, 2025, to July 18, 2025.**

2. Portable Restroom Options

Staff has evaluated several options for portable restrooms, essential for the comfort and convenience of attendees. Below are the proposed options along with their associated costs:

- **Option #1:**

- **Weekly Cost:** \$370 to \$400
- **Details:** 2 portable restrooms (including 1 handicap) and a handwashing station. Delivered on Fridays with a 4-hour delivery window and picked up on Monday mornings.
- **Total for 8 Weeks:** Up to \$3,200.
- **Option #2:**
 - **Weekly Cost:** \$525 (includes an additional Saturday delivery charge of \$175).
 - **Details:** Units delivered on Saturdays. This option may be reduced to \$125 each week for multiple weeks.
 - **Total for 8 Weeks:** Up to \$4,150.
- **Option #3:**
 - **Monthly Fee:** \$625 for the entire event period (includes \$150 to \$200 initial delivery charge).
 - **Details:** Units would remain on site for the entire duration with weekly service on Fridays. However, there are significant risks of vandalism and damage if left unattended.
 - **Recommendation:** Not a viable option based on past incidents.

Security and Support Services

To mitigate potential issues, staff has reached out to the Banning Police Department for occasional patrols during the event days. Additionally, staff is in discussions with Alexander from the Wanderlust food truck festival company to cover costs associated with trash service, security, tables, porta potties and chairs.

Recommendations

1. *Portable Restroom Selection:* Staff recommends Option #1 for the portable restrooms due to lower costs and manageable logistics. The potential for vandalism with longer-term placement (as seen in past events) supports this recommendation.
2. *Approval of Costs:* Staff requests City Council approval for the associated costs of the event, including portable restroom services, security, trash service, and any additional necessities.
3. *Recommended Action:* Staff recommends the event coordinator (Wanderlust Events) cover the City's costs of portable restrooms, tables, chairs and security officers to reduce financial pressure on the city from these events.

Conclusion

The Wanderlust Summer food truck event is an exciting opportunity for community engagement and local business support. With the City Council's direction and approval, staff will proceed with the necessary arrangements to ensure a successful event.

FISCAL IMPACT:

Currently there are no funds allocated by City Council to these events. Therefore, money would need to be identified in the General Fund to fund any event components.

	Who Is Responsible	Cost to Provide
Temporary Use Permit	City - Fees Waived by City Council	(-1,103 in revenue)
Rental/Lease Agreement \$1.00	City - Fees Waived by City Council	(-\$1,500 in revenue)
Portable Restrooms		\$3,200 to \$4,150 total (City quote) \$1,605.48 (Wanderlust quote)
Security	City	\$1,298.64/night or \$10,389.12 total
Trash Service	Wanderlust Events	\$0
Tables & Chairs	Wanderlust Events	Grand Party Rentals: \$458.95 x 8 = \$3,671.60 Wow Party Rentals: \$280.00 x 7.75% = \$21.70 + tax = \$301.70 x 8 = \$2,413.60

Public Works Labor & Lighting Costs	City	\$6,114.40
Insurance (HR)	City	TBD
Total Minimum Cost:	City	\$22,117.12

ALTERNATIVES:

The City Council authorize the City Manager to enter into an agreement with Wanderlust Events, stipulating that Wanderlust Events shall bear the costs associated with the provision of obtaining City of Banning Business Licenses, Temporary Use Permit (TUP), portable restrooms, lighting, trash receptacles, security services, and rental of tables and chairs, clean up of property for the food truck event.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. [rental agreement food truck 05-28-2025 # 1.docx](#)
2. [Copy_of_Wonderlust_Food_Truck_PW_Costs_5.22.25.xlsx](#)
3. [2025_05_17_Light_Towers.pdf](#)
4. [2025_05_21_Porta_Potty_Rentals_Information.pdf](#)
5. [2025_05_21_Security_Cost_Estimates.pdf](#)

RENTAL AGREEMENT

This **RENTAL AGREEMENT** ("Rental Agreement") is dated as of 05-28-2025 (the "Effective Date") and entered into by and between the **CITY OF BANNING**, a California municipal corporation ("Landlord" or "City"), and **Alexander Yepremian**, an individual doing business as Wanderlust Events ("Tenant"). The Landlord or City and the Tenant are collectively referred to herein as "Parties," or individually referred to as a "Party."

RECITALS

A. Landlord is the owner of that certain vacant real property located at 150 E. Ramsey Street (the "Property").

B. Tenant wishes to rent on a short-term basis a portion of the Property consisting of approximately 0.5 acres, as depicted on the Site Map attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Site") for the purpose of operating a temporary seasonal food truck event, and for eight consecutive (8) Sundays in June & July 2025. Furthermore, these dates are determined to be June 8, 2025, June 15, 2025, June 22, 2025, June 29, 2025, July 6, 2025, July 13, 2025, July 20, 2025 and July 27, 2025.

C. Tenant agrees that the use of the Site under this Rental Agreement is only for a limited time on the terms and conditions set forth in this Rental Agreement.

D. Tenant is required to secure a Temporary Use Permit(TUP) from the City of Banning and follow all required conditions of approval.

E. Tenant has conducted an independent investigation concerning the desirability of renting the Site on the terms and conditions set forth in this Rental Agreement and its suitability for use by Tenant; Landlord has not provided any advice, recommendations, or information concerning the Property or the Site and any use of the Site by Tenant.

F. This Rental Agreement is in the vital and best interests of City, and the health, safety and welfare of its residents, and in accordance with the public purposes of applicable state and local laws and requirements.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, Landlord and Tenant agree as follows:

ARTICLE 1. RENTAL AGREEMENT OF THE SITE.

1.1 Recitals. The foregoing Recitals constitute a substantive part of this Rental Agreement.

1.2 Rental of the Site. Landlord hereby rents the Site to Tenant and Tenant hereby rents the Site from the Landlord, on the terms and conditions set forth in this Rental Agreement.

1.3 Term. The Term shall be for the eight days in the month of June and July of 2025, commencing at 12:01 a.m. on June 1, 2025 (the "Commencement Date") and ending at midnight on July 27, 2025 at midnight (the "Expiration Date"). The Term shall not be extended beyond the Expiration Date.

1.4 Agreed Use. Tenant shall use the Site in compliance with, and subject to all terms and conditions imposed under, an approved City of Banning Temporary Use Permit(TUP). Tenant may use the Site for the purpose of operating a temporary, food truck event consisting of 30 food trucks. The food truck event will operate for eight (8) Sundays in June & July 2025 (the “Agreed Use”). Tenant may not use any of Landlord’s property that is adjacent to the Site, or any public street or right-of-way for any of the Agreed Use, with the only exception being the incidental access for delivery and shipping of equipment, materials and supplies to and from the Site and patron parking as permitted by TUP. Specifically, the staging, loading, and unloading of any trucks or similar vehicles used to deliver or ship equipment, materials and supplies to and from the Site associated with the Agreed Use shall only occur within the boundaries of the Site. Tenant’s failure to comply with these limitations on the Agreed Use, or the terms or conditions of TUP, shall be considered a Default under this Rental Agreement.

1.5 Fencing. Prior to using the Site, Tenant shall install at its sole expense, perimeter fencing, gates, and screening, as required by TUP and City’s Department of Community Development.

1.6 Size of Site. While the approximate square footage of the Site, as set forth in Recital B, may have been used for comparison purposes in the marketing of the Site or negotiating the terms of this Rental Agreement, the Rent stated in Section 2.1 of this Rental Agreement is not calculated based upon square footage and is not subject to adjustment should the actual size of the Site be determined to be different.

1.7 Condition. Landlord shall deliver the Site to Tenant “as is” on the Commencement Date, without representation or warranty, express or implied. Without limiting the foregoing disclaimer, Landlord does not warrant or represent and specifically disclaims any such representation or warranty with respect to the condition or suitability of the Site for the Agreed Use with respect to the following (as may apply): (a) the parking lot pavement, the improvement(s) that are appurtenant to the parking lot including, without limitation, curb, gutter, sidewalks, planter boxes or areas, and landscaping; (b) the presence or absence of Hazardous Substances; (c) compliance with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances that were in effect at the time that the improvement(s) and building(s) were constructed or as of the Effective Date, or (d) compliance with the Americans with Disabilities Act (“ADA”) or any similar laws.

1.8 Acknowledgements. Tenant acknowledges that: (a) it has been given an opportunity to inspect and measure the Site; (b) it has been advised by Landlord to satisfy itself with respect to the size and condition of the Site (including, but not limited to, environmental aspects, and compliance with applicable laws and the ADA), and its suitability for the Agreed Use; (c) Tenant has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Site; (d) it is not relying on any representation as to the size of the Site made by Landlord; (e) the square footage of the Site was not material to Tenant’s decision to Rental Agreement the Site and pay the Rent stated herein; and (f) neither Landlord, Landlord’s agents, nor any Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Rental Agreement.

1.9 Tenant Compliance. Landlord shall not be required to tender possession of the Site to Tenant until Tenant complies with its obligation to pay the Rent as described in Section 2.2 and provide evidence of insurance (see Article 5). Pending delivery of such payments and evidence, Tenant shall be required to perform all of its obligations under this Rental Agreement from and after the

Commencement Date, notwithstanding Landlord's election to withhold possession pending receipt of such evidence of insurance.

ARTICLE 2. RENT.

2.1 Rent. The rent for the Site is one Dollars (\$1.00) (the "Rent"). The Rent is applicable to the Term and is not tied to the actual number of days that Tenant occupies the Site. Therefore, in the event that Tenant delays its occupancy of the Site or vacates the Site prior to the Expiration Date, Tenant is not entitled to any Rent refund.

2.2 Payment. Without invoice or notice from Landlord of any kind, on or before June 1, 2025, Tenant shall cause the payment of the Rent applicable to the entire Term (i.e., one Dollar [\$1.00]) to be paid to Landlord in lawful money of the United States, without offset or deduction.

ARTICLE 3. USE.

3.1 Use. Tenant shall use and occupy the Site only for the Agreed Use and for no other purpose. Tenant shall not use or permit the use of the Site in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of, or causes damage to, neighboring properties. For the purposes of this Rental Agreement, "damage" does not include any modifications to the Property that are approved by Landlord and does not include any normal wear to the Property that may occur as a consequence of the Agreed Use. However, "damage" may include any modifications to the Property that are not approved by the Landlord.

3.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Rental Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Site, is either: i) potentially injurious to the public health, safety, or welfare, the environment, or the Site; ii) regulated or monitored by any governmental authority; or iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Tenant shall not engage in any activity in or on the Site that constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Landlord and timely compliance (at Tenant's expense) with all applicable laws. For purposes of this Section 3.2, "Reportable Use" shall mean: i) the installation or use of any above or below ground storage tank; ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration, or business plan is required to be filed with, any governmental authority; and/or iii) the presence at the Site of a Hazardous Substance with respect to which any applicable laws require that a notice be given to persons entering or occupying the Site or neighboring properties. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all applicable laws, is not a Reportable Use, and does not expose the Site or neighboring property to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may condition its consent to any Reportable Use upon

receiving such additional assurances as Landlord reasonably deems necessary to protect itself, the public, the Site and/or the environment against damage, contamination, injury, and/or liability, including, but not limited to, the installation (and removal on or before Rental Agreement expiration or termination) of protective modifications (such as concrete encasements).

(b) **Duty to Inform Landlord.** If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under, or about the Site, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord, and provide Landlord with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Tenant Remediation.** Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Site (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, comply with all applicable laws and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Site or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Site during the term of this Rental Agreement, by or for Tenant, or any third party.

(d) **Tenant Indemnification.** Tenant shall indemnify, defend, and hold Landlord, its agents, employees, lenders, and ground landlord, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Site by or for Tenant, or any third party (provided, however, that Tenant shall have no liability under this Rental Agreement with respect to underground migration of any Hazardous Substance under the Site from adjacent properties not caused or contributed to by Tenant). Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Tenant, arising out of or involving any Hazardous Substance brought onto the Site by or for Tenant, or any third party, and the cost of investigation, removal, remediation, restoration, and/or abatement, and shall survive the expiration or termination of this Rental Agreement. **No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Rental Agreement with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.**

(e) **Investigations and Remediations.** Landlord shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Site prior to Tenant's occupancy, unless such remediation measure is required as a result of the Agreed Use, in which event Tenant shall be responsible for such payment.

3.3 Tenant's Compliance with Applicable Laws and Requirements. With respect to ensuring that Tenant's on-going business operations (see Section 4.1) comply with applicable laws, Tenant shall, at Tenant's sole expense, fully, diligently, and in a timely manner, comply with all applicable laws and the requirements of any applicable fire insurance underwriter or rating bureau. Further, Tenant shall cooperate with Landlord's staff, engineers, and/or consultants regarding any recommendations that they may have that relate in any manner to the Site, without regard to whether said applicable laws are now in effect or become effective after the Commencement Date. Tenant shall, within ten (10) days after delivery of Landlord's written request, provide Landlord with copies

of all permits and other documents, and other information evidencing Tenant's compliance with any applicable laws specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint, or report pertaining to or involving the failure of Tenant or the Site to comply with any applicable laws. In addition, Tenant shall provide Landlord with copies of its business license, certificate of occupancy and/or any similar document within ten (10) days of the delivery of a written request therefor.

3.4 Inspection; Compliance. Landlord and consultants authorized by Landlord shall have the right to enter into Site at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Site and/or for verifying compliance by Tenant with this Rental Agreement. The cost of any such inspections shall be paid by Landlord, unless a violation of applicable laws, or a Hazardous Substance Condition (see Section 3.2) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Tenant shall upon request reimburse Landlord for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Tenant shall provide copies of all relevant material safety data sheets to Landlord within ten (10) days of the receipt of a written request therefor. Tenant acknowledges that any failure on its part to allow such inspections or testing will expose Landlord to risks and potentially cause Landlord to incur costs not contemplated by this Rental Agreement, the extent of which will be extremely difficult to ascertain. Accordingly, if the Tenant fails to authorize such inspections and/or testing within ten (10) days of written notice therefor, the Rent shall be automatically increased by an amount equal to ten percent (10%) of the Rent and the unpaid rent shall be due within ten (10) days. The Parties agree that such increase in Rent represents fair and reasonable compensation for the additional risk/costs that Landlord will incur by reason of Tenant's failure to authorize such inspection and/or testing. Such increase in Rent shall in no event constitute a waiver of Tenant's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

ARTICLE 4. MAINTENANCE; REPAIRS

4.1 Tenant's Obligations.

(a) **In General.** Tenant shall, at Tenant's sole expense, keep the Site in good order, condition, and repair. Tenant, in keeping the Site in good order, condition, and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Section 4.1(b) below. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Site and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant shall, during the term of this Rental Agreement, keep the exterior appearance of the perimeter fencing and the equipment, materials, and supplies required for the Agreed Use that are visible from a public right-of-way in a first-class condition including, without limitation, graffiti removal/abatement.

(b) **Service Contracts.** As applicable, Tenant shall, at Tenant's sole expense, procure and maintain contracts, with copies to Landlord, in customary form and substance for, and with contractors specializing and experienced in the maintenance of equipment located on the Site, including, without limitation, fencing.

(c) **Failure to Perform.** If Tenant fails to perform Tenant's obligations under this Section 4.1, Landlord may enter upon the Site after ten (10) days' prior written notice to Tenant (except

in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, put the Site in good order, condition, and repair, and Tenant shall promptly pay to Landlord a sum equal to one hundred ten percent (110%) of the cost thereof.

4.2 Landlord's Obligations. It is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Site, or the equipment therein, all of which obligations are intended to be that of the Tenant. It is the intention of the Parties that the terms of this Rental Agreement govern the respective obligations of the Parties as to maintenance and repair of the Site.

4.3 Removal and Restoration.

(a) **Removal.** As of or prior to the Expiration Date, Tenant shall, at its sole expense, remove all of its property (i.e., equipment, materials, supplies, fencing, vehicles, etc.) from the Site. If Tenant fails to do so, then Landlord may retain or dispose of such property with no obligation or liability to Tenant.

(b) **Surrender; Restoration.** Tenant shall surrender the Site by the Expiration Date, or any earlier termination date, with all of its surfaces, including curb/gutter/sidewalk, thereof broom clean and free of debris, and in good condition and state of repair, except for any ordinary wear and tear. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Tenant shall repair any damage occasioned by the delivery, storage and/or shipping of any equipment, materials, and/or supplies required for the Agreed Use. The failure by Tenant to timely vacate the Site pursuant to this Section 4.3(b) without the express written consent of Landlord shall constitute a holdover.

ARTICLE 5. INSURANCE; INDEMNITY.

5.1 Obligation to Maintain Insurance. During the Term, Tenant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Site. The cost of all insurance required by the Rental Agreement shall be borne by the Tenant. The extent and coverage levels of the insurance at a minimum shall include the following:

(a) **Liability Insurance.** Tenant shall obtain and keep in force a Commercial General Liability policy of insurance protecting Tenant and Landlord as an additional insured against claims for bodily injury, personal injury, and property damage based upon or arising out of the ownership, use, occupancy, or maintenance of the Site and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of not less than Two Million Dollars (\$2,000,000). Tenant shall add Landlord as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Landlords of Property" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations and shall include coverage for liability assumed under this Rental Agreement as an "insured contract" for the performance of Tenant's indemnity obligations under this Rental Agreement. The limits of said insurance shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Tenant shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only.

(b) **Auto Liability.** Tenant shall obtain and maintain automobile liability insurance with minimum combined single limit of Two Million Dollars (\$2,000,000).

(c) **Workers' Compensation Insurance.** Tenant shall obtain and maintain Workers' Compensation Insurance with no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Such policy shall include a 'Waiver of Subrogation' endorsement. Tenant shall provide Landlord with a copy of such endorsement along with the certificate of insurance or copy of the policy required by Section 5.5.

5.2 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide," or such other rating as may be required by a Lender. Tenant shall not do or permit to be done anything which invalidates the required insurance policies. Tenant shall, prior to the Commencement Date, deliver to Landlord certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Landlord. Tenant shall, at least ten (10) days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may increase the liability insurance coverage and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand. Such policies shall be for a term of at least one (1) year. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

5.3 Waiver of Subrogation. To the extent permitted by law, Tenant hereby releases Landlord and its elected and appointed officials, employees, and volunteers, and others working on Landlord's behalf, from any and all liability or responsibility to Tenant or anyone claiming through or under Tenant by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of Landlord its elected or appointed officials, employees, or volunteers, or others working on Landlord's behalf. This provision shall be applicable and in full force and effect only with respect to loss of damage occurring during the time of Tenant's occupancy or use, and Tenant's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Tenant to recover thereunder. Tenant agrees that its policies will include such a clause or endorsement.

5.4 Indemnity. Except for Landlord's gross negligence or willful misconduct, Tenant agrees to indemnify, defend (upon request by Landlord), and save harmless Landlord, its elected and appointed officials, officers, agents, and employees from and against any liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Tenant's operations, or its services, acts, and/or omissions under this Rental Agreement, including any workers' compensation suit, liability, or expense, arising from or connected with the services performed by or on behalf of Tenant by any person pursuant to this Rental Agreement.

5.5 Failure to Provide Insurance. Tenant acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Landlord to risks and potentially cause Landlord to incur costs not contemplated by this Rental Agreement, the extent of which will be extremely difficult to ascertain. Therefore, within ten (10) calendar days of the Effective Date, Tenant

shall provide Landlord evidence of the insurance required herein. Following this period, if there are any months or portions thereof for which Tenant must reconfirm such evidence of the insurance required herein, and Tenant, after a ten (10) day notice from Landlord to provide such evidence, has failed to provide evidence that it maintains the required insurance, then the Rent shall be automatically increased, without any further requirement for notice to Tenant, by an amount equal to ten percent (10%) of the Rent. The Parties agree that such increase in the Rent represents fair and reasonable compensation for the additional risk/costs that Landlord will incur by reason of Tenant's failure to maintain the required insurance. Such increase in the Rent shall in no event constitute a waiver of Tenant's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted under this Rental Agreement, nor relieve Tenant of its obligation to maintain the insurance specified in this Rental Agreement.

ARTICLE 6. UTILITIES AND SERVICES; POSSESSORY INTEREST TAXES.

6.1 Tenant shall pay for all water, gas, heat, light, power, telephone, trash disposal, and other utilities and services supplied to the Site, together with any taxes thereon. If any such services are not separately metered or billed to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered or billed. There shall be no abatement of rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair, or other cause beyond Landlord's reasonable control or in reasonable cooperation with governmental requests or directions.

6.2 Tenant acknowledges that this Rental Agreement creates a possessory interest which is subject to property taxation, and Tenant agrees to pay all possessory interest taxes billed by the County Assessor to Tenant.

ARTICLE 7. ASSIGNMENT AND SUBLETTING.

7.1 **No Assignment.** Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, or encumber or sublet all or any part of Tenant's interest in this Rental Agreement or in the Site.

ARTICLE 8. DEFAULT; BREACH; REMEDIES.

8.1 **Default; Breach.** A "Default" is defined as a failure by Tenant to comply with or perform any of the terms, covenants, conditions, or Rules and Regulations under this Rental Agreement. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Tenant to cure such Default within any applicable grace period:

(a) The abandonment of the Site; or the vacating of the Site without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Article 5 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Tenant to make any payment of the Rent required to be made by Tenant hereunder, whether to Landlord or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Rental Agreement that endangers or threatens life or property, where such failure continues for a period of three (3) business days following

written notice to Tenant. THE ACCEPTANCE BY LANDLORD OF A PARTIAL PAYMENT OF RENT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LANDLORD'S RIGHTS, INCLUDING LANDLORD'S RIGHT TO RECOVER POSSESSION OF THE SITE.

(c) The failure of Tenant to allow Landlord and/or its agents access to the Site or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Site by Tenant, where such actions continue for a period of three (3) business days following written notice to Tenant. If Tenant commits waste, a nuisance or an illegal activity a second time, then Landlord may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Tenant to provide: i) reasonable written evidence of compliance with applicable laws; ii) an unauthorized assignment or subletting; iii) an Estoppel Certificate or financial statements; iv) a requested subordination; v) any document requested pursuant to this Rental Agreement vi) material safety data sheets; or vii) any other documentation or information that Landlord may reasonably require of Tenant under the terms of this Rental Agreement, where any such failure continues for a period of ten (10) days following written notice to Tenant.

(e) A Default by Tenant as to the terms, covenants, conditions or provisions of this Rental Agreement that is not otherwise covered by subsections (a), (b), (c) or (d) above, where such Default continues for a period of ten (10) days after delivery by Landlord of written notice of the default; provided; however, that if the nature of Tenant's Default is such that more than ten (10) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion prior to the Expiration Date.

(f) The occurrence of any of the following events: i) the making of any general arrangement or assignment for the benefit of creditors; ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Site or of Tenant's interest in this Rental Agreement, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Site or of Tenant's interest in this Rental Agreement, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Tenant given to Landlord was materially false.

8.2 Remedies. If Tenant fails to perform any of its affirmative duties or obligations, within ten (10) days after written notice (or in case of an emergency, without notice), Landlord may, at its option, perform such duty or obligation on Tenant's behalf, including, but not limited to, the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits, or approvals. Tenant shall pay to Landlord an amount equal to the actual costs and expenses incurred by Landlord in such performance upon receipt of an invoice therefor. In the event of a Breach, Landlord may, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy that Landlord may have by reason of such Breach:

(a) Terminate Tenant's right to possession of the Site by any lawful means, in which case this Rental Agreement shall terminate, and Tenant shall immediately surrender possession to Landlord;

(b) Continue the Rental Agreement and Tenant's right to possession and recover the Rent as it becomes due; or

(c) Pursue any other remedy now or hereafter available under the laws of California.

The expiration or earlier termination of this Rental Agreement and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any defense or indemnity provisions of this Rental Agreement as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Site.

8.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant of the Rent will cause Landlord to incur costs not contemplated by this Rental Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges that may be imposed upon Landlord by any Lender. Accordingly, if any Rent shall not be received by Landlord within five (5) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall immediately pay to Landlord a one-time late charge of Five Hundred Dollars (\$500). The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted under this Rental Agreement.

8.4 Interest. Any monetary payment due Landlord hereunder, other than late charges, not received by Landlord, when due shall bear interest from the date it was due. The interest (the "Interest") charged shall be computed daily at an annualized rate of three percent (3%). The Interest is payable in addition to the potential late charge provided for in Section 8.3.

8.5 Breach by Landlord. Landlord shall not be deemed in breach of this Rental Agreement unless Landlord fails within a reasonable time to perform an obligation required to be performed by Landlord. For purposes of this Section, a reasonable time shall in no event be less than thirty (30) days after receipt by Landlord, and any Lender whose name and address shall have been furnished Tenant in writing for such purpose, of written notice specifying wherein such obligation of Landlord has not been performed; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for its performance, then Landlord shall not be in breach if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

ARTICLE 9. SEVERABILITY.

The invalidity of any provision of this Rental Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision of this Rental Agreement.

ARTICLE 10. DAYS.

Unless otherwise specifically indicated to the contrary, the word “days” as used in this Rental Agreement shall mean and refer to calendar days.

ARTICLE 11. TIME OF ESSENCE.

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Rental Agreement.

ARTICLE 12. NO PRIOR OR OTHER AGREEMENTS.

This Rental Agreement contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

ARTICLE 13. NOTICES.

13.1 Notice Requirements. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served by certified mail or by reputable overnight delivery service (and the phone numbers and email addresses provided below are for convenience, and not for purposes of legal notice). Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be addressed to the other party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated two (2) business working days from the time of mailing or delivery to the applicable delivery service for next business day delivery.

Landlord:

City of Banning
99 East Ramsey Street
Banning, California 92220-0998
Attention: Robert Fisher, Acting City
Manager Tel. (951) 849-1669
Email: RFisher@banningca.gov

Tenant:

Wanderlust Events
222 E. Florida Ave. Hemet, Ca.
Attention: Alexander Yepremian.: (760) 755-9711
Email: wanderlustevents951@gmail.com

ARTICLE 14. WAIVERS.

14.1 No waiver by a Party of the Default or Breach of any term, covenant or condition hereof by the other Party, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach of the same or of any other term, covenant or condition hereof.

Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Rental Agreement requiring such consent.

14.2 The acceptance of the Rent by Landlord shall not be a waiver of any Default or Breach by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

14.3 THE PARTIES AGREE THAT THE TERMS OF THIS RENTAL AGREEMENT SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS RENTAL AGREEMENT.

ARTICLE 15. NO RIGHT TO HOLDOVER.

Tenant has no right to retain possession of the Site or any part thereof beyond the expiration or termination of this Rental Agreement. Nothing contained in this Rental Agreement shall be construed as consent by Landlord to any holding over by Tenant.

ARTICLE 16. CUMULATIVE REMEDIES.

No remedy or election under this Agreement shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

ARTICLE 17. COVENANTS AND CONDITIONS; CONSTRUCTION OF AGREEMENT.

All provisions of this Rental Agreement to be observed or performed by the Parties hereto are both covenants and conditions. In construing this Rental Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Rental Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Rental Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

ARTICLE 18. ATTORNEYS' FEES.

If any Party brings an action or proceeding involving the Site whether founded in tort, contract, or equity, or to declare rights under this Rental Agreement, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently

commenced in connection with such Default or resulting Breach (Two Hundred Dollars (\$200) is a reasonable minimum per occurrence for such services and consultation).

ARTICLE 19. LANDLORD'S ACCESS; SHOWING SITE; REPAIRS.

Landlord and Landlord's agents shall have the right to enter the Site at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, as long as there is no material adverse effect on Tenant's use of the Site. All such activities shall be without abatement of rent or liability to Tenant.

ARTICLE 20. CONSENTS.

All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Rental Agreement the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Landlord's consent to any act, assignment, or subletting shall not constitute an acknowledgment that no Default or Breach by Tenant of this Rental Agreement exists, nor shall such consent be deemed a waiver of any then-existing Default or Breach, except as may be otherwise specifically stated in writing by Landlord at the time of such consent. The failure to specify herein any particular condition to Landlord's consent shall not preclude the imposition by Landlord at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining Party shall furnish its reasons in writing and in reasonable detail within ten (10) days following such request.

ARTICLE 21. QUIET POSSESSION.

Subject to payment by Tenant of the Rent and performance of all of the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Rental Agreement, Tenant shall have quiet possession and quiet enjoyment of the Site during the Term.

ARTICLE 22. SECURITY MEASURES.

Tenant hereby acknowledges that the Rent payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of the Site, Tenant, its agents and invitees and their property from the acts of third parties.

ARTICLE 23. MISCELLANEOUS

(a) **Severability.** Each and every section of this Rental Agreement shall be construed as a separate and independent covenants and agreements. If any term or provision of this Rental Agreement or the application thereof to certain circumstances shall be declared invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and each term and provision of this Rental Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) **Entire Agreement.** This Rental Agreement constitutes the entire agreement between the Parties. This Rental Agreement supersedes all prior negotiation, discussions, and

agreements between the Parties concerning the subject matters covered herein. The Parties intend this Rental Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.

(c) **Amendment or Modification.** This Rental Agreement may only be modified or amended by written instrument duly approved and executed by each of the Parties hereto. Any such modification or amendment shall be valid, binding, and legally enforceable only if in written form and executed by each of the Parties hereto, following all necessary approvals and authorizations for such execution.

(d) **Governing Law; Choice of Venue.** This Rental Agreement shall be governed by the laws of the State of California. Any legal action arising from or related to this Rental Agreement shall be brought in the Superior Court of the State of California in and for the County of Riverside.

(e) **Non-Waiver.** Failure of either Party to enforce any provision of this Rental Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Rental Agreement.

(f) **Representations of Persons Executing Agreement.** The persons executing this Rental Agreement warrant that they are duly authorized to execute this Rental Agreement on behalf of and bind the Parties each of which purport to represent.

(g) **Execution in Counterparts.** This Rental Agreement may be executed in one (1) or more counterparts, each of which will constitute an original.

(i) **Conflict.** Any conflict between the printed provisions of this Rental Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

(j) **Offer.** Preparation of this Rental Agreement by either Party or their agent and submission of same to the other Party shall not be deemed an offer to Rental Agreement to the other Party. This Rental Agreement is not intended to be binding until executed and delivered by all Parties hereto.

(k) **No Relocation Benefits; No Payments for Loss of Goodwill; Waiver.** The Parties desire to confirm that Tenant will begin the tenancy and rent the Site after the date City acquired the Site and that Tenant's occupancy of the Site is, will be, and shall remain as a "post-acquisition" occupant pursuant to applicable laws and regulations, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601–4655, and the implementing regulations thereto set forth in 49 CFR Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, *et seq.* and the implementing regulations thereto set forth in Title 25, Section 6000, *et seq.* of the California Code of Regulations, and (iii) any other benefits, or compensation for moving and for property interests (including, without limitation, goodwill and furnishings, fixtures and equipment, and moving expenses) (together, "Relocation Law"). Tenant agrees and acknowledges that, without regard to the time or circumstances associated with the cessation of the Term or the use of the Site by Tenant, Tenant shall have no right to relocation assistance or benefits arising from the dispossession of the Tenant or such person or persons regardless of the circumstances thereof (including, without limitation, with respect to any improvements made to the Site) pursuant to the relocation law or other review. Tenant waives any rights to relocation benefits

and/or relocation advisory assistance in connection with the use of the Site or the cessation of use of the Site. The provisions of this Section are a material part of this Rental Agreement and, but for such provisions, Landlord would not have entered into this Rental Agreement. Tenant further agrees that, without regard to whether the possession of Tenant under this Rental Agreement is terminated at any time hereunder, Tenant shall not be entitled to receive any compensation for loss of goodwill; Tenant waives any rights to such remuneration.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS RENTAL AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS RENTAL AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS RENTAL AGREEMENT IS EXECUTED, THE TERMS OF THIS RENTAL AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE SITE.

[Execution on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Rental Agreement as of the Commencement Date.

“LANDLORD”:

CITY OF BANNING,
a California municipal corporation

By: _____
Robert Fisher, City Manager

ATTEST:

Caroline Patton, Deputy City Clerk

APPROVED AS TO FORM:

John Pinkney, City Attorney

“TENANT”:

Alexander Yepremian,

By: _____
Alexander Yepremian

EXHIBIT “A”
SITE MAP

(Attached.)

EXHIBIT “B”
TUP

(Attached.)

Wonderlust - Public Works Labor Cost

Street Maintenance Workers	2
Number of Events	8

Fully Burden (O.T. w/ Standby)	Hours/Event	Event Cost	Total Cost Based on Number of Workers and Events
\$ 76.43	5	\$ 382.15	\$ 6,114.40

From: Arturo Vela
Sent: Saturday, May 17, 2025 8:34 AM
To: Marisol Lopez
Cc: David Newell; Robert Fisher; Ralph Wright; Caroline Patton
Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

I just learned that the water department's light tower is not working. We have parts on order. In the meantime we are going to see if we can make the parking lots brighter.

Sent from my iPhone

On May 16, 2025, at 7:50 PM, Marisol Lopez <marisol.lopez@banningca.gov> wrote:

Update, I just got off the phone with Alexander the Food Truck Coordinator and convinced him to take care of the trash cans and clean up himself. One more item off our list.

@Arturo Vela we will need the light towers for the events.

Best regards,

My core working hours are Monday to Thursday from 7:30 AM to 5:30 PM. I will respond to your email as soon as possible.

Marisol Lopez
Economic Development Manager
City of Banning
P: (951) 922-3181
C: (909) 222-8235
marisol.lopez@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

<image002.png>

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Thank you!

From: Marisol Lopez <marisol.lopez@banningca.gov>
Sent: Friday, May 16, 2025 7:37 PM
To: David Newell <dnewell@banningca.gov>; Robert Fisher <rfisher@banningca.gov>; Ralph Wright <rwright@banningca.gov>; Arturo Vela <avela@banningca.gov>

Cc: Caroline Patton <cpatton@banningca.gov>

Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

@Robert, we need you to provide direction as to approval for the costs of the portapotties and what budget will be paying for the cost.

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@Arturo Vela I'm assuming it will be overtime for Public Works staff or @Ralph do you have any suggestions? Who do I coordinate with to work the events picking up at the end of the event?

Thank you @David and team for getting the TUP moving at lightning speed.

Kind regards,

Marisol Lopez

Economic Development Manager

City of Banning

Direct Line: (951) 922-3181

City Cell : (909) 222-8235

marisol.lopez@banningca.gov

99 E. Ramsey Street

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<image003.png>

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From: David Newell <dnewell@banningca.gov>

Sent: Friday, May 16, 2025 10:07:30 AM

To: Marisol Lopez <marisol.lopez@banningca.gov>; Robert Fisher <rfisher@banningca.gov>; Ralph Wright <rwright@banningca.gov>
Cc: Caroline Patton <cpatton@banningca.gov>
Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

The TUP process typically takes 4 weeks **if application is complete upon first submittal** (I emphasize this because an incomplete application can delay the process longer than 4 weeks). Because this is a Council priority, we can expedite the TUP and shorten that timeframe to two weeks, but the application should be submitted to [SmartGov application portal](#) ASAP.

Here is the TUP application and list of requirements:

<https://banningca.gov/DocumentCenter/View/5455>

Here is an example of a site plan:

<https://banningca.gov/DocumentCenter/View/13994/Sample-Site-Plan--City-of-Banning>

David A. Newell, AICP
*Director, Community Development
Department*
City of Banning
Direct Line: 951-922-3131
dnewell@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

<image004.jpg>

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Sent: Thursday, May 15, 2025 7:11 PM
To: Robert Fisher <rfisher@banningca.gov>; David Newell <dnewell@banningca.gov>; Ralph Wright <rwright@banningca.gov>
Cc: Caroline Patton <cpatton@banningca.gov>
Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Hi @Robert,

I sent Alexander the link to apply for the business license.

Riverside County is requiring a Temporary Use Permit (TUP) in order to issue the necessary county permit for hosting the event.

These are the logistical challenges I anticipated, especially given the tight timeline. I'm more than happy to assist in moving things forward; however, with ICSC and a fully booked schedule this week, my availability is limited. I'll do as much as I can to support the process.

The county has stated that a copy of the TUP submittal or approval be issued/emailed by tomorrow. To proceed, Riverside County needs either the issued permit or confirmation from the City of Banning in an email confirming that Alexander from Wanderlust Events to Rebecca Barraza Riverside County—stating that a TUP application has been submitted. At this point, I cannot provide that confirmation because the TUP has not been submitted.

@Robert, if you'd like to move forward, please send an email to:

Rebecca Barraza
Riverside County
rbarraza@rivco.org

The county requires a copy of the issued permit due to life and safety concerns related to the event.

@David, what's the fastest your team can process the TUP?

Alexander from Wanderlust Events

sent me the text messages attached below for your reference. The gray boxes contain his messages, and the blue boxes are my responses.

<image005.png>

<image006.png>

Marisol Lopez

*Economic Development
Manager*

City of Banning

Direct Line: (951) 922-3181

City Cell : (909) 222-8235

marisol.lopez@banningca.gov

99 E. Ramsey Street

Banning, CA 92220

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<image003.png>

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From: Robert Fisher <rfisher@banningca.gov>
Sent: Thursday, May 15, 2025 9:16:06 AM
To: Marisol Lopez <marisol.lopez@banningca.gov>
Subject: RE: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

I think that was the only item Council was requiring them to obtain. Have you looked into the costs for bathrooms, picnic tables & chairs, along with trash cans?

Robert Fisher
Police Lieutenant
(Acting City Manager)

Banning Police Department

Direct Line: 951-849-1669

Direct Fax: 951-922-0039

rfisher@banningca.gov

P.O. Box 1177

125 E. Ramsey Street

Banning, CA 92220

www.banningca.gov

<image007.png>

From: Marisol Lopez <marisol.lopez@banningca.gov>
Sent: Wednesday, May 14, 2025 6:34 PM
To: Robert Fisher <rfisher@banningca.gov>
Cc: Ralph Wright <rwright@banningca.gov>
Subject: RE: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Just to confirm the Food Truck Wanderlust Events will need to obtain a business license for the entire event or each food truck obtain a business licenses?

Best regards,

My core working hours are Monday to Thursday from 7:30 AM to 5:30 PM. I will respond to your email as soon as possible.

Marisol Lopez
Economic Development Manager
City of Banning
P: (951) 922-3181
C: (909) 222-8235
marisol.lopez@banningca.gov
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Thank you!

From: Robert Fisher <rfisher@banningca.gov>
Sent: Wednesday, May 14, 2025 5:53 PM
To: Marisol Lopez <marisol.lopez@banningca.gov>
Subject: FW: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Robert Fisher
Police Lieutenant
(Acting City Manager)

Banning Police Department
Direct Line: 951-849-1669
Direct Fax: 951-922-0039
rfisher@banningca.gov
P.O. Box 1177
125 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

<image007.png>

From: John O. Pinkney <pinkney@sbemp.com>
Sent: Wednesday, May 14, 2025 10:06 AM
To: Robert Fisher <rfisher@banningca.gov>
Subject: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

<https://citizenportal.ai/Search/View?dp=1&key=2836391-6872af066493d00e7c79771ca5dff61a&start=12515&end=13944>

From: Ralph Wright
Sent: Wednesday, May 21, 2025 11:14 AM
To: Marisol Lopez; Caroline Patton; Cornelio Datuin; Arturo Vela; Robert Fisher
Cc: David Newell; Robert Fisher; Michelle Green
Subject: RE: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Marisol,

There are a couple of scenarios on portable toilets and some concerns with whichever direction we go. If we have portables out there, we can be provided with a lock to better secure them until the scheduled event. However, in the past these have often been broken into, locks cut, hasp broken etc. Additionally, I have seen port a pots tipped over, vandalized partially and or completely. If they are damaged, it would be the City's responsibility to pay for the damages. For that reason, I believe the shorter the time they are left on site, the better.

They do not delivery or pick up on Sundays but there is a delivery option for Saturdays with an additional cost.

Here is the information for portable toilets for the cost breakdown:

Option # 1 - Weekly cost for 2 portable restrooms(1 handicap) and a handwashing station – delivered on Friday with a 4 hour delivery window(We might be able to tighten that for an ongoing use. Picked up on Monday mornings. **\$370 to \$400 per week. For an 8-week series, up to \$3,200.**

Option # 2 – Weekly cost to have the units delivered on Saturdays there is an additional cost of \$175 per week. (For multiple weeks, they will reduce this Saturday charge to \$125 each week) - **Weekly cost up to \$525.00 per week. For an 8-week series, up to \$4,150.**

Option # 3 – Monthly fee with weekly service. This would have the units stay on site the entire event timeframe. Service could take place on Friday each week. This option is considerably less expensive but I believe the chance of vandalism or units unable to properly be available for the Sunday event is very high if these units are left for any unattended length of time.

Delivered prior to first event and left on site. Services once a week on Friday – Monthly cost of 2 portable restrooms(1 handicap) and a handwashing station **\$625 includes \$150 to \$200 initial delivery charge.** I want to reiterate that I don't believe this is a viable option. When we have had portables delivered at the Community Center one day before scheduled events, they have been vandalized and tipped over at least twice in the last two years.

If you have any questions or need further clarification, please let me know.

Best Regards,
Ralph

Ralph Wright
Parks and Recreation Director
City of Banning
Direct Line: 951-922-3241
Cell: 909-219-0980
rwright@banningca.gov
789 N. San Geronio
Banning, CA 92220
www.banningca.gov



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From: Marisol Lopez <marisol.lopez@banningca.gov>

Sent: Tuesday, May 20, 2025 6:18 PM

To: Caroline Patton <cpatton@banningca.gov>; Cornelio Datuin <cdatuin@banningca.gov>; Arturo Vela <avela@banningca.gov>; Robert Fisher <rfisher@banningca.gov>

Cc: David Newell <dnewell@banningca.gov>; Robert Fisher <rfisher@banningca.gov>; Ralph Wright <rwright@banningca.gov>; Michelle Green <mgreen@banningca.gov>

Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Good afternoon team,

Please provide a total cost of what it will cost to rent the Porta potties, lighting and any other cost for this event to occur. Council is requesting the full financial impact of the food truck event be reported back to city council in the next city council meeting as an agenda item. With a full fiscal impact to the City of Banning. @Robert Fisher please provide direction as to what is needed. You sent me a text message, but I need clarification and so does the staff. I will be driving back from Las Vegas tomorrow. so I will have limited to no reception or communication.

Sincerely,

Marisol Lopez

Economic Development

Manager

City of Banning

Direct Line: (951) 922-3181

City Cell : (909) 222-8235

marisol.lopez@banningca.gov

99 E. Ramsey Street

Banning, CA 92220

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From: Caroline Patton <cpatton@banningca.gov>

Sent: Monday, May 19, 2025 9:19:16 AM

To: Cornelio Datuin <cdatuin@banningca.gov>; Arturo Vela <avela@banningca.gov>; Robert Fisher <rfisher@banningca.gov>

Cc: David Newell <dnewell@banningca.gov>; Robert Fisher <rfisher@banningca.gov>; Ralph Wright <rwright@banningca.gov>; Marisol Lopez <marisol.lopez@banningca.gov>; Michelle Green <mgreen@banningca.gov>

Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Reminder that the current budgets for these accounts are likely already dedicated to purchases. We will need to allot new monies for anything connected to this event.

Caroline Patton, MPA, CMC
Administrative City Clerk
City of Banning
Direct Line: 951-922-3102
cpatton@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

From: Cornelio Datuin <cduatin@banningca.gov>
Sent: Monday, May 19, 2025 9:01:20 AM
To: Arturo Vela <avela@banningca.gov>; Robert Fisher <rfisher@banningca.gov>
Cc: David Newell <dnewell@banningca.gov>; Robert Fisher <rfisher@banningca.gov>; Ralph Wright <rwright@banningca.gov>; Marisol Lopez <marisol.lopez@banningca.gov>; Caroline Patton <cpatton@banningca.gov>; Michelle Green <mgreen@banningca.gov>
Subject: RE: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Good morning.

Please use CE2501 – Summer Food Truck Event to track all expenses connected to the event.

For the expenses connected to the event, which fund/account number will we be charging them to?

Currently, these are the account numbers connected to community promotions:

001-1200-412.41-46 – City Manager

001-1210-412.41-46 – Economic Development

001-9600-453.41-46 – Refuse

660-6300-471.41-46 – Water

675-7020-473.41-46 – Electric - Public Benefit Fund

Account ⇅	Status ⇅	Description ⇅
001-1200-412.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS
001-1210-412.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS
001-1220-412.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS
001-9600-453.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS
660-6300-471.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS
670-7000-473.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS
675-7020-473.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS
680-8000-454.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS
690-9600-453.41-46		SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS

Thank you,
Cornelio M Datuin Jr
Budget and Financial Analyst
Finance Department
City of Banning
Direct Line: (951) 922-2663
E-mail: cduatin@banningca.gov
99 E Ramsey St
Banning, CA 92220
www.banningca.gov



From: Arturo Vela <avela@banningca.gov>
Sent: Saturday, May 17, 2025 8:36 AM
To: Cornelio Datuin <cduatin@banningca.gov>
Cc: David Newell <dnewell@banningca.gov>; Robert Fisher <rfisher@banningca.gov>; Ralph Wright <rwright@banningca.gov>; Marisol Lopez <marisol.lopez@banningca.gov>; Caroline Patton <cpatton@banningca.gov>
Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Cornelio,
Can we get a project code to track staff time?
Sent from my iPhone

On May 16, 2025, at 7:36 PM, Marisol Lopez <marisol.lopez@banningca.gov> wrote:

[@Robert](#), we need you to provide direction as to approval for the costs of the portapotties and what budget will be paying for the cost.

[@Ralph](#) if [@Robert](#) approves can you order and setup the delivery of the portapotties?

As for the tables, I asked Alexander the Food Truck Event Coordinator, set-up and pay for the tables and he agreed.

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Thank you [@David](#) and team for getting the TUP moving at lightning speed.

Kind regards,

Marisol Lopez

*Economic Development
Manager*

City of Banning

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Sent: Friday, May 16, 2025 10:07:30 AM

To: Marisol Lopez <marisol.lopez@banningca.gov>; Robert Fisher <rfisher@banningca.gov>; Ralph Wright <rwright@banningca.gov>

Cc: Caroline Patton <cpatton@banningca.gov>

Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

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Sent: Thursday, May 15, 2025 7:11 PM
To: Robert Fisher <rfisher@banningca.gov>; David Newell <dnewell@banningca.gov>; Ralph Wright <rwright@banningca.gov>
Cc: Caroline Patton <cpatton@banningca.gov>
Subject: Re: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Hi @Robert,

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Riverside County
rbarraza@rivco.org

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6:40



Alexander (Food Truck)

Today 10:37 A

Good morning. I know you
very busy, I just left Rivers
health department and the
a confirmation from some
the city that this has been
approved and that a TUP i

6:40



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Sent: Thursday, May 15, 2025 9:16:06 AM

To: Marisol Lopez <marisol.lopez@banningca.gov>

Subject: RE: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

I think that was the only item Council was requiring them to obtain. Have you looked into the costs for bathrooms, picnic tables & chairs, along with trash cans?

Robert Fisher
Police Lieutenant
(Acting City Manager)

Banning Police Department

Direct Line: 951-849-1669

Direct Fax: 951-922-0039

rfisher@banningca.gov

P.O. Box 1177

125 E. Ramsey Street

Banning, CA 92220

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From: Marisol Lopez <marisol.lopez@banningca.gov>

Sent: Wednesday, May 14, 2025 6:34 PM

To: Robert Fisher <rfisher@banningca.gov>

Cc: Ralph Wright <rwright@banningca.gov>

Subject: RE: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

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Best regards,

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Marisol Lopez
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Banning

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Thank you!

From: Robert Fisher <rfisher@banningca.gov>

Sent: Wednesday, May 14, 2025 5:53 PM

To: Marisol Lopez <marisol.lopez@banningca.gov>

Subject: FW: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

Robert Fisher
Police Lieutenant
(Acting City Manager)

Banning Police Department

Direct Line: 951-849-1669

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From: John O. Pinkney <pinkney@sbemp.com>

Sent: Wednesday, May 14, 2025 10:06 AM

To: Robert Fisher <rfisher@banningca.gov>

Subject: Hemet Food Truck Temporary Use Permit and waiver of all costs discussion

<https://citizenportal.ai/Search/View?dp=1&key=2836391-6872af066493d00e7c79771ca5dff61a&start=12515&end=13944>

From: Vincent Avila
Sent: Wednesday, May 21, 2025 9:58 AM
To: Michelle Green; Arturo Vela; Marisol Lopez
Subject: FW: Overtime estimate
Attachments: Burden Rate - 2200_Police Officer-as of 05.11.25.pdf

Importance: High

Morning Michelle,

See attached for overtime rate for an officer. I was going to have officers work 6 hours overtime from 4:30 PM to 10:30 PM. Which would be a total cost of \$1, 298.64 (\$108.22 an hour) for two officers working the food truck event every Sunday.

Thank you,

From: Austin Flint <aflint@banningca.gov>
Sent: Wednesday, May 21, 2025 9:28 AM
To: Vincent Avila <vavila@banningca.gov>
Cc: Payrollstaff <Payroll@banningca.gov>
Subject: RE: Overtime estimate
Importance: High

Hey Vince – **\$108.22** is the hourly OT rate at top step/classic/multiple add pays.

Thanks!

Austin Flint, MBA
Senior Accountant
Finance Department
City of Banning
Direct Mobile: 951-590-2065
Direct Office: 951-922-3115
Direct Fax: 951-846-8615
aflint@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
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From: Vincent Avila <vavila@banningca.gov>
Sent: Tuesday, May 20, 2025 2:59 PM
To: Austin Flint <aflint@banningca.gov>
Subject: Overtime estimate

Austin,

Can you give me a top step overtime rate for an officer working overtime.

Vincent Avila

Chief of Police

Banning Police Department

Direct Line: 951-849-1281

Direct Fax: 951-922-0039

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POLICE OFFICER
Burden Rate
Fiscal Year 2024-2025

POLICE OFFICER

HOURLY RATE: \$ 127.06 ANNUAL: \$ 273,424.17

SALARY: Rate per
Hour Annual Salary

Regular	84	54.57	119,177.60
Comp Time Payoffs (max 100/yr)	100	2.50	5,456.85
Holiday Payoffs (max 120/yr)	120	3.00	6,548.22
Sick Payoffs (max 50/yr)	50	0.02	2,728.43
Vacation Payoffs (max 80/yr)	80	2.00	4,365.48

TOTAL SALARY: \$ 62.09 \$ 138,276.58

ADDITIONAL PAYS:

Benefit Allowance	\$2,266	13.08	27,197.76
Bilingual Pay	5%	2.86	5,958.88
Educ Incent	\$350	2.02	4,200.00
FTO	5%	2.86	5,958.88
Special Assignment	5%	2.86	5,958.88
Uniform Allowance	\$150	0.87	1,800.00

TOTAL ADD PAYS: \$ 24.56 \$ 51,074.40

CITY PAID BENEFITS:

EMPC	4.00%	2.75	5,722.17
FICA-Medicare	1.45%	1.32	2,745.59
FICA-Regular	6.20%	5.64	11,739.76
Life Insurance	\$7.80	0.05	93.60
PERS Safe ER TIER I	29.30%	20.15	41,914.89
SUI	0.61%	0.35	726.98
Workers Comp	17.73%	10.16	21,130.19

TOTAL CITY PD BENEFITS: \$ 40.42 \$ 84,073.19

\$ 273,424.17 TOTAL ANNUAL

BURDEN HOURLY RATE \$ 127.06

BURDEN OVERTIME RATE \$ 108.22

*LESS PAYOFFS,
BENE, RES, UNI,
EMPC, LIFE,
PERS, SUI, WC.

Based on MOU dated March 28, 2024 -March 27, 2027