

**AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA**

September 23, 2014
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

The following information comprises the agenda for a regular meeting of the City Council and a joint meeting of the City Council and the City Council Sitting in Its Capacity of a Successor Agency and the City Council and the Banning Utility Authority.

Per City Council Resolution No. 2010-38 matters taken up by the Council before 9:00 p.m. may be concluded, but no new matters shall be taken up after 9:00 p.m. except upon a unanimous vote of the council members present and voting, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

I. CALL TO ORDER

- Invocation – Tate Crenshaw, Lifepoint Church
- Pledge of Allegiance
- Roll Call – Councilmembers Miller, Peterson, Welch, Westholder, Mayor Franklin

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS/PRESENTATIONS/CORRESPONDENCE

PUBLIC COMMENTS – *On Items Not on the Agenda*

A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff for future study, research, and appropriate Council Action.) See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

CORRESPONDENCE: Items received under the category may be received and filed or referred to staff for future research or a future agenda.

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

PRESENTATIONS

1. Riverside County Flood Control District –Gilman Channel Storm Drain Construction (ORAL)
2. Banning Stagecoach Days Association – Carl Douglas - Report and Presentation of Sponsorship Plaques (ORAL)
3. Introduction of New Employees - (ORAL)
 - Carl Fielstra, Police Officer
 - Alexandra Avery, Public Safety Dispatcher
 - Sara Smith, Public Safety Dispatcher

IV. CONSENT ITEMS

(The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council wishes to remove an item for separate consideration.)

Motion: That the City Council approve Consent Item 1 through 11

Items to be pulled _____, _____, _____, _____ for discussion.

(Resolutions require a recorded majority vote of the total membership of the City Council)

1.	Approval of Minutes – Special Meeting – 08/12/14 (Closed Session)	1
2.	Approval of Minutes – Regular Meeting – 08/12/14.	3
3.	Approval of Minutes – Special Meeting – 08/19/14 (Closed Session).	36
4.	Approval of Minutes – Regular Meeting – 09/09/14.	37
5.	Report of Investments for July 2014	39
6.	Approval of Accounts Payable and Payroll Warrants for Month of July 2014	46
7.	Approval of Accounts Payable and Payroll Warrants for Month of August 2014.	49
8.	Notice of Completion for Project No. 2012-03, Corporate Yard Block Wall as complete and direct the City Clerk to record the Notice of Completion	52
9.	Resolution No. 2014-62, Approving a Professional Services Agreement to Western Riverside Council of Governments for Residential and Commercial Diversion Services in the amount of \$100,000.00 (\$50,000.00 per year for FY 2014/2015 and FY 2015/2016)	58
10.	Resolution No. 2014-66, Confirming Its Intent With Respect to the City's Retention for Government use of Two Real Property Sites Described Within the Long-Range Property Management Plan Prepared by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning.	104
11.	Resolution No. 2014-72, Approving the Banning Electric Utility Power Content Label	117

- Open for Public Comments
- Make Motion

**RECESS REGULAR CITY COUNCIL MEETING AND CALL TO ORDER A JOINT MEETING
OF THE BANNING CITY COUNCIL AND THE BANNING CITY COUNCIL SITTING IN ITS
CAPACITY OF A SUCCESSOR AGENCY.**

V. CONSENT ITEM

- Open for Public Comments
 - Make Motion

RECESS JOINT MEETING OF THE BANNING CITY COUNCIL AND THE BANNING CITY COUNCIL SITTING IN ITS CAPACITY OF A SUCCESSOR AGENCY AND CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL AND THE BANNING UTILITY AUTHORITY.

VI. REPORTS OF OFFICERS

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| 1. Resolution No. 2014-10 UA, Approving a Professional Services
Agreement with Carollo Engineers, Inc. | |
| Staff Report | 132 |
| Recommendations: That the Banning Utility Authority I.) adopt Resolution
No. 2014-10 UA, Approving a Professional Services Agreement with
Carollo Engineers, Inc. of Pasadena, California in an amount of \$36,805.00;
II.) Authorizing the Administrative Services Director to make necessary
adjustments and appropriations related to Account No. 660-6300-471.33-53
(Engineering Services) and the related revenue adjustment to Account
No. 660-6300-361.41-61; and III.) Authorizing the City Manager to execute
the professional Services Agreement with Carollo Engineers, Inc. | |

Adjourn Joint Meeting and reconvene the regular City Council Meeting.

VII. PUBLIC HEARINGS

(The Mayor will ask for the staff report from the appropriate staff member. The City Council will comment, if necessary on the item. The Mayor will open the public hearing for comments from the public. The Mayor will close the public hearing. The matter will then be discussed by members of the City Council prior to taking action on the item.)

1. Amendments to the General Plan and Zoning Code in Response to the State Housing and Community (HCD) Comment on the 2013-2021 Housing Element (General Plan Amendment No. 14-2502, Zone Text Amendment No. 14-97501 and Zone Change No. 14-3502)

- | | |
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| Staff Report | 244 |
| Recommendation: That the City Council continue this item to December 9, 2014 to allow time for Riverside County Airport Land Use Commission (ALUC) to review. | |

VIII. REPORTS OF OFFICERS

1.	Appointment of Alex Diaz as Police Chief Staff Report	245
	Recommendations:	
	<ul style="list-style-type: none">• That the City Council adopt Resolution No. 2014-71, Approving the appointment of Alex Diaz as Police Chief of the City of Banning and approving the Chief of Police Employment Agreement for the Position Pursuant to Section 2.08.080(C) AND 2.08.090(C) of the Banning Municipal Code.• Conduct the swearing-in and badge ceremony.	
2.	Transient Occupancy Tax (TOT) Ordinance 1483 Staff Report	280
	Mayor asks the City Clerk to read the title of Ordinance No. 1483	
	<i>"An Ordinance of the Voters of the City of Banning, California, Amending Section 3.16.030 of Chapter 3.16 of the Banning Municipal Code Permanently Extending the Transient Occupancy Tax."</i>	
	Motion: I move to waive further reading of Ordinance No. 1483. (Requires a majority vote of Council)	
	Motion: I move that Ordinance No. 1483 pass its first reading.	
3.	Resolution No. 2014-65, Accepting the Recommendations of the Banning Electric Utility Energy Storage Study and Determining that it is Not Cost Effective for the Electric Utility to Adopt Energy Storage Targets Staff Report	284
	Recommendation: The City Council Resolution No. 2014-65.	
4.	Resolution No. 2014-70, Awarding the Construction Contract for Project No. 2014-04, Corporate Yard Warehouse and Rejecting All Other Bids Staff Report	289
	Recommendations: The City Council adopt Resolution No. 2014-70:	
	<u>Option One: I.) Award the Bid and approve the Construction Contract for Project No. 2014-04 "Corporate Yard Warehouse" to Oakview Constructors, Inc. ("Oakview"), of Calimesa, California, in the amount not to exceed \$5,116,529.00 including taxes and allow a 5% contingency of \$255,826.00, and</u>	

reject all other bids; II.) Authorize the City Manager to execute the contract agreements for Project No. 2014-04 “Corporate Yard Warehouse”; III) Authorize the Administrative Services Director to update the Capital Improvement Plan, make the necessary budget adjustments, appropriations, and transfers to fund this project and to approve change orders within the 5% contingency of \$255,826.00; and IV.) Authorize the Electric Utility Director to work with Oakview to formalize the revisions and subsequent credits to the project, resulting from the Value Engineering analysis, which is estimated at \$789,000.00.

Option Two: I.) Award the Bid for Project No. 2014-04 “Corporate Yard Warehouse” to Oakview Constructors, Inc., and reject all other bids; II.) Authorize the Electric Utility Director to work with Oakview to formalize the revisions and subsequent credits to the project, resulting from the Value Engineering analysis, which is estimated at \$789,000.00, and make applicable amendments to the Construction Contract; and III.) Direct staff to bring amended Construction Contract to Council at a subsequent meeting for consideration.

Option Three: I.) Reject all bids.

IX. ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

- City Council
- City Committee Reports
- Report by City Attorney
- Report by City Manager

X. ITEMS FOR FUTURE AGENDAS

New Items – None

Pending Items – City Council

1. Schedule Meetings with Our State and County Elected Officials
2. Discussion on how to handle loans or distributions to charities.
3. Discussion on how the City Council handles donations to the City.
4. Grocery Cart Policy
5. Workshop to discuss the future of the airport.
6. Discussion regarding Public Works Committee and Ad Hoc Committees
7. Discussion regarding City’s ordinance dealing with sex offenders and child offenders
8. Discussion to move “Announcements” (events) up on the agenda after Public Comments.
9. Discussion regarding the discretionary limit of \$25,000 and review of all contracts by the City Attorney
10. Discussion regarding flex scheduling to keep city hall open five days a week.
11. Discussion regarding Animal Control Services.

12. Address staffing issues at the police department.
13. Prepare a staff report regarding delinquent utility fees owed by the Banning Chamber of Commerce.

XI. ADJOURNMENT

Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Thursday, 7 a.m. to 5 p.m.

NOTICE: Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public.

Any member of the public may address this meeting of the Mayor and Council on any item which does not appear on the agenda, but is of interest to the general public and is an item upon which the Mayor and Council may act. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and 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 Section 54954.2 of the Government Code.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (951) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II]

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

8/12/14
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on August 12, 2014 at 3:03 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Peterson
Councilmember Welch
Councilmember Westholder
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Homer Croy, Interim City Manager
David J. Aleshire, City Attorney
June Overholt, Administrative Services Dir./Deputy City Manager
Colin Tanner, Attorney – Aleshire & Wynder, LLC
Zai Abu Bakar, Community Development Director
Janet Coots,
Marie A. Calderon, City Clerk

CLOSED SESSION

City Attorney said the items on the closed session agenda is three cases of potential litigation pursuant to Government code Section 54956.9 (d)(4); pending litigation matter Everett Babcock vs. City of Banning –Workers Comp – EAMS Case Nos. ADJ9167033; ADJ 9167101; personnel matters regarding recruitment of the Police Chief Position and City Manager pursuant to Government Code Section 54957; and labor Negotiations pursuant to the provisions of Government Code Section 54957.6. Negotiations are with International Brotherhood of Electrical Workers (IBEW) – Utility Unit, International Brotherhood of Electrical Works (IBEW) – General Unit, Banning Police Officers Association (BPOA), Banning Police Management Association (BPMA), and San Bernardino Public Employees Association (SBPEA).

City Attorney said that we have a real property negotiation matter involving the Mathewson property (APN: 540-083-007) that needs to be added to the agenda.

Motion Miller/Peterson to add the real property negotiation matter to the agenda as stated by the City Attorney. Mayor Franklin opened the item for public comment; there were none.

City Attorney clarified that because we are going to skip the next two Council Meetings if we don't talk about it tonight it is going to be a long time before the Council gets back together and that is why staff wanted it added to the agenda.

Motion carried, all in favor.

Mayor Franklin opened the other closed session items for public comments and seeing no one in the audience she closed public comments.

Meeting went into closed session at 3:05 p.m. and reconvened at 5:18 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:57 p.m.

Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

8/12/2014
REGULAR MEETING

A regular meeting of the Banning City Council and a Joint Meeting of the City Council and the Banning Utility Authority was called to order by Mayor Franklin on August 12, 2014 at 5:04 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Peterson
Councilmember Welch
Councilmember Westholder
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Homer Croy, Interim City Manager
June Overholt, Administrative Services Dir./Deputy City Manager
David J. Aleshire, City Attorney
Bill Manis, Economic Development Director
Duane Burk, Public Works Director
Zai Abu Bakar, Community Development Director
Alex Diaz, Interim Chief of Police
Heidi Meraz, Community Services Director
Fred Mason, Electric Utility Director
Phil Holder, Lieutenant
John McQuown, City Treasurer
Rita Chapparosa
Stacey Bavol
Perry Gerdes
Art Vela
Marie A. Calderon, City Clerk

The invocation was given by Pastor/Councilmember Jerry Westholder, Highland Springs Fellowship. Councilmember Welch led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney said that the Council met in closed session and discussed three matters of potential litigation and no action was taken. There was discussion regarding the litigation matter Everett Babcock vs. City of Banning and a status report was given and no action was taken. In regards to personnel matters there was discussion regarding recruitment for Chief of Police and City Manager and there was no action taken on those matters. In regards to labor negotiations a status report was given on bargaining with the City's bargaining units and no reportable action was taken. There was an action by the City Council to add a fifth item to the closed session agenda which involved the real property where the Mathewson building is on

San Gorgonio. A status report was given of those discussions and there was no reportable action taken.

PUBLIC COMMENTS/CORRESPONSENCE/PRESENTATIONS

PUBLIC COMMENTS – On Items Not on the Agenda

Inge Schuler, resident of Banning addressed the Council stating that there was a study session last week on shopping carts and the City's tech person Patrick actually knows the details of the system that is used in Europe where the shopping carts do not leave the shopping centers and you may want to talk to him about it. At the Council meeting of July 8th she had asked to hear something about the Council's vision and how the citizens/residents vision is going to be incorporated in that and she hopes the Council is considering that in their discussions and maybe the public can hear back from the Council. Also, she doesn't know who is in charge of attracting businesses to town but apparently as long as two years ago the Trader Joe's corporation was looking for a location for a western region headquarters. She had heard very limited information about it and she didn't pursue it but apparently the corporation bought land in Moreno Valley. If we didn't know about this, why is that so and if we did know about it, why did we lose it. Why would they pick Moreno Valley and not Banning if we make it attractive to them? She thinks it is too late now but she had heard on good authority that they were looking to open large distribution stores on the west coast and that was the reason they were looking for land out here in the west. She feels that the City has missed a golden opportunity. On another note she tried to find out where the Dinosaur Tires moved and she found out that they moved because the rent was raised. Maybe the Chamber of Commerce people need to talk to some of the people who rent store fronts and facilities to business people and then for whatever reason start raising the rent so they cannot stay and then they move to another community. She thinks it is not the business climate from the City that is causing people to not come in or leave after they have been here. It's that the owners of the properties are not always very nice with foresight so we need to examine that also. Let's see if we can do something about that.

Bill Manis, Economic Development Director addressed the Council stating that staff talks with major tenants all of the time and he attends various shows and he spoke, in fact, with Trader Joe's at the ICSC (International Conference of Shopping Centers) Trade Show in Las Vegas back in May but it was mostly on their retail stores. Staff was not aware that they were looking for a large distribution center out this way; that is news to him. He didn't receive anything as far as any proposals as far as brokers telling us that. Many times that is kept quiet and not really talked about because if somebody knows a large company is looking for land, prices go up. So staff if aware of different retailers moving around certainly but have not heard specifically about Trader Joe's.

Jennifer DiCiano, Western Riverside Council of Governments addressed the Council announcing their 15th Annual Clean Cities Event/Expo taking place on Thursday, September 25th at the South Coast Winery/Spa and Resort in Temecula from 9 a.m. to 3 p.m. She said that the City of Banning has been a long-term member of their Clean Cities Coalition and what they do is to promote cleaner fuels in the Western Riverside Sub-Region so this event will have approximately about 30 alternative fuel cars for people to ride and drive and experience driving

the new most recent alternative fuel cars that are out on the market. What is exciting this year is that their keynote speaker will be Ralph Nader and he has spearheaded efforts that have resulted in national policies for safer cars, healthier foods, cleaner air, cleaner water, and safer work environments for more than four decades.

Susan Savolainen resident of Banning addressed the Council regarding three important things: 1) The need to conserve water. If you read the papers and listen to the news it was the driest year on record. We entered the new rain year July 1st and we are in the 3rd year of an extended drought. Surface water storage is less than 50% in many of our reservoirs within the state and a report that she heard today was that ground water in the west lost an equivalent of two Lake Mead's since 2005; that is a lot of water. So, we as citizens not just of Banning but the State of California and the world need to be doing more to conserve water. To help with that event the Banning Library District and Drought Solutions are joining together to put on a free presentation "11 Simple and Inexpensive Things You Can Do to Save Money and Water in Your Landscape" on Thursday, August 14th at 5 p.m. If you cannot make this talk, there will be two additional talks on August 19th at 6 p.m. at Sun Lakes and Sept. 24th at 6 p.m. at the Banning High School Library as part of the Banning Community Advisory Committee Meeting. The Community Advisory Committee has decided to take their show on the road and to invite the public to attend their meetings and have input as to what is important to them and that meeting will be on Wednesday, Sept. 24th. 2) She requested that the long list of "Items for Future Agendas" be calendared. Let's set dates and times when we are going to discuss these things instead of them showing up on agenda, after agenda, after agenda. Obviously we want to prioritize those items and schedule them as soon as possible. 3) If tumbleweeds were dollars, our economic situation would be wonderful. She doesn't know who can do something about the plethora of tumbleweeds everywhere you look in town but thinks it would really help to address that before Stagecoach Days.

Charles Hough, resident of the Serrano Del Vista community addressed the Council regarding the water issue. As you are aware we are still facing the specter of ultra-high-density housing right outside their gate and he could shut all his water off and drop dead and still not save enough water to service another 2,500 homeowners. The other thing is the alternative fuel vehicle. He drives an electric car and we have a locally owned and operated power company here that is totally unresponsive. They have no rates set up for electric vehicles and they don't intend to even think about it for another year yet and also, this City is one of the few that has no public plug-ins for electric vehicles. He would suggest that this might be considered for the San Gorgonio development downtown or any place people are likely to spend 20 minutes to two hours like restaurants, libraries, downtown, etc. and we are halfway between the desert and the next major set of charging units is in the west side of Redlands and the San Bernardino area so we are ripe for bringing some people in that have alternate fuel vehicles.

Ed Ball, resident of Banning addressed the Council about the website called BanningTrainFest.com. He said that there is a group of them that are working on putting together a model train festival on October 11th and 12th here in Banning. There will be about 11,500 square feet of model trains that people can come and see. It is a two day event and the cost is \$5.00 for both days. If everything goes right, next year they anticipate that they will have about 20,000 people that will be fighting to come and see it so he is inviting everyone to look at www.banningtrainfest.com to schedule those days to come and see all these great and

wonderful things. If you are interested in helping out as greeters, please go to their website. There will be a couple of clinics put on by NMRA (National Model Railroad Association) and one of the clinics will be about the big explosion that took place in San Bernardino that burned down about a block and blew up a pipeline. There will be a lot of things for the youth with two exhibits where they can play with the trains.

Maggie Scott, 1516 E. Nicolet Street addressed the Council regarding Hathaway Street where the big trucks come down. There are a lot of potholes and you can't even go down the street without going into a pothole. She would like to know if something can be done about that because it is really bad. Also, the warehouse that was supposed to have been built on Hathaway the fence is laying all down so she would guess that project is dead in the water because she attended the meeting for that project and they were told that this project was going to go through. There are so many buildings here that have been built and no one is in them and this project started and didn't get off the ground and if nothing is going to be done about that, then the fence should be put back up or taken down because it really looks bad on Hathaway. But she did want to stress about the potholes because she does go down that street every day and it starts at San Jacinto Street all the way down to Ramsey Street. She said that her husband talked to someone from the City about a month ago and nothing has been done.

CORRESPONDENCE – None

PRESENTATIONS

1. Federal Lobbyist Update – Innovative Federal Strategies

Letitia White and Heather McNatt Hennessey addressed the Council stating that they are delighted to serve as the City's staff in Washington DC. She said that Washington is currently a pretty interesting place and recently a Gallop Poll showed their congressional approval down at about 16%; the lowest it has ever been. Nevertheless she is not sure it is going to improve quickly but there are a lot of bi-partisan things getting done in Washington and they are pleased to be a part of that. They do a number of things for the City and those categories are: Identify Threats to City Priorities, Look for Funding Opportunities that would benefit the City, advocate for additional federal funding for things like CDBG (Community Development Block Grants), and work on legislation that is helpful to the City. A couple of threats that they worried is that Congress wouldn't extend the Federal Highway Trust Fund Money, and they have been monitoring closely and working against Congress removing the tax exempt status from municipalities. So they have been able to keep that at bay for now but it is a top priority and they work very closely with other advocates and are part of the Bonds for America Coalition to try to continue educating members of Congress about the negative effective this might have on cities like ours. The second major category is that they look for grant funding that would be available to departments and they share this in their weekly updates. Given the ongoing Congressional earmark band they think this is one of the best ways for the City to compete for federal resources. The third major thing they advocate on behalf of the City is your funding priorities for legislative priorities to your Congressional representatives, as well as, the Senators. During the Mayor's recent visit back to Washington they met with Congressional offices to convey their support for transportation funding and to discuss the on-going situation that we have with FERC and the U.S. Forest Service. Their advocacy adjusts based on the

City's needs and priorities and they are always looking out for things where the City's voice needs to be heard. She went over one of their continuing success story which is the big land swap bid and they are thrilled that Congressmen Ruiz and Cook introduced the land swap measure HR 4867 entitled "The Economic Development through Tribal Land Exchange Act". The bill was approved through both subcommittees and had a unanimous vote in the House Natural Resources Committee on July 30th. This approval sets the stage for this bill to be considered by the full House of Representatives as early as September. These types of bills that are bi-partisan and non-controversial are the kinds of things that can always come up at almost any time and they are working hard to insure floor time becomes available and working closely with the advocates for the tribe so it is a joint effort. They also coordinate with other regional partners like the League of Cities and others to continue to work on issues that might be important as they push things forward. They are looking out for the rewrite of the transportation bill, obviously the drought situation, the State bond discussions and potential bill, and look forward to what happens at the end of the year. Right now Congress is in recess and working in their districts for the next five weeks and will be back the week of September 8th and the first thing highest on their agenda is a temporary spending bill.

There was some dialogue between the consultants and the Council in regards to the flume issue and HR 4867 on the land exchange.

2. I-10 Bypass Project Update – Presented by Riverside County Transportation Department

Dennis Landaal, Kimley-Horn and Associates addressed the Council stating that they are consultant to the Riverside County Transportation Department and are responsible to partner with the Council, Caltrans and the City of Banning for the successful completion of the environmental document and preliminary design for the Bypass Project and with him today is Patty Romo, Assistant Director and Darren Adrian, Assistant Project Manager. They have been working on the project for a little over two years and they have had two community meetings already and he will be presenting from the second community meeting that they had last Fall until now. He said that Caltrans, the County, California Highway Patrol, Morongo and all of the cities out here and the agencies are really concerned about I-10 being shut down and what that means. At this time he started his power-point presentation (see Exhibit "A"). He said that there are a few locations along I-10 where there are not paralleling routes and the I-10 Bypass from Banning to Cabazon is one of them also there are additional projects listed that head towards the desert so you can see that it is a part of an overall program on what the County, Caltrans and local agencies are trying to accomplish along I-10 itself. At this time he displayed the I-10 Bypass Project that would connect Banning to the community of Cabazon. Basically the I-10 Bypass connects Hathaway at Westward with Apache Trail and Bonita Avenue. Back in Fall of last year they had a public scoping meeting to start the environmental document phase and at that meeting they presented 13 alternatives, as well as, a kind of description of the screening analysis to get down to the three alternatives that you see on the screen. He went over these 3 alternatives and said that alternative 5 stays along the north side of the San Jacinto River and on the south side at Smith Creek. The intent of this alternative was to avoid wetlands and jurisdictional impacts to Smith Creek itself by being right along the hill itself and coming over and crossing San Gorgonio and tying into Bonita and Westward. Alternatives 12 and 13 are on the north side of Smith Creek and within the Morongo Tribe

reservation. Alternative 12 cuts over to the south and crosses over Smith Creek following similar alignment of Alternative 5 and ends up with Apache Trail and Bonita. Alternative 13 continues along the entire north side of Smith Creek crossing the San Gorgonio River. He said those are the three alternatives that they were presented with in the scoping meeting last Fall. With the additional engineering and environmental studies that they are doing right now they are recommending that Alternative 13 be dropped from further consideration. This alternative has some substantial challenges associated with being right at the confluence of Smith Creek and San Gorgonio River itself. Now they are down to two alternatives that they will be bringing into the environmental document. When they looked at the traffic studies, etc. the ultimate configuration or cross section of the Bypass will be four lanes with two lanes going in each direction with a median. It is not needed now and probably not needed for another 15 to 20 years so they are approaching the environmental document with clearing the right-of-way for a four lane facility so they will do all the grading and all the impacts anything environmentally sensitive for a four-lane facility but initially just build a two-lane facility with a painted median. The painted median allows the flexibility if there is ever any incident on I-10 that that painted median could be used for one direction as well. So even though there is just one lane in each direction in an emergency you could actually have two lanes in one direction if necessary. The cost that it represented there is in today's dollars and it is for a two-lane facility but it also for grading for the ultimate four lanes and also for the ultimate four-lane bridges. With Alternatives 5 and 12 you can see the cost at this point and what he would consider almost equal and he explained why. He said the County and other agencies have asked if there was any way to perhaps reduce the cost of the project so they looked to see what they could do with the four-lane bridge and that is something they continue to analyze and the reason they are still considering this is that when the four-lane facility is actually needed and you have to do a four-lane bridge the cost of doing the extra two lanes really increases the cost of it. He shared the cost of the project and some of the thoughts they had for potentially reducing the cost itself. At some point they will have to make a determination once they figure out what the funding of project is. He went over the schedule of construction and they are estimating the construction to be completed somewhere around 2020.

There was some dialogue between the Council and Mr. Landaal in regards to this bypass being built on the north side of the freeway, impacts to the neighborhood on Westward going into Hathaway, truckers being able to bypass the weigh station, traffic congestion on Lincoln, law enforcement and responsibility, possibility of a north side road at some point in the future, funding sources for the construction of this bypass, decision on final route, further community outreach and input, escalation of costs, this being an independent project; traffic controls and posted speeds.

3. Sunset Grade Separation Update – Dennis Green, Project Manager

Dennis Green, Consultant for Riverside County Transportation Department addressed the Council and introduced new staff member Natalie Gomez who has had a long history with RTA (Riverside Transit Agency) and she is now working with him on the project. He started his power-point presentation (Exhibit "B") and said that they have been in the Pass working with trains and the challenges of crossing the tracts and this project will make it much safer and improve the quality of life and speed up the north-south travel in the city. He went over Stage 1 and Stage 2 of the project and the work that has been done and is in progress. He said that

Sunset Avenue will remain closed from the railroad track to Lincoln Avenue until the project concludes and they were concerned about this so they offered the opportunity to take some tours out and some of the City staff went out and the Mayor and they could really see the work that is going on that is not available to the public to see the excavations. The also held a second tour today for the businesses that wanted to go out and they went out with City staff and the contractor and they were impressed to see what they were doing and how well the project is progressing. Lastly what they are wanting to do is to support the local businesses and they are taking out ads in some of the local publications to support the local businesses and they are asking everyone to try to support the businesses along the detour route along Lincoln and Sunset so that they can remain vibrant throughout the construction and then realize the benefits that this construction is going to bring. The estimated completion is the summer of 2015.

There was some dialogue between the Council and Mr. Green in regards to this grade separation project and it was appreciated that the project was ahead of schedule, is within budget and the tremendous amount of work that is required to keep us as a modern city.

4. Introduction of New Employee – Dereck Cardinale, Police Officer

Interim Police Chief Diaz introduced new police officer Dereck Cardinale and said that he is on his first phase of training. He is accompanied here today by his family, his parents and his brother will pin his badge on him. He said that Officer Cardinale has one hobby and that is to be the best police officer and meet the expectations of the City and the citizens of Banning.

Officer Cardinale said that is from a small town near San Luis Obispo/Atascadero, California and grew up there and his brother moved down to this area and he met his wife and also moved to the area and attended the police academy and applied with the City of Banning.

At this time the City Clerk sworn in Officer Cardinale and Mayor Franklin welcomed him to the City.

5. Proclamation–Chefs Appreciation Day (Fight Against Cancer)

The National Pink Tie Organization (NPTO) bands men together to support the fight against cancer by encouraging men to wear pink or fuchsia tie to raise awareness, educate and empower the community about cancer. The NPTO Chefs Against Cancer is growing rapidly worldwide and it's all about supporting the fight against cancer, honoring the survivors and remembering those who will forever live in their hearts. The City of Banning proclaims Saturday, August 16, 2014 as "Chefs Appreciation Day" in the city of Banning.

This proclamation will be mailed to the requesting organization.

6. Proclamation–Childhood Cancer Awareness Month

The American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Loma Linda University Children's Hospital, the City of Hope, as well as, participating hospitals throughout the country thereby enhancing the quality of life for these children and their families. The American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid

Recognition Award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer. The City of Banning proclaims the month of September, 2014 as Childhood Cancer Awareness Month in Banning.

This proclamation will be mailed to the requesting organization.

CONSENT ITEMS

Mayor Franklin asked if there were any items to be pulled; there were none. She opened the items for public comments; there were none.

1. Approval of Minutes – Special Meeting – 07/08/14

Recommendation: That the minutes of the Special Meeting of July 8, 2014 be approved.

2. Approval of Minutes – Regular Meeting – 07/08/14

Recommendation: That the minutes of the Regular Meeting of July 8, 2014 be approved.

3. Approval of Minutes – Special Meeting – 07/22/14 (*Closed Session*)

Recommendation: That the minutes of the Special Meeting of July 22, 2014 be approved.

4. Approval of Minutes – Regular Meeting – 07/22/14

Recommendation: That the minutes of the Regular Meeting of July 22, 2014 be approved.

5. Report of Investments for June 2014

Recommendation: That the City Council receive and file the monthly Report of Investments.

6. Approval of Accounts Payable and Payroll Warrants for Month of June 2014.

Recommendation: That the City Council review and ratify the following reports per the California Government Code.

7. Resolution No. 2014-55, Accepting and authorizing expenditures under the FY14 State Homeland Security Program Grant to purchase, install, and program eleven (11) Motorola APX7500 Multi-Band Vehicle Radios.

Recommendation: Adopt Resolution No. 2014-55, authorizing the acceptance of the 2014 SHSP Grant received through the Riverside County Fire Department Office of Emergency Services in the amount of \$79,444 for the purchase, installation, and programming of eleven (11) state-of-the-art Motorola APX 7500 Multi-Band Vehicle Radios.

8. Stagecoach Days In-Kind Services for Staff Time at Dysart Park.

Recommendation: That the City Council approves necessary in-kind services provided for the production of Banning Stagecoach Days.

9. Stagecoach Days In-Kind Services for Use of the Community Center and Related Staff Time. *(Reflect this as Banning Community Fund not Stagecoach Days)*

Recommendation: That the Mayor and Council approve the request for the City to partner with the Banning Community Fund in the production of the Banning Train Fest to be held October 11, & 12, 2014 at the Nicolet School Gymnasium and the Banning Community Center.

10. Resolution No. 2014-59, Approving a Memorandum of Understanding (MOU) between the Banning Management Association (BPMA) and the City of Banning.

Recommendation: Adopt Resolution No. 2014-59, approving the Memorandum of Understanding (MOU) between the Banning Police Management Association (BPMA) and the City of Banning setting forth the complete negotiated terms and conditions of employment for the BPMA represented employees.

11. Resolution No. 2014-60, Amending the Classification and Compensation Policy for Part-Time Employees.

Recommendation: Adopt Resolution No. 2014-60, approving the amended Classification and Compensation Policy for Part-Time Employees to include an existing classification of Recreation Leader.

12. Establish City of Banning's Position in Support of the League of California Cities Resolution No. 1 for Consideration by the General Assembly.

Recommendation: That the City Council establish the City of Banning's position as supporting the League of California Cities Resolution No. 1 for consideration by the General Assembly at the 2014 Annual Conference.

Motion Peterson/Miller to approve Consent Items 1 through 12. Motion carried, all in favor.

Mayor Franklin recessed the regular City Council meeting and called to order a Joint Meeting of the Banning City Council and the Banning Utility Authority.

REPORTS OF OFFICERS

1. Resolution No. 2014-08 UA, Approving a Professional Services Agreement with E. S. Babcock & Sons, Inc. of Riverside, California.
(Staff Report – Duane Burk, Public Works Director)

Director Burk gave the staff report on this item as contained in the agenda packet. He said that on July 8th he presented this item to the Council and there were some questions and the Council

asked that it be brought back. He said that in attendance is the evaluating committee to answer any questions.

There was some Council and staff dialogue in regards to the dollar amount associated with the base amount and the \$11,000 dollar difference between Babcock and Clinical. There were further questions of the evaluation committee which consisted of Perry Gerdes, Stacey Bavol and Art Vela in regards to the evaluation of the two companies and the discrepancies. Also talked about if this was the correct way to evaluate this type of work and testing the lab.

Mayor Franklin opened the item for public comments; there were none.

Motion Westholder/Miller that the City Council/Banning Utility Authority adopt Resolution No. 2014-08UA, approving a Professional Services Agreement with E. S. Babcock of Riverside, CA in the amount not-to-exceed \$65,000.00 for the analytical testing services. Motion carried, all in favor.

2. Resolution No. 2014-09 UA, Awarding the Construction Contract for Project No. 2014-01WW, Hargrave Street Sewer Main Repair and Rejecting All Other Bids.
(Staff Report – Duane Burk, Public Works Director)

Director Burk gave the staff report on this item as contained in the agenda packet. The project has been advertised, have evaluated the lowest responsive responsible bidder and all of that is included in the staff report and staff is asking for approval of this resolution.

There was some Council and staff discussion in regards to the problems on Hargrave and that it may be due to the weight of vehicles that use this street, and could we have the same type of water breaks that happened in Los Angeles recently.

Mayor Franklin opened the item for public comments; there were none.

Motion Westholder/Welch that the City of Banning Utility Authority: I.) adopt Resolution No. 2014-09UA, Awarding the Construction Contract for Project No. 2014-01WW, Hargrave Street Sewer Main Repair to SND Construction, Inc. of Arcadia, CA for an amount of \$39,500.00 and allowing a 10% contingency of \$3,950.00 and Rejecting All Other Bids; and II.) Authorizing the Administrative Services Director to make necessary adjustments and appropriations related to Account No. 681-8000-454.95-14 (Sewer Mains and Collection System Expense) and Approval of change orders within the 10% contingency.

There was some further dialogue between the City Attorney and Director Burk regarding the likelihood of other failures in the line, was the camera run up and down the length of the pipeline, costs to replace the entire pipeline, and possible other lines in the street that could be affected by truck traffic.

Motion carried, all in favor.

Mayor Franklin adjourned the joint meeting and reconvened the regular City Council meeting.

REPORTS OF OFFICERS

1. Resolution No. 2014-56, Approving the Purchase Agreement Amendment to Purchase Order No. 25685 between Wesco Distribution, Inc. and the City of Banning for Anti-Graffiti.
(Staff Report – Fred Mason, Electric Utility Director)

Director Mason gave the staff report on this item as contained in the agenda packet in regards to the decorative streetlights and the vandalism/graffiti that is taking place in the high traffic areas primarily San Gorgonio Avenue and possible Ramsey as well as where people congregate and loiter. They have received calls from the public expressing their dismay at the fact that the vandalism/graffiti is happening. He said that when they have tried to take it off it is actually taking the paint finish off with the chemicals that are being used. He went over the various options that could be used to protect the finish of these decorative streetlights and also had a sample that the Council could view.

There was some Council and staff discussion in regards to a time guarantee for this coating, what type of graffiti is being placed on the poles (markers, spray paint), is there a rush to get this completed, what type of cleaner can be used on this coating, what would be the cost to replace a pole, longevity of this coating, any other cities using this type of product, will coating impact the paint on the pole overtime, coating the whole pole or just a portion of it, and if pole has to be recoated what would the price be.

Mayor Franklin opened the item for public comments.

Don Smith said he would have to agree with Councilmember Westholder in that if the kids find out that the graffiti doesn't work on the bottom eight feet of the pole they will go higher because the main purpose of graffiti is to leave your mark. He said the best bet is to do the entire pole.

Motion Miller/Westholder that the City Council approve the Purchase Agreement Amendment to Purchase Order No. 25685 between Wesco Distribution, Inc. and the City of Banning to include the application of anti-graffiti coating to the decorative streetlights and to go with Option 1. Motion carried, all in favor.

2. Resolution No. 2014-61, Approving the Local Resource Adequacy Capacity Purchase Agreement with GenOn Energy Management, LLC for the Calendar Year 2015.
(Staff Report – Fred Mason, Electric Utility Director)

Director Mason gave the staff report on this item as contained in the agenda packet. He said each year we are required to have a certain amount of capacity. Capacity is like an insurance product. There is no energy related that we receive with this it is basically available energy if there is a need by the California Independent System Operator (CASSIO) and he further explained why this is needed.

There was some Council and staff discussion in regards to this item as to why it is needed and re-market of capacity.

Mayor Franklin opened the item for public comments; there were none.

Motion Westholder/Peterson that the City Council approve the local adequacy capacity purchase with GenOn Energy management, LLC for calendar year 2015. Motion carried, all in favor.

3. Sign Advisory Committee

(Staff Report – Zai Abu Bakar, Community Development Director)

Director Abu Bakar gave the staff report on this item asking for direction from the Council in regards to filling the three vacate positions on the committee. At the close of the application period on July 31st the City Clerk received one application from Mr. Rod Tankerson and no other applications were received. She went over the options as contained in her report and the Council could also consider going out and recruiting candidates and the Council could appoint members at the September 23rd meeting.

Councilmember Westholder said we just need to fill three vacancies or just go ahead and take the one person and the committee would be himself, Councilmember Peterson, staff and two people from the Chamber.

Director Abu Bakar said there are two people from the Chamber of Commerce and two members from the City Council. She asked the City Attorney if the Council chooses this option do they have to modify the resolution or not.

City Attorney said it would depend on what your intent is. You could go ahead with the resolution, go ahead with the committee and you would obviously have enough people to have a quorum and you could continue an effort to get more members. You can appoint the one person that did apply and you can just leave the other two seats vacant or you could resume the effort to see if once things are up and going and people see what is going on you could find the other two members.

Mayor Franklin opened the item for public comments; there were none.

There was some Council and staff discussion in regards to the options presented and the lack of community participation.

Director Abu Bakar mentioned that when they do a sign code amendment it is a public hearing process so the residents and the people in the community have the ability to participate also through the public hearing process before the Planning Commission and Council and could do a community meeting before it is taken to the Planning Commission.

Councilmember Peterson asked that with a Councilmember being on this sign advisory committee if we are out here and trying to promote a particular sign ordinance and involved in

this committee in the changing of the ordinance how is that going to affect us voting for the ordinance. Are we going to have to recuse ourselves from that vote or how is it going to work.

City Attorney said no it won't affect you in terms of being on this committee so can you vote however, the conflict of interest rules still apply if you have a business or a property being affected by the sign regulations you may have a conflict in terms of participating in the development of regulations.

Councilmember Peterson said in his particular case he owns a building but doesn't have a business but whatever sign goes up there is based on whatever the tenant would want to put.

City Attorney said the signage in theory the more signage that is permitted the more it would help the building owner. If you have a property downtown and we are dealing with a sign ordinance, there could be a conflict of interest issue. He said deciding who is on the committee there is no economic impact deciding on the committee but once the committee starts to deal with the regulations and changing them and potentially allowing more advertising than what is permitted currently he could see that there could be a conflict.

Mayor Franklin said the recommendation was to provide direction and do we need to vote on this.

City Attorney said what he kind of heard from the Council is that you want to move forward as quickly as possible. If you want the committee to get up and going right now, you could appoint this person and may need to substitute Councilman Peterson in terms of the Council representative on the committee and meanwhile it is open to further applications but the committee would be constituted and be able to go forward and start meeting.

There was some further discussion about conflict of interest and Councilmember Westholder being the CEO of his church.

City Attorney said in regards to this person who applied do you want to put him on the committee?

Mayor Franklin asked the Council if there was anybody against appointing the one person who applied. By consensus of the Council Rod Tankerson was appointed as a member of the committee.

Mayor Franklin said the next question is can we maintain the two people who have been appointed by the Council.

City Attorney said he would need to know a little more about Councilmember Westholder's situation but he thinks Councilmember Peterson would have a conflict in what he understands the scope of this committee is.

Mayor Franklin said it looks like there is a potential conflict of interest for Councilmember Peterson and he would like to be removed from the committee.

Councilmember Miller volunteered to take the place of Councilmember Peterson and Councilmember Westholder will stay on the committee if he doesn't have a conflict of interest and he will check with the City Attorney and if he does, he will step down and if not, he would like to continue.

Mayor Franklin said the committee (Sign Advisory Committee) will be made up of the two people from the Chamber of Commerce, Councilmember Miller, Councilmember Westholder, Mr. Tankerson and if Councilmember Westholder has a conflict then Councilmember Welch will fill in.

City Attorney said well stated and with one other caveat as he understands that if a couple of more people come along and want to join the committee the Council is still open to that.

There was Council consensus to what Mayor Franklin and the City Attorney just stated.

4. Ballot Measure J (Proposed Mining Tax): Ballot Arguments and Rebuttals
(Staff Report – David J. Aleshire, City Attorney)

City Attorney gave the staff report in regards to this item. He said for a number of reasons we have been considering a mining tax and some of the reasons include the fact that the current mining operations are not paying significant revenue in to the City. They pay some things but other cities have mining taxes and raise significant monies from that. The City in general because of the recession has had to cut back in its revenue and services by a third and additional mining has impacts on the city has been illustrated tonight where this one clay pipeline where it goes under Hargrave there has been a failure of the line at that location. In past studies that he has done concerning mining one mining truck does the street damage of 10,000 passenger vehicles so it only takes a few mining trucks to degrade a street so the issue that was noted concerning the potholes and bad condition of Hargrave is undoubtedly significantly due to the mining truck operations on that street. This street repair of just a 15 foot section of pipe there is an expense there and when you have to go in and rebuild streets over a period of time it can cost millions of dollars and this street will degrade much more frequently than the other streets in our community and we don't have any program at this point in time to have the mining company contributing to any kind of a fund that would provide for the long-term maintenance of these facilities that are being degraded. So in light of that the Council has discussed establishing a mining tax and actually at the last the Council meeting we discussed what the mining tax ought to be, the Council was given surveys and analysis as to what the appropriate number was and the Council decided that the mining tax should be up to 80 cents a ton. There was an ordinance that was adopted and that will be on the ballot in November so it will require a majority vote of your residents to be enacted. We have to get all of the materials together for that election by the 18th of August and they are making quite an effort to try to get everything into the County of Riverside by tomorrow. What you have on your agenda tonight is a resolution as a follow-up to what you did at the last meeting. This resolution directs the City Attorney to prepare an impartial analysis that will be printed in the ballot and also provides for the filing of written arguments in favor and opposed to the measure. One of the things that the election code provides is that if the Council wishes to submit the argument in favor of the measure the Council would have priority. After further discussion with the City Clerk and the County it was decided that there were a few more things

that ought to be put into a resolution form. The elections code does not necessarily require a resolution but thought since this meeting was going to be held anyway they would put these additional things into this resolution. The other issue is the Council last time said that you did wish to do a ballot argument so there is a draft of a ballot argument in favor of the measure and the resolution tonight would list each of the Councilmembers as signing the argument so that argument and your signatures would be in the ballot. There will be an opportunity for a counter-argument to be submitted and then there will be an opportunity for the Council to file a rebuttal argument. Staff would like the Council tonight to decide on the argument and potentially you could appoint two of your members when we get around to doing the rebuttal argument to come up with the rebuttal argument that would be printed with all of the Councilmembers signing it but would probably work with two of the Council on preparing the rebuttal argument. Those are basically the three things to adopt the resolution, decide on the argument and decide when we get to the rebuttal argument pick two people to prepare that argument.

Councilmember Welch said based on the recommendation for the statement are we making it too specific by putting in a mining impact fund comment.

City Attorney said yes and that Councilmember Miller had another draft that has been distributed and we could delete "mining impact fund". For example, that sentence could read: "Measure J gives the Banning City Council the option of creating a fund to pay for remediating mining impacts." Obviously this argument has to summarize the points in the measure. There is some language in the measure that would allow deposit of monies into a fund to alleviate these impacts but we don't have to call it "a mining impact fund" so he could change that wording the way you suggested.

Councilmember Miller said that the Council has received his suggestion for submission (see Exhibit "C") and he is just not certain what the next procedure should be. Does the Council have to approve this or can we send it to the City Attorney with suggestions from the other Councilmembers.

City Attorney said his thinking was that if we got some further input just like the comment they just got from Councilmember Welch, the Council could potentially designate Councilmember Miller to finalize the argument from the comments that the Councilmembers come up with tomorrow morning and the Council could approve this with whatever changes he is authorized to make.

Councilmember Miller made a motion that we accept the Council to prepare the argument and the statement that is available to the Council now be accepted subject to any changes suggested by the Council to him by tomorrow morning.

City Attorney said he could make that motion. The Councilmembers should make suggestions here at this meeting and then he would be able this evening or tomorrow morning to incorporate those into a new draft.

Councilmember Westholder said he doesn't know how we would do it but as we had public testimony tonight on how bad the street is on Hathaway from the truck traffic and how difficult it is for our citizens living on the east side of town he was wondering if there may be something we

can allude to that in the measure because of how bad it is impacting our streets, our citizens and we definitely need to take care of this.

Councilmember Peterson said he believes the measure statement is close to being finished and he would like to defer to Councilmember Miller and to the City Attorney to wrap it up and move it forward; he seconded Councilmember Miller's motion.

Mayor Franklin said that she just wanted to make sure that the public is aware why we are doing this and the issues are more than just saying we just want money. We do need money but it is not something that the citizens will have to pay. We need to fix our streets and need money in our general fund to assist our City in being able to take of the issues not only on Hathaway because Ramsey Street is greatly impacted also.

Mayor Franklin opened the item for public comment; there was none.

City Attorney added that these impacts are very long term. Those trucks are going up and down every day and from Monday to Tuesday you don't see a difference in the street but when you add a year and two years and ten years and you don't get to the street quickly enough then entire street has to be rebuilt and the streets that we are looking at are far gone already. Also it used to be that we had a mining operator that was paying sales tax to the City and Robertson's Ready Mix who has been in there the last five years they worked out a special deal with Corona that if they consolidated all of their sales for their mining pits in many different communities into Corona, Corona basically worked out a deal to give them back a rebate on some of those sales taxes. So once that deal occurred we stopped getting a revenue and not just this City but a number of other communities so Robertson's has gotten the benefit of getting a rebate of those taxes and is not contributing to the communities that are suffering from these impacts. So we could have moved on this much earlier but we have gotten into an economic situation where something has to be done and if we don't put something in place those streets are just going to deteriorate where they can't be fixed so this is really the time to do this. Robertson's is likely to spend significant money to try and avoid this and it is really important to explain to the community as you were pointing out the need for this. This is a very important thing to do.

Councilmember Miller clarified his motion and stated that he moves that the City Council prepare the statement for the ballot and that statement be prepared by him subject to the suggestions made by the Council at this meeting.

City Attorney said the rebuttal argument is going to be coming soon and need to add the same sort of process where Councilmember Miller will draft the rebuttal with any comments he gets from the Council.

Councilmember Miller amended his motion to add what the City Attorney just said. Seconded by Councilmember Peterson. Motion carried, all in favor.

Motion Peterson/Westholder that the City Council approve Resolution No. 2014-64, Directing the City Attorney to Prepare an Impartial Analysis, Setting Priorities for Filing Written Arguments, Providing for Rebuttal Arguments, and Preparing Council Arguments

in Favor of the Mining Tax Measure (Measure J) to be Submitted to the Voters. Motion carried, all in favor.

ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

City Council

Councilmember Welch –

- On Friday, August 14th in San Jacinto there will be a program called “Ark of Safety” forum and is free to all that would like to attend and is being hosted by Senator Mike Morrell and the Building Resilient Communities. This event will be held at the San Jacinto Assembly of God Church, 300 W. First Street from 8 a.m. to 3:00 p.m. and lunch will be served. This forum will provide free resources enabling homes to be prepared for an emergency. This will also help houses of worship prepare as groups of people. Young Homes is sponsoring this along with the Building Resilient Communities organization.

Mayor Franklin –

- SCAG (Southern California Association of Governments) is hosting a Poverty Seminar and this will be dealing with the issues of poverty and how it impacts planning. It will be held on August 20, 2014 at the IMAX location across the street from USC. It is free for anyone that would like to attend.

ITEMS FOR FUTURE AGENDAS

New Items

Councilmember Peterson would like to ask the City Manager to prepare a staff report regarding the approximate \$30,000 in delinquent utility fees owed by the Banning Chamber of Commerce and what plan does the City have to collect or recover those fees.

Mayor Franklin asked if the Council had to agree before this could be put on an agenda. City Attorney said a Councilmember can bring something up and the City Manager can then decide to make a report. It is up to the City Manager who puts together the agenda normally to decide when he would bring a report on such a subject.

Mayor Franklin asked the City Manager if he had this on his list and City Manager confirmed that he had it on his list.

Pending Items – City Council

Mayor Franklin asked if the items on the pending list could be prioritize and calendared so that they have an idea as to when they will actually be coming up.

1. Schedule Meetings with Our State and County Elected Officials
2. Discussion on how to handle loans or distributions to charities.
3. Discussion on how the City Council handles donations to the City.
4. Grocery Cart Policy
5. Workshop to discuss the future of the airport.

6. Discussion regarding Public Works Committee and Ad Hoc Committees
7. Discussion regarding City's ordinance dealing with sex offenders and child offenders
8. Discussion to move "Announcements" (events) up on the agenda after Public Comments.
9. Discussion regarding the discretionary limit of \$25,000.
10. Discussion regarding flex scheduling to keep city hall open five days a week.
11. Discussion regarding Animal Control Services.
12. Address staffing issues at the police department.
13. Review of All Contracts by the City Attorney

City Committee Reports – None

Report by City Attorney – Nothing to report at this time.

Report by City Manager – Interim City Manager reported:

- Reminder that the City Council will be dark for the August 26, 2014 meeting and September 9, 2014 meeting so the next meeting will be at the end of September.
- Reminder that Job Fair will be held on September 25th from 9 a.m. to Noon and it is open for businesses and job seekers and will be held at the Banning Community Center. Last year there were 35 companies that participated and over 500 job seekers. This information is also on the City's website.

ADJOURNMENT

By common consent the meeting adjourned at 8:03 p.m.

Marie A. Calderon, City Clerk

THE ACTION MINUTES REFLECT ACTIONS TAKEN BY THE CITY COUNCIL. A COPY OF THE MEETING IS AVAILABLE IN DVD FORMAT AND CAN BE REQUESTED IN WRITING TO THE CITY CLERK'S OFFICE.

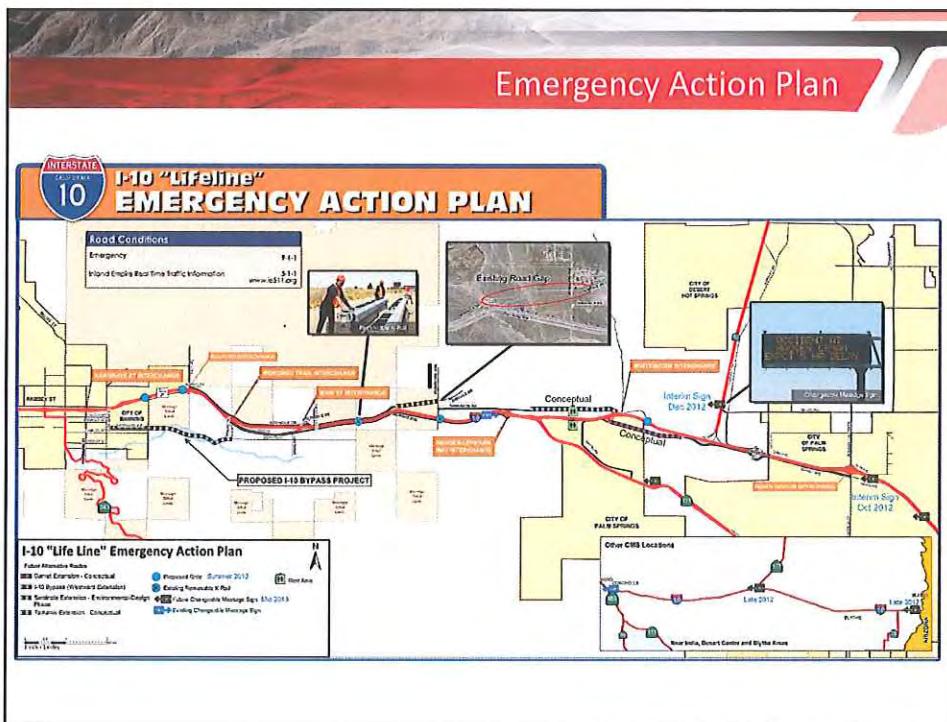


Exhibit "A"
19
Reg.mtg.-08/12/14

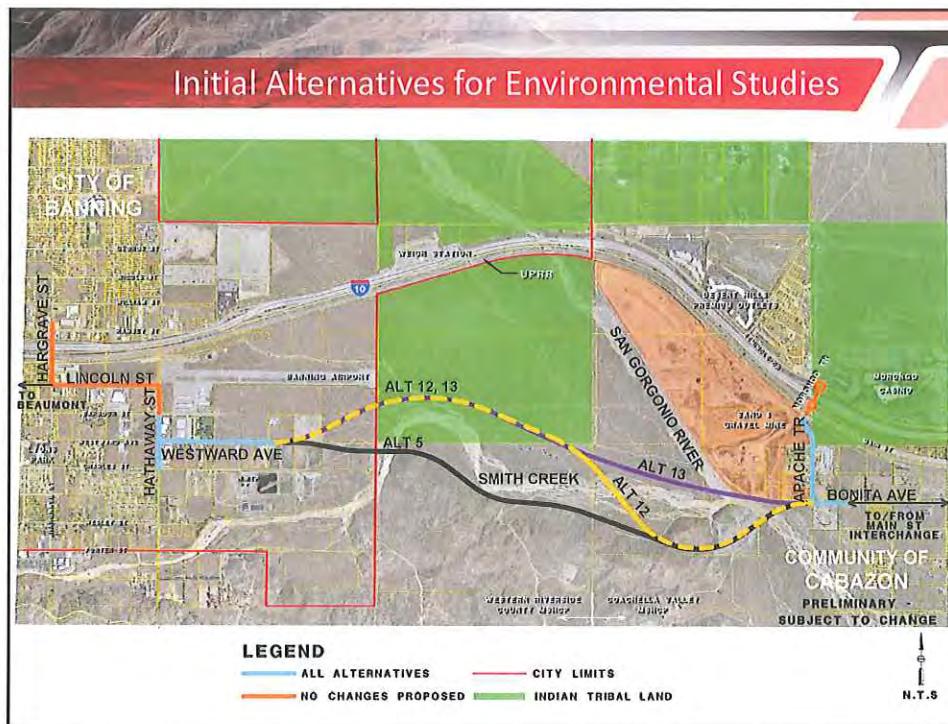


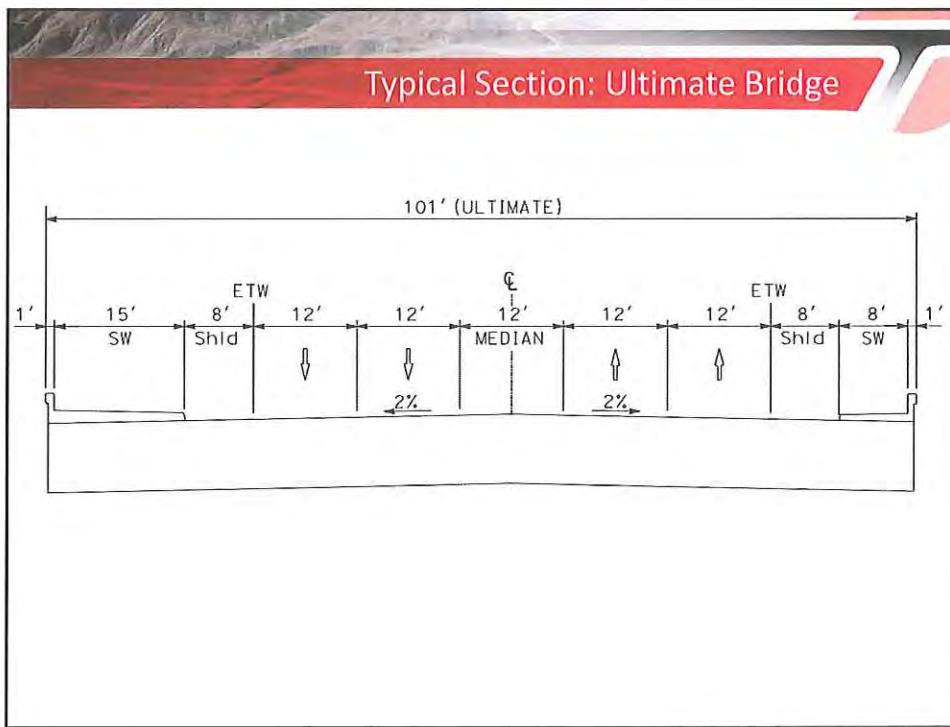


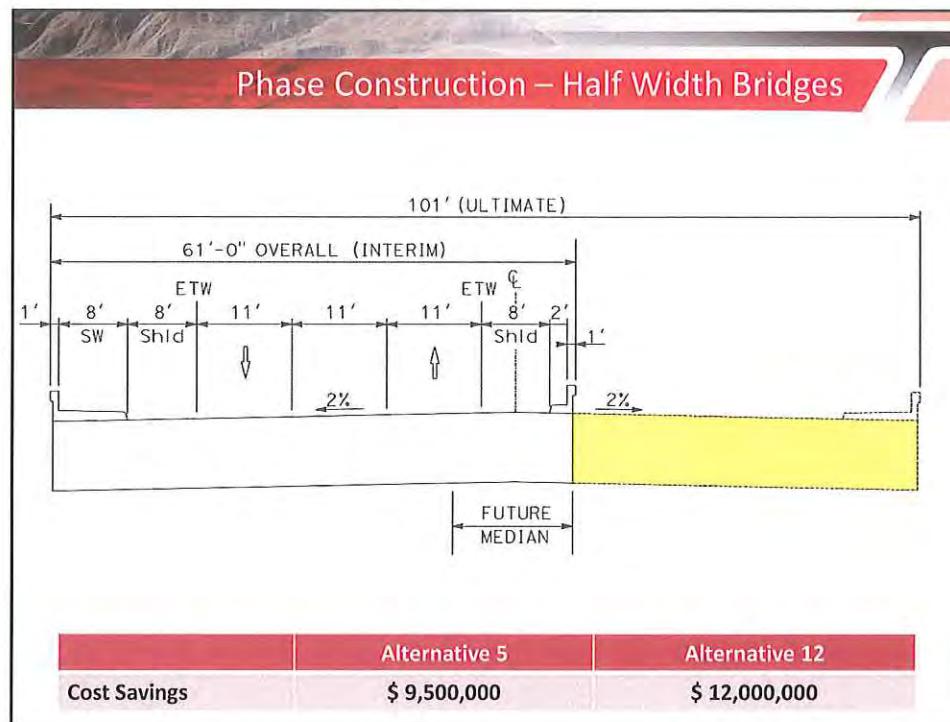
Exhibit "A"
21
Reg.mtg.-08/12/14

Estimated Capital Costs		
	Alternative 5	Alternative 12
Roadway Items	\$ 37,000,000	\$ 26,000,000
Structure Items	\$ 23,500,000	\$ 32,500,000
Subtotal Construction Costs	\$ 60,500,000	\$ 58,500,000
Right of Way	\$ 7,500,000	\$ 8,500,000*
Total Capital Cost	\$ 68,000,000	\$ 67,000,000

- Two Lane Facility
- Ultimate Four-Lane Bridges
- Ultimate Grading for Future Four-Lane Facility

* Assumes No Cost for Right of Way within Tribal Lands

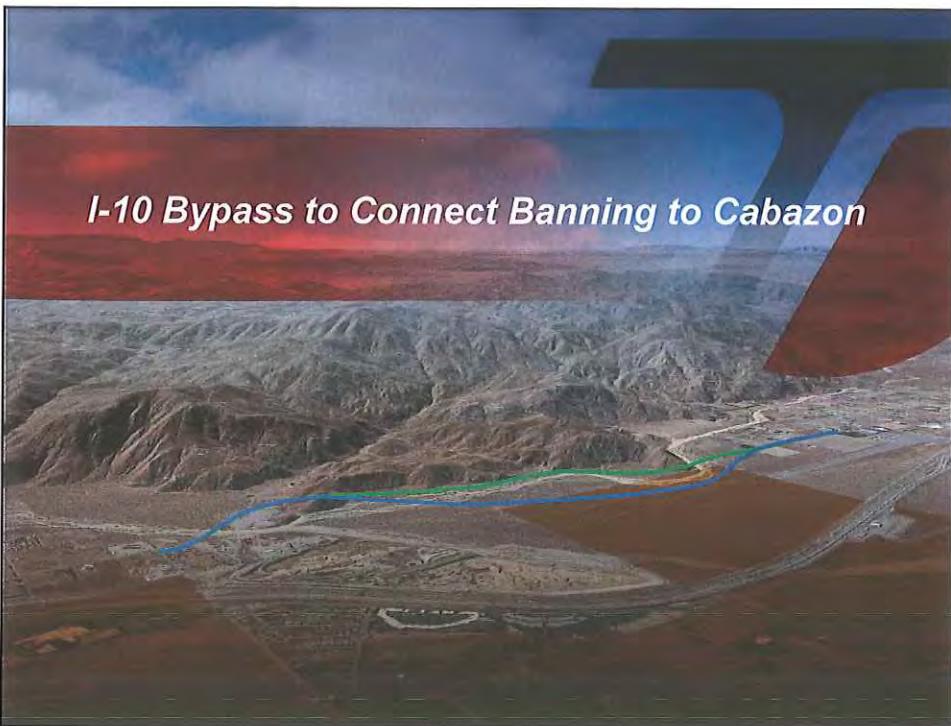
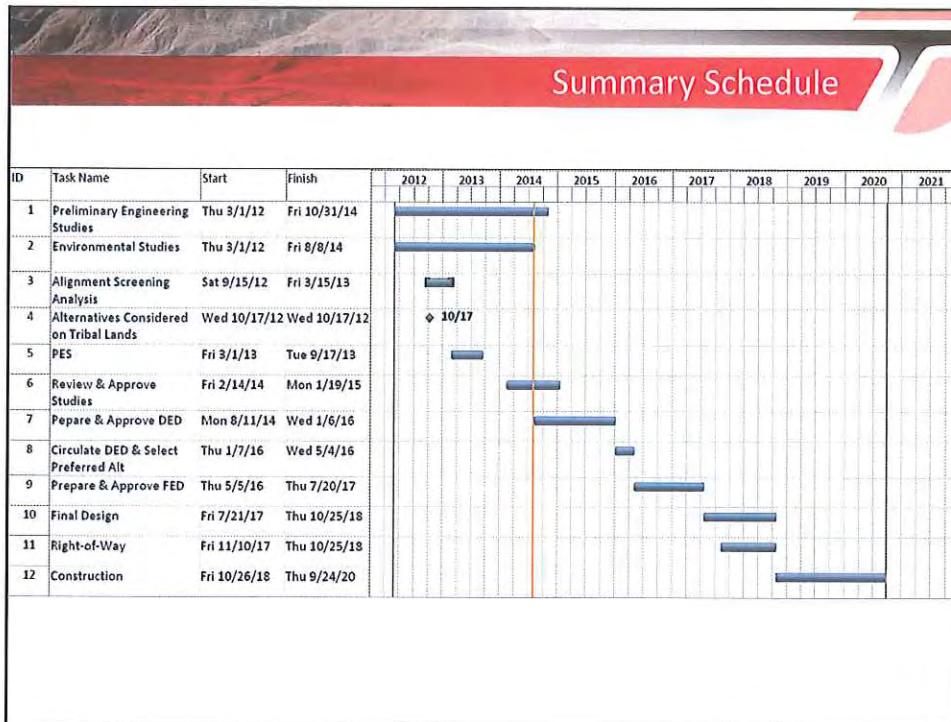


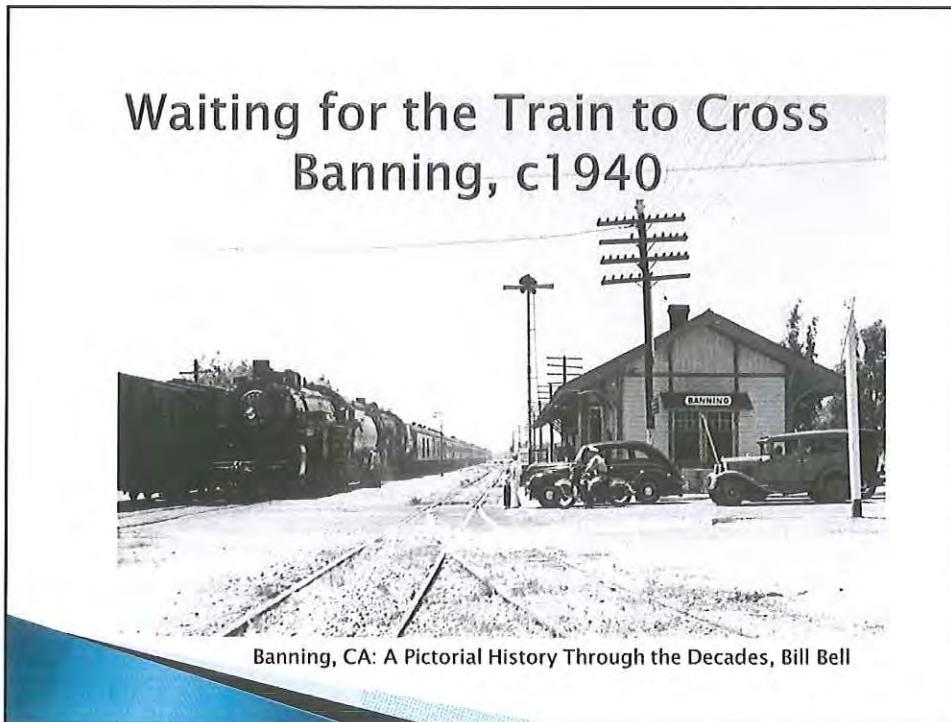


Half Width Bridge Estimated Cost Savings

	Alternative 5	Alternative 12
Baseline Total Capital Cost	\$ 68,000,000	\$ 67,000,000
Phase Construction – Half Width Bridges – Cost Savings*	(\$ 9,500,000)	(\$ 12,000,000)
Adjusted Total Capital Cost	\$ 58,500,000	\$ 55,000,000

• Future bridge widening costs:
 • Present Day: Alt 5 = \$15M, Alt 12 = \$20M
 • Year 2030: Alt 5 = \$20M, Alt 12 = \$27M (assumes a 2% annual escalation)





Sunset Avenue Grade Separation

Stage 1: Started March 17, 2014



- ▶ Westbound on and off-ramps for Sunset Avenue at I-10 closed on March 17, 2014.
- ▶ Ramps opened on April 27, 2014.

Storm Drain South of I-10 on Sunset Avenue



Sunset Roadway Excavation Between Lincoln and the Tracks



Stage 2: Started April 28, 2014

- ▶ Eastbound on and off-ramps for Sunset Avenue at I-10 closed on April 27, 2014.
- ▶ Sunset Avenue will be closed from the railroad track to Lincoln Avenue until the project concludes.

Stage 2: Scheduled Work

- ▶ Shoofly switch-over tentatively scheduled by end of September, 2014.
- ▶ Install temporary shoofly shoring in order to construct railroad bridge in Stage 3.
- ▶ Roadway excavation and fine grading EB. on/off ramps and Sunset Ave between I-10 and Lincoln.
- ▶ Asphalt concrete paving, sidewalk, curb and gutter at I-10 EB on/off ramps and Sunset Ave between I-10 and Lincoln.

Sunset Grade Retaining Wall



Retaining Wall Concrete Footing Pour



Retaining Wall Architecture Form Liner Installation



Shoofly Subgrade Looking West



Tour of Project for Businesses

Tuesday
August 12, 2014
10:00am – 11:00am



Tuesday
August 12, 2014
10:00am – 11:00am

Exclusively for the Businesses in and Around the Project Area

The City and the Construction Management Team would like to take the local businesses on an informational bus tour to see what is specifically taking place on the Sunset

Avenue Grade Separation Project. The Construction Management Team will highlight what has been completed and what is next on the schedule of construction activity. The City of Banning is providing an air-conditioned bus for the tour. Please wear comfortable clothing and shoes.

SUNSET GRADE SEPARATION PROJECT TOUR

City of Banning



BUSINESSES OPEN DURING CONSTRUCTION

CLOSURE DETOURS

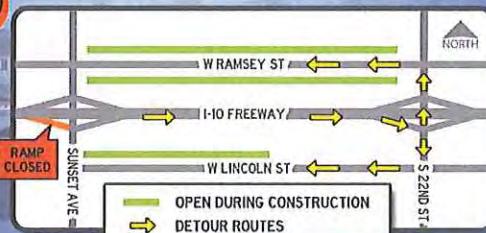
Option 1

Exit S 22nd St, turn left, turn left at W Ramsey St. Go to Sunst Ave.

Option 2

Exit S 22nd St, turn right, turn right at W Lincoln St. Go to Sunset Ave.

Eastbound I-10 Off-Ramp at Sunset Ave Closed Until Summer 2015



PLEASE SUPPORT THE BUSINESSES ALONG THE DETOUR ROUTE DURING THE ONGOING CONSTRUCTION.

www.rcprojects.org/sunsetave



Estimated Completion: Summer 2015



Thank You!



Questions ?

- ▶ Website: rcprojects.org
- ▶ Contact: Dennis Green at 909-800-0451

Ed's Suggs.
8-12-14

Measure J will not tax an resident or business, except mines extracting rock, sand and/or gravel. Measure J would simply require mines to contribute fairly as part of the Banning community.

Banning city revenues have dropped by approximately 33% as a result of the recent recession, requiring a 33% reduction in police personnel, cuts in recreational services and other services. Measure J is proposed to help the City increase necessary funding of basic public services : fire, police, recreation, planning, code enforcement, street repair and other services that benefit the City's residents.

Most residents and businesses in Banning contribute significantly to the general services through payment of fees and taxes. However, for more than the last five years mining operations in Banning have contributed relatively less,. While the vast majority of Banning business pay sales tax to fund the City's general services, mining operations currently pay none - even though the mines occupy over 180 acres in the City, and cause significant environmental effects. To correct this, Measure J is proposed. Such mining taxes are common in California.

Additionally, the City lacks the funds needed to monitor City mines as required by law , and mitigate mine-related environmental impacts. Banning residents have reported deterioration of streets and traffic conditions, increased dust and noise, erosion problems, visual blight and water quality problems from mining operations in Banning. Measure J gives the Banning City Council the option of creating a "Mining Impact Fund" to be funded by Measure J proceeds. This fund would be spent to fix, and prevent future negative environmental impacts caused by mining, and help those neighborhoods affected by the local mine.

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

8/19/14
SPECIAL MEETING

A special meeting of the Banning City Council and the City Council Sitting in Its Capacity of a Successor Agency was called to order by Mayor Franklin on August 19, 2014 at 5:03 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: Councilmember Westholder

OTHERS PRESENT: Homer Croy, Interim City Manager
Ann N. Lanphar, Assistant City Attorney
Bill Manis, Economic Development Director
Marie A. Calderon, City Clerk

CLOSED SESSION

Assistant City Attorney said the item on the closed session agenda is real property negotiations regarding 2301 W. Ramsey Street pursuant to the provisions of Government Code Section 54956.8.

Mayor Franklin opened the item for public comments and seeing no public in attendance she closed public comments.

Meeting went into closed session at 3:04 p.m. and reconvened at 6:02 p.m. with no reportable action.

ADJOURNMENT

By common consent the meeting adjourned at 6:02 p.m.

Marie A. Calderon, City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

09/09/14
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Franklin on September 9, 2014 at 5:02 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Peterson
Councilmember Welch
Councilmember Westholder
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Homer Croy, Interim City Manager
Marie A. Calderon, City Clerk

PUBLIC COMMENTS – *On Items Not on the Agenda*

Carl Douglas, Chairman for the Banning Stagecoach Days Association addressed the Council introducing some of the members present Dorothy McLean, Vicki Sellers, Amanda Sutton, Amy Pippenger, Sandra Castaneda, and Bill Lamb. He said that all the members of the committee are dedicated, creative and hard-working members of our community and they are proud to say their event that they put on was attended by many people. At the rodeo it was standing room only and the parking lots on Saturday were completely full. As a committee they would like to present a small power-point presentation at the Council's next meeting and also present sponsorship awards. He thanked the City of Banning and all of the people who supported them and as a committee they believe in Banning as do people in the surrounding communities. At this time a brochure on the rodeo was passed out to the City Council Members.

CLOSED SESSION

Interim City Manager said the item on the closed session agenda Personnel Matters pursuant to Government Code Section 54957 regarding: 1) Recruitment of the City Manager; and 2) Economic Development Director position.

Mayor Franklin opened the item for public comments and seeing no public in attendance she closed public comments.

Meeting went into closed session at 5:06 p.m. and reconvened at 5:58 p.m. with no reportable action.

ADJOURNMENT

By common consent the meeting adjourned at 5:59 p.m.

Marie A. Calderon, City Clerk

CITY COUNCIL AGENDA

Date: September 23, 2014

TO: City Council

FROM: June Overholt, Administrative Services Director/Deputy City Manager

SUBJECT: Report of Investments for July 2014

RECOMMENDATION: The City Council receive and file the monthly *Report of Investments*.

JUSTIFICATION: State law requires that a monthly report of investments be submitted to the Governing Legislative Body.

BACKGROUND/ANALYSIS: This report includes investments on hand at the end of July 2014. As of July 31, 2014, the City's operating funds totaled \$70,478,761. Included in Successor Agency operating funds is \$756,110 of restricted CRA bond proceeds that are on deposit with LAIF and reflected separately on the Summary Schedule.

As of July 31, 2014 approximately 42% of the City's unrestricted cash balances were invested in investments other than LAIF.

The July Investment Report includes the following documents:

- Summary Schedule of Cash and Investments
- Operational Portfolio Individual Investments
- Individual Investments with Fiscal Agent
- Investment Report Supplemental Information

The attached Summary Schedule of Cash and Investments has been updated to show the rate of earnings allowance received from Wells Fargo Bank. The amount earned reduces the total amount of bank fees charged.

Staff has also enhanced the Investment Report Supplemental Information to provide additional information related to Wells Fargo that will further facilitate the understanding of the Investment Report.

FISCAL DATA: The latest reports from the State indicate that the average interest achieved by the Local Agency Investment Fund (LAIF) was increased to 0.244% in July. The average rate for all investments in July was 0.343%.

RECOMMENDED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:


Homer Croy
Interim-City Manager

Summary Schedule of Cash and Investments

Operating Funds		Amount
<i>Petty Cash</i>		<u>3,705</u>
<i>Bank Accounts</i>	Interest	
Wells Fargo Bank	Rate	Amount
	0.200% *	1,838,088
Bank of America-Airport	0.300%	3,158
Bank of America-Parking Citations	0.300%	3,065
Bank of America-CNG Station	0.300%	<u>3,256</u>
<i>Money Market and Bank Account Sub-Total</i>		<u>1,847,567</u>
<i>Government Pools</i>		
Account #1 Operating Amount	38,826,163	
Account #1 CRA Bond Cash Bal.	<u>756,110</u>	
Local Agency Investment Fund: Account #1	0.244%	39,582,273
Account #2 Successor Agency Cash Bal	0	
Local Agency Investment Fund: Account #2	0.244%	<u>0</u>
<i>Government Pool Sub-Total</i>		<u>39,582,273</u>
Operating Cash Balance		41,433,545
<i>Restricted Operating Funds</i>		
Riverside Public Utilities- Highmark U.S. Government Money Market Fund	0.010%	1,134,826
California ISO Corp- Union Bank		100,173
Worker's Compensation Program- (PERMA)		1,999,152
<i>Other Investments</i>		
Investments-US Bank/Piper Jaffray - See Page 2	0.505%	25,811,064
<i>Operating Funds Total</i>		<u>70,478,761</u>
<i>Fiscal Agent</i>	Amount	
US Bank	<u>37,813,581</u>	
<i>Fiscal Agent Total</i>		<u>37,813,581</u>

* Rate of earnings allowance received, offsets analyzed bank charges.

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Operational Portfolio Individual Investments

Par Value	Investment Description	Coupon Rate	Interest Rate	Maturity Date	Purchase Date	Date	Amortization	Market Value
<u>Bank Accounts</u>								
1,838,088	Wells Fargo Bank-Operating	n/a	0.20%	daily	varies	1,838,088	n/a	1,838,088
3,158	Bank of America-Airport	n/a	0.30%	daily	varies	3,158	n/a	3,158
3,065	Bank of America-Parking Citations	n/a	0.30%	daily	varies	3,065	n/a	3,065
3,256	Bank of America-Parking Citations	n/a	0.30%	daily	varies	3,256	n/a	3,256
	Sub-total							1,847,567
<u>Government Pools</u>								
39,582,273	L.A.I.F. account #1	n/a	0.244%	daily	varies	39,582,273	n/a	39,582,273
0	L.A.I.F. account #2	n/a	0.244%	daily	varies	0	n/a	0
								39,582,273
<u>Investments-US Bank/Piper Jaffray</u>								
1,000,000	FHLMC Mtn	n/a	0.570%	6/20/2016	6/6/2013	1,000,000	1,000,000	1,000,000
1,000,000	FNMA	n/a	0.750%	12/19/2016	6/19/2013	1,000,000	1,000,000	996,150
2,000,000	FHLMC Mtn	n/a	0.375%	6/24/2016	12/24/2013	2,000,000	2,000,000	1,999,320
2,000,000	FHLMC Mtn	n/a	0.500%	6/27/2016	12/27/2013	2,000,000	2,000,000	1,998,340
2,000,000	FHLMC Mtn	n/a	0.750%	12/27/2016	12/27/2013	2,000,000	2,000,000	1,995,960
2,000,000	Federal Home Loan Bks	n/a	0.700%	12/27/2016	3/27/2014	2,000,000	2,000,000	1,995,320
2,000,000	Federal Home Loan Bks	n/a	0.900%	3/27/2017	3/27/2014	2,000,000	2,000,000	1,998,300
2,000,000	Federal Home Loan Bks	n/a	0.500%	7/15/2016	4/15/2014	2,000,000	2,000,000	1,996,680
1,000,000	Federal Home Loan Bks	n/a	1.050%	4/17/2017	4/17/2014	1,000,000	1,000,000	999,440
1,700,000	FHLMC Mtn	n/a	0.700%	12/30/2016	6/30/2014	1,700,000	1,694,883	1,694,883
3,000,000	Federal Home Loan Bks	n/a	0.660%	10/7/2016	7/14/2014	3,000,000	3,000,000	2,993,100
6,143,551	Money Market	n/a	0.010%	daily	varies	6,143,551	0	6,143,551

US BancPiper Jaffray Average Rate =

Average Rate All = 0.343%

It has been verified that this investment portfolio is in conformity with the City of Banning's investment policy which was approved by the City Council on September 24, 2013. The Treasurer's cash management program provides sufficient liquidity to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 237 days and does not include Bond Reserve Fund Investments.

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City of Banning Investment Report
Individual Investments with Fiscal Agent

July 31, 2014

TRUSTEE	Bond Issue Description	Bond Maturity Date	Investment Description	Current Yield	Bond Maturity Date	Bond Reserve Requirement	Minimum Reserve	Jul-14	Market Value
COB IMPROVEMENT DISTRICT LIMITED OBLIGATION BONDS SERIES 2005A									
2005 Fair Oaks Ranch Estates	2035	US Bank Mmkt 5-Ct		0.030%	daily	188,943	5,44	220,581	
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION, SERIES 2003									
2003 CRA Tax Allocation Bonds	2028	U S Treasury Bill		4.61%	7/28/2011	971,763	21,021.92	1,001,544	
		US Bank Mmkt 5-Ct		0.030%	daily			714,853	
		US Bank Mmkt 5-Ct		0.000%	daily			12	
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TAX ALLOCATION PARITY BONDS, SERIES 2007									
Redevelop Fund	2037	US Bank Mmkt 5-Ct		0.030%	daily		205.44	8,332,032	
		US Bank Mmkt 5-Ct		0.000%	daily			10	
		US Bank Mmkt 5-Ct		0.030%	daily	1,880,751	46.24	1,875,521	
		US Bank Mmkt 5-Ct		0.030%	daily			1,284,524	
		US Bank Mmkt 5-Ct		0.000%	daily			11	
BUA - WASTEWATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES									
Interest Account		US Bank Mmkt 5-Ct		0.000%	daily				
Principal Account		US Bank Mmkt 5-Ct		0.030%	daily				
		US Bank Mmkt 5-Ct		0.030%	daily				
		US Bank Mmkt 5-Ct		0.030%	daily				
BUA - WATER ENTERPRISE REVENUE BONDS REFUNDING AND IMPROVEMENT PROJECTS 2005 SERIES									
Interest Account		US Bank Mmkt 5-Ct		0.000%	daily				
Principal Account		US Bank Mmkt 5-Ct		0.030%	daily				
		US Bank Mmkt 5-Ct		0.030%	daily	2,310,710	56.99	2,311,314	
		US Bank Mmkt 5-Ct		0.030%	daily			1,602,082	
BFA - ELECTRIC SYSTEM REVENUE BONDS 2007 SERIES									
Acquisition & Construction		US Bank Mmkt 5-Ct		0.040%	daily		1.46	25	
		US Bank Mmkt 5-Ct		0.030%	daily	2,672,050	65.89	2,672,379	
		US Bank Mmkt 5-Ct		0.030%	daily		345.76	14,023,058	
Total									
*Paid Semi-Annually-Deposited into Money Mkt Account									
Total									
21,881.73									
37,813.581									

*Paid Semi-Annually-Deposited into Money Mkt Account

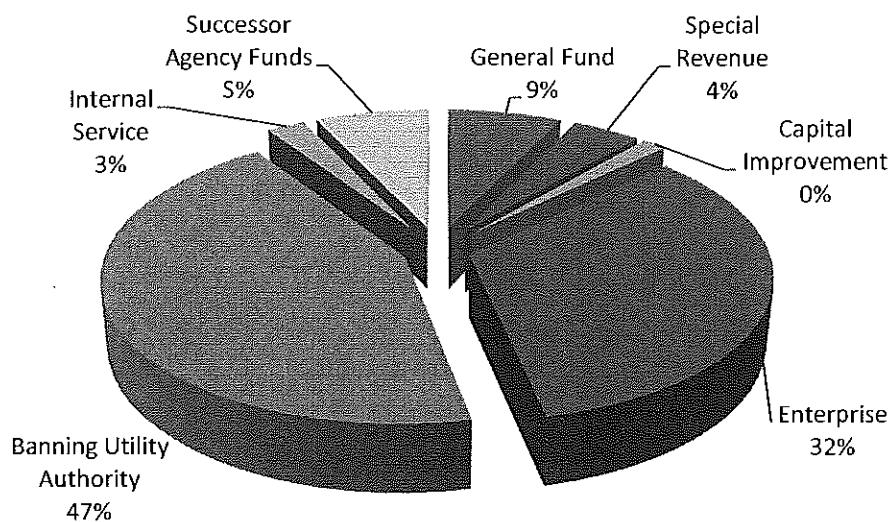
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City of Banning

Investment Report Supplemental Information

Pooled Cash Distribution

Investment reports for cities typically do not include the cash balance of the individual funds that make up the total pooled cash. This is primarily due to timing differences between when investment reports are prepared and when month end accounting entries are posted. Investment reports are usually prepared first. However, the pie chart below provides an understanding of the percentage distribution of the investments by fund type. The percentages were calculated using the average cash balances from the twelve month period of July 2013 to June 2014. *(The percentages will be updated quarterly.)*



The Table below describes the funds that are included within the Fund Types used for the pie chart.

Fund Type	Description of Funds
Governmental	General Fund
Special Revenue	Restricted Funds (i.e. CFDs, grants)
Capital Improvement	Development Impact Fee funds
Enterprise	Airport, Transit, Refuse, Electric
Banning Utility Authority	Water, Wastewater, Reclaimed water
Internal Service	Risk Management, Fleet, IT, Utility Services
Successor Agency Funds	Previously called Redevelopment Agency

Summary Schedule – Line item descriptions

Petty Cash –

The City maintains petty cash in various departments for incidental purchases. This line item includes the cash drawers for cashiering in utility billing.

Bank Accounts –

When reviewing the *Report of Investments*, please keep in mind that the balances shown on the *Summary Schedule of Cash and Investments* for bank accounts are “statement” balances. They reflect what the financial institution has on hand as of particular date and lists on their statement. They are not “general ledger” balances. General ledger balances reflect all activity through a particular date (i.e. all checks that have been written and all deposits that have been made) and is what we show on our books (the general ledger). The general ledger balance more accurately reflects the amount of cash we have available.

It should be noted that statement balances and general ledger balances can differ significantly. For example – on June 30th the statement balance for Wells Fargo Bank could show \$1,000,000, however, staff may have prepared a check run in the amount of \$750,000 on the same day. Our general ledger balance would show \$250,000, as the Wells Fargo statement does not recognize the checks that have been issued until they clear the bank.

For investment decisions and cash handling purposes staff relies on the balance in the general ledger. Staff does not invest funds that are not available. Sufficient funds must be kept in the bank accounts to cover all checks issued.

- Wells Fargo Bank – This is the City checking account. All cash receipts, payroll and accounts payables checks are processed through this account. Balances fluctuate based on activity and cash flow needs. As excess funds accumulate, they are transferred to LAIF to increase earnings. The Summary Schedule of Cash and Investments shows the rate of earnings allowance received from the bank. The amount earned reduces the total amount of bank fees charged.
- Bank of America – Airport – The City maintains a Trust account for credit card purchases made at the airport. When the account balance exceeds \$3000, excess funds are transferred to the Wells Fargo Bank account.
- Bank of America – Parking Citations – The City maintains a Trust account for the processing of parking citations through Turbo Data. When the account balance exceeds \$3000, excess funds are transferred to the Wells Fargo Bank account.
- Bank of America – CNG – The City maintains a Trust account for credit card purchases of CNG fuel made at the City yards. When the account balance exceeds \$3000, excess funds are transferred to the Wells Fargo Bank account.

Summary Schedule – Line item descriptions – Cont.

Government Pools –

- Local Agency investment Fund – Account #1
 - This account includes both City pooled funds and a restricted cash balance related to the CRA bonds. Investments in LAIF are limited to \$50M.
- Local Agency investment Fund – Account #2
 - There is currently no balance in this account.
 - Note: When the State established the cutoff date of January 31, 2012 for the elimination of the Redevelopment Agency, LAIF staff recommended a transfer of the available balance from the CRA account to the City account to protect the funds from a rumored State raid or freezing of the funds.

Restricted Operating Funds at Riverside Public Utilities –

The City Electric operation has an agreement with Riverside Public Utilities (RPU) to purchase power for the City. Part of the agreement requires that the City maintain a balance in the trust account used by RPU. The City does not control the investments or earnings of the trust account.

Restricted Operating Funds at California ISO-

The California ISO facilitates the purchase and sale of the City's electricity. The City participates in periodic Congestion Revenue Rights (CRR) auctions to acquire financial hedges for transmission congestion. In order to participate in the CRR auctions the City was required to have a secured form of financial security in the amount of \$100,000. A cash deposit was placed with Union Bank in March, 2012 to meet the requirements. The account is an interest bearing collateral account.

Restricted Operating Funds at PERMA-

The City participates in a JPA with the Public Entity Risk Management Authority (PERMA), who provides administration for the City's worker's compensation insurance program. PERMA requires the City to deposit funds into an account used by PERMA for the payment of worker's compensation claims. The City does not control the investments or earnings of this account.

Other Investments –

Currently the City works with a Piper Jaffray broker to make various investments per the City policy and in accordance with State guidelines. The Broker is not on retainer, nor do they receive a City paid fee with each investment. Funds in the Money Market fluctuate as securities mature or get called. Staff is in the process of investing the Money Market funds over several months. We will be adding an additional broker to provide more investment options.

Fiscal Agent / US Bank –

Unspent bond proceeds and required bond reserves are invested by the Fiscal Agent in accordance with the bond documents.

CITY COUNCIL AGENDA

Date: September 23, 2014

TO: City Council

FROM: June Overholt, Administrative Services Director

SUBJECT: Approval of Accounts Payable and Payroll Warrants for Month of July 2014

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

FISCAL DATA: The reports in your agenda packet cover "Expenditure Disbursements" and "Payroll Expenses" for the month of July 2014.

The reports are:

Expenditure approval lists

July 2, 2014	31,576.36
July 10, 2014	182,249.46
July 18, 2014	1,122,717.87
July 24, 2014	610,704.60
July 31, 2014	131,929.88

September 9, 2014	4,549,865.87 (July Month End)
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Payroll check registers

July 11, 2014	15,933.88
July 25, 2014	12,336.04

Payroll direct deposits*

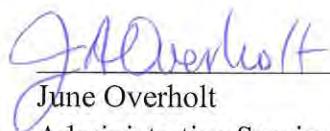
July 11, 2014	332,387.32
July 25, 2014	273,229.26

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As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

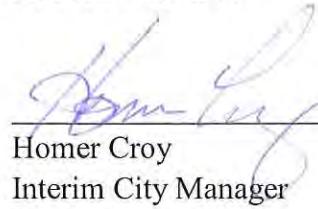
Report Prepared by: Jenna Harrell, Accounts Payable

RECOMMENDED BY:


June Overholt

Administrative Services Director

APPROVED BY:


Homer Croy
Interim City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

001 General Fund Departments

0001 – General
1000 – City Council
1200 – City Manager
1300 – Human Resources
1400 – City Clerk
1500 – Elections
1800 – City Attorney
1900 – Fiscal Services
1910 – Purchasing & A/P
2060 – TV Government Access
2200 – Police
2210 – Dispatch
2279 – TASIN – SB621 (Police)
2300 – Animal Control
2400 – Fire
2479 – TASIN – SB621 (Fire)
2700 – Building Safety
2740 – Code Enforcement
2800 – Planning
3000 – Engineering
3200 – Building Maintenance
3600 – Parks
4000 – Recreation
4010 – Aquatics
4050 – Senior Center
4060 – Sr. Center Advisory Board
4500 – Central Services
4800 – Debt Service
5400 – Community Enhancement

204 – D.A.R.E. Donation Fund
300 – City Administration COP Debt Service
360 – Sun Lakes CFD #86-1
365 – Wilson Street #91-1 Assessment Debt
370 – Area Police Computer Fund
375 – Fair Oaks #2004-01 Assessment Debt
376 – Cameo Homes
400 – Police Facilities Development
410 – Fire Facilities Development
420 – Traffic Control Facility Fund
421 – Ramsey/HIGHLAND Home Road Signal
430 – General Facilities Fund
441 – Sunset Grade Separation Fund
444 – Wilson Median Fund
451 – Park Development Fund
470 – Capital Improvement Fund
475 – Fair Oaks #2004-01 Assessment District
600 – Airport Fund
610 – Transit Fund
660 – Water Fund
661 – Water Capital Facilities
662 – Irrigation Water Fund
663 – BUA Water Capital Project Fund
669 – BUA Water Debt Service Fund
670 – Electric Fund
672 – Rate Stability Fund
673 – Electric Improvement Fund
674 – '07 Electric Revenue Bond Project Fund
675 – Public Benefit Fund
678 – '07 Electric Revenue Bond Debt Service Fund
680 – Wastewater Fund

681 – Wastewater Capital Facility Fund
682 – Wastewater Tertiary
683 – BUA Wastewater Capital Project Fund
685 – State Revolving Loan Fund
689 – BUA Wastewater Debt Service Fund
690 – Refuse Fund
700 – Risk Management Fund
702 – Fleet Maintenance
703 – Information Systems Services
761 – Utility Billing Administration
805 – Redevelopment Obligation Retirement Fund
810 – Successor Housing Agency
830 – Debt Service Fund
850 – Successor Agency
855 – 2007 TABS Bond Proceeds
856 – 2003 TABS Bond Proceeds
857 – 2003 TABS Bond Proceeds Low/Mod
860 – Project Fund

All Other Funds

002 – Developer Deposit Fund
003 – Riverside County MOU
100 – Gas Tax Street Fund
101 – Measure A Street Fund
103 – SB 300 Street Fund
104 – Article 3 Sidewalk Fund
110 – CDBG Fund
111 – Landscape Maintenance
132 – Air Quality Improvement Fund
140 – Asset Forfeiture/Police Fund
148 – Supplemental Law Enforcement
149 – Public Safety Sales Tax Fund
150 – State Park Bond Fund
190 – Housing Authority Fund
200 – Special Donation Fund
201 – Sr. Center Activities Fund
202 – Animal Control Reserve Fund
203 – Police Volunteer Fund

CITY COUNCIL AGENDA

Date: September 23, 2014

TO: City Council

FROM: June Overholt, Administrative Services Director

SUBJECT: Approval of Accounts Payable and Payroll Warrants for Month of August 2014

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

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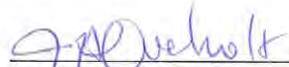
The reports are:

Expenditure approval lists	
August 7, 2014	124,261.19
August 14, 2014	757,366.06
August 21, 2014	410,206.57
August 28, 2014	431,292.09
September 15, 2014	2,470,462.50 (August Month End)
Payroll check registers	
August 8, 2014	11,392.53
August 22, 2014	10,460.32
Payroll direct deposits*	
August 8, 2014	255,930.97
August 22, 2014	264,808.07

As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

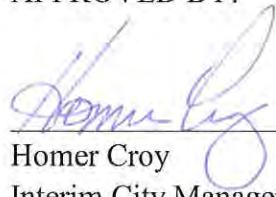
Report Prepared by: Jenna Harrell, Accounts Payable

RECOMMENDED BY:



June Overholt
Administrative Services Director

APPROVED BY:



Homer Croy
Interim City Manager

CITY of BANNING

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2060 – TV Government Access
2200 – Police
2210 – Dispatch
2279 – TASIN – SB621 (Police)
2300 – Animal Control
2400 – Fire
2479 – TASIN – SB621 (Fire)
2700 – Building Safety
2740 – Code Enforcement
2800 – Planning
3000 – Engineering
3200 – Building Maintenance
3600 – Parks
4000 – Recreation
4010 – Aquatics
4050 – Senior Center
4060 – Sr. Center Advisory Board
4500 – Central Services
4800 – Debt Service
5400 – Community Enhancement

204 – D.A.R.E. Donation Fund
300 – City Administration COP Debt Service
360 – Sun Lakes CFD #86-1
365 – Wilson Street #91-1 Assessment Debt
370 – Area Police Computer Fund
375 – Fair Oaks #2004-01 Assessment Debt
376 – Cameo Homes
400 – Police Facilities Development
410 – Fire Facilities Development
420 – Traffic Control Facility Fund
421 – Ramsey/HIGHLAND Home Road Signal
430 – General Facilities Fund
441 – Sunset Grade Separation Fund
444 – Wilson Median Fund
451 – Park Development Fund
470 – Capital Improvement Fund
475 – Fair Oaks #2004-01 Assessment District
600 – Airport Fund
610 – Transit Fund
660 – Water Fund
661 – Water Capital Facilities
662 – Irrigation Water Fund
663 – BUA Water Capital Project Fund
669 – BUA Water Debt Service Fund
670 – Electric Fund
672 – Rate Stability Fund
673 – Electric Improvement Fund
674 – '07 Electric Revenue Bond Project Fund
675 – Public Benefit Fund
678 – '07 Electric Revenue Bond Debt Service Fund
680 – Wastewater Fund
681 – Wastewater Capital Facility Fund
682 – Wastewater Tertiary
683 – BUA Wastewater Capital Project Fund
685 – State Revolving Loan Fund
689 – BUA Wastewater Debt Service Fund
690 – Refuse Fund
700 – Risk Management Fund
702 – Fleet Maintenance
703 – Information Systems Services
761 – Utility Billing Administration
805 – Redevelopment Obligation Retirement Fund
810 – Successor Housing Agency
830 – Debt Service Fund
850 – Successor Agency
855 – 2007 TABS Bond Proceeds
856 – 2003 TABS Bond Proceeds
857 – 2003 TABS Bond Proceeds Low/Mod
860 – Project Fund

All Other Funds

002 – Developer Deposit Fund
003 – Riverside County MOU
100 – Gas Tax Street Fund
101 – Measure A Street Fund
103 – SB 300 Street Fund
104 – Article 3 Sidewalk Fund
110 – CDBG Fund
111 – Landscape Maintenance
132 – Air Quality Improvement Fund
140 – Asset Forfeiture/Police Fund
148 – Supplemental Law Enforcement
149 – Public Safety Sales Tax Fund
150 – State Park Bond Fund
190 – Housing Authority Fund
200 – Special Donation Fund
201 – Sr. Center Activities Fund
202 – Animal Control Reserve Fund
203 – Police Volunteer Fund

CITY COUNCIL AGENDA

DATE: September 23, 2014

TO: City Council

FROM: Fred Mason, Electric Utility Director

SUBJECT: Notice of Completion for Project No. 2012-03, "Corporate Yard Block Wall"

RECOMMENDATION: That the City Council accepts Project No. 2012-03, "Corporate Yard Block Wall" as complete and directs the City Clerk to record the Notice of Completion.

JUSTIFICATION: Staff has determined that the project has been completed per the City of Banning Plans and Specifications.

BACKGROUND: On December 11, 2012, the City Council adopted Resolution No. 2012-96, "Awarding the Construction Contract for Project No. 2012-03, 'Corporate Yard Block Wall' and Rejecting all other Bids." The lowest bidder awarded the contract was B.W. Simmons Inc. ("Contractor") of Calimesa, California.

The scope of work under this project included the construction of a concrete masonry unit security wall along the perimeter and within the City of Banning's Corporate Yard located at 176 E. Lincoln Street. The project also included the installation of gates, gate openers, card reader pedestals, steel fencing, conduits, irrigation mainline; construction of driveways, curb and gutter, sidewalk and AC paving; as well as the removal of existing miscellaneous items.

A Notice to Proceed ("NTP") was issued to the contractor on February 4, 2013. The NTP notified the contractor that the project was to commence by February 11, 2013 and that the project must be completed within 80 working days (Monday thru Friday) as stated in the project specifications. The date of completion was therefore June 7, 2013.

During construction 72 working days were added to the project for a total of 152 working days allowed. The added days were as a result of work added to the contract outside of the original scope of work, delays due to revision to the plans, weather delays and holidays.

The project was deemed substantially complete on January 3, 2014. The contractor used 216 working days to complete the project, 64 working days over the allowed time. During the project staff provided the contractor a Weekly Statement of Working Days which kept the contractor apprised of the working days used, working days left on the contract and days over the allowed time.

The contract documents specify that the City and Contractor agree that if the project is not fully completed within the allowed time the contractor shall pay, as liquidated damages, \$750.00 per calendar day (Monday thru Sunday) to the City. The project was 92 calendar days over the

allowed time; therefore the contractor is to pay the City an amount of \$69,000.00 for liquidated damages. To date the City has withheld \$79,174.24 from the contractor in retention and payment deductions. The amount of \$10,174.24, which represents the difference between the amount withheld from the contractor and the liquidated damages owed to the City, will be paid to the contractor 35 days after the recordation of the Notice of Completion, attached as Exhibit "A".

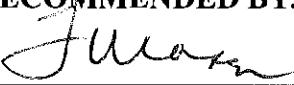
Staff has met with the Contractor to discuss the liquidated damages amount. The Contractor has expressed his disagreement and is under the opinion that the delays in the project were due to factors outside of his control.

As previously mentioned, additional work was added to the contract. The work included the demolition of an existing quonset hut, additional grading and paving, revision to the perimeter wall and application of graffiti sealer. Additionally, revisions to the project scope resulted in cost savings. The total change in the contract amount is equal to \$80,751.63.

FISCAL DATA: The original contract amount for this project was \$1,099,893.00. The final contract amount is equal to \$1,180,644.63, approximately 7.3% over the original contract amount and within the approved 10% contingency.

The amount owed to the City by the Contractor for liquidated damages in the amount of \$69,000.00 will be credited to the Electric Improvement Capital Fund and is not part of the final contract amount shown above.

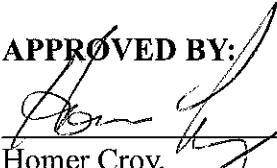
RECOMMENDED BY:



Fred Mason,

Electric Utility Director

APPROVED BY:



Homer Croy,

Interim City Manager

EXHIBIT "A"
NOTICE OF COMPLETION

1 WHEN RECORDED MAIL TO:

2
3 Office of the City Clerk
4 City of Banning
5 P.O. Box 998
6 Banning, California 92220
7

8 FREE RECORDING:

9 Exempt Pursuant to
10 Government Code §6103
11

13 NOTICE OF COMPLETION

14 PROJECT NO. 2012-03

15 CORPORATE YARD BLOCK WALL

16
17 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the
18 City of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of
19 the Civil Code of the State of California, and is hereby accepted by the City of Banning,
20 pursuant to authority conferred by the City Council this September 23, 2014, and the
21 grantees consent to recordation thereof by its duly authorized agent.

22
23 That the OWNER, the City of Banning, and B. W. Simmons, Inc. of Calimesa,
24 California, the vendee, entered into an agreement dated December 11, 2012, for
25 Construction of Project No. 2012-03, "Corporate Yard Block Wall."

26
27 The scope of work under this project included the construction of a CMU wall along the
28 perimeter and within the City of Banning's Corporate Yard located at 176 E. Lincoln
29 Street, the installation of gates, gate openers, card reader pedestals, steel fencing,
30 conduits, irrigation mainline; construction of driveways, curb and gutter, sidewalk and
31 AC paving; as well as the removal of existing miscellaneous items; in accordance with
32 the City of Banning Specifications. The limits of the project were located at 176 E.
33 Lincoln Street.

34

1 That the work of improvement was completed on January 3, 2014, for Project No. 2012-
2 03, "Corporate Yard Block Wall."

3 (1) The Nature of Interest was to address existing security issues at the City
4 of Banning's Corporate Yard.

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

8 (3) That said work of improvement was performed at 176 East Lincoln Street
9 in Banning, California 92220.

10 (4) That the original contractor for said improvement was B. W. Simmons,
11 Inc., State Contractor's License No. 356905.

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

13 (6) The nature of interest is in fee.

15 Dated: September 23, 2014

16 CITY OF BANNING
17 A Municipal Corporation

21 By _____
22 Homer Croy,
23 Interim City Manager

25 APPROVED AS TO FORM:

30 David J. Aleshire, City Attorney
31 Aleshire & Wynder, LLP

JURAT

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2014 by _____ proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Notary Public in and for said County
and State

STATE OF CALIFORNIA)

) ss

COUNTY OF RIVERSIDE)

MARIE A. CALDERON, being duly sworn, deposes and says:

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

Executed on _____, 2014 at Banning, California.

City Clerk of the City of Banning

**CITY COUNCIL AGENDA
CONSENT ITEM**

DATE: September 23, 2014

TO: City Council

FROM: Duane Burk, Director of Public Works

SUBJECT: Resolution No. 2014-62, "Approving a Professional Services Agreement to Western Riverside Council of Governments for Residential and Commercial Diversion Services"

RECOMMENDATION: The City Council adopt Resolution No. 2014-62, "Awarding a Professional Services Agreement to Western Riverside Council of Governments for Residential and Commercial Diversion Services" in the amount of \$100,000.00 (\$50,000.00 per year for FY 2014/2015 and FY 2015/2016).

JUSTIFICATION: It is essential to award a professional services agreement to Western Riverside Council of Governments ("WRCOG") in order to continue providing Residential and Commercial Diversion Services for the City of Banning.

BACKGROUND: WRCOG is an association that represents member local governments, mainly cities and counties, that seek to provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines. Some of the major areas that WRCOG assist local agencies and counties with are regional transportation issues, community growth and development and environmental issues. WRCOG has continuously provided the City of Banning with valuable services within the realm of environmental compliance. The most recent professional services agreement between the City of Banning and WRCOG expired on June 30, 2014 and thus it is prudent to issue a new contract Agreement.

The scope of services include staffing for outreach events, promotional development, chamber events, commercial business visits, household hazardous waste and bulky goods events, business workshops, and franchise agreement assistance. The services provided ensure the City is in compliance with AB939 which requires mandated local jurisdictions to meet the solid waste diversion goal of 50 percent. The California Integrated Waste Management Board determines this diversion by looking at the base-year solid waste generation to determine the amount of solid waste diverted. Each jurisdiction is required to create an Integrated Waste Management Plan that looks at recycling programs, purchasing of recycled products and waste minimization. WRCOG's services also ensure the City is in compliance with AB341 which requires mandatory commercial recycling by certain businesses and public entities and sets a state wide 75 percent waste diversion goal.

The proposed professional services agreement, attached hereto as Exhibit "A," is for twenty-four (24) months beginning July 1, 2014 and ending June 30, 2016 with a thirty (30) day termination clause and with a provision to extend the contract for an additional two years, based upon an annual review of the provided services.

FISCAL DATA: The term of this agreement is for two years and the total funding required is in the amount of \$100,000.00 (\$50,000.00 per year for FY 2014/2015 and 2015/2016). The required funds have been budgeted, for both years, in Refuse Account No. 690-9600-453.33-11 (Professional Services).

RECOMMENDED BY:

Duane Burk,
Director of Public Works

REVIEWED BY:

JAO
June Overholt,
Administrative Services Director/
Deputy City Manager

APPROVED BY:

Homer Croy
Homer Croy,
Interim City Manager

RESOLUTION NO. 2014-62

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS FOR RESIDENTIAL AND
COMMERCIAL DIVERSION SERVICES**

WHEREAS, Western Riverside Council of Governments (“WRCOG”) is an association that represents member local governments, mainly cities and counties, that seek to provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines such as regional transportation issues, community growth and development and environmental issues.; and

WHEREAS, WRCOG has continuously provided the City of Banning with valuable services within the realm of environmental compliance; and

WHEREAS, the most recent professional services agreement between the City of Banning and WRCOG expired on June 30, 2014 and thus it is prudent to issue a new contract Agreement; and

WHEREAS, scope of services include staffing for outreach events, promotional development, chamber events, commercial business visits, household hazardous waste and bulky goods events, business workshops, and franchise agreement assistance; and

WHEREAS, WRCOG’s services will ensure that the City of Banning remains in compliance with AB939 (solid waste diversion) and AB341 (commercial recycling); and

WHEREAS, the proposed professional services agreement is for two years: FY 2014/2015 and FY 2015/2016 and includes a provision to extend the agreement for an additional two years based upon a review of the services provided.

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

SECTION 1. City Council adopts Resolution No. 2014-62, “Approving a Professional Services Agreement to Western Riverside Council of Governments for Residential and Commercial Diversion Services” in the amount not to exceed \$100,000.00 (\$50,000.00 per year for FY 2014/2015 and 2015/2016).

SECTION 2. The City Manager is authorized to execute the professional services agreement between the City of Banning and WRCOG, in a form approved by the City Attorney, for two years: FY 2014/2015 and FY 2015/2016. This authorization will be rescinded if the contract agreements are not executed within forty-five (45) days of the date of this resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of September, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon,
City Clerk of the City of Banning

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-62 was adopted by the City Council of the City of Banning at the regular meeting thereof held on the 23rd day of September, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon,
City Clerk of the City of Banning

EXHIBIT “A”
PROFESSIONAL SERVICES AGREEMENT
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(WRCOG)

CONTRACT SERVICES AGREEMENT
FOR SERVICES RELATED TO RESIDENTIAL AND
COMMERCIAL DIVERSION

By and Between

**THE CITY OF BANNING,
A MUNICIPAL CORPORATION**

and

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

**AGREEMENT FOR CONTRACT SERVICES FOR SERVICES RELATED TO
RESIDENTIAL AND COMMERCIAL DIVERSION
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this **1st day of August, 2014** by and between the **CITY OF BANNING**, a municipal corporation ("City") and **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**, ("Consultant" or "Contractor"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."). (The term Consultant includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

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

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement Services Agreement and the City Manager has authority to execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities

necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Consultant warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Consultant 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 Work, whichever is later) after the date of final acceptance, Consultant shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Consultant shall act sooner as requested by the City in response to an emergency. In addition, Consultant shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other Consultants) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Consultant's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Consultant shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. 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 the Consultant. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Consultant for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Consultant agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Consultant fails to perform 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 Work and any work damaged by such work or the replacement or correction thereof at Consultant's sole expense. Consultant shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant 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 the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, **shall not exceed FIFTY THOUSAND DOLLARS (\$50,000.00) per year** (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (Principals) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Jennifer DiCiano</u> (Name)	<u>Program Manager</u> (Title)
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<u>Taylor York</u> (Name)	<u>Staff Analyst</u> (Title)
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<u>TBD</u> (Name)	<u>Intern</u> (Title)
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers,

employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days

prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3. .

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Consultant shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Consultant promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Consultant shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost

of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of _____ Not Applicable _____ (\$____N/A____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such

as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

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

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

Homer Croy, Interim City Manager

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONSULTANT:

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: Rick Bishop
Name: Rick Bishop
Title: WRCOG Executive Director

By: _____
Name: _____
Title: _____

Address: 415 E. 11th Street, Suite 200
Riverside, CA 92507
(951) 787-1200

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

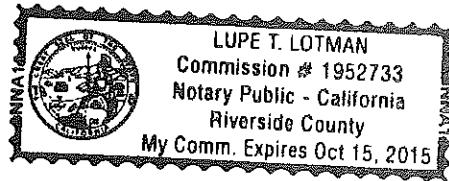
COUNTY OF

On 11/15/14 before me, Lupe T. Lotman, personally appeared Lupe T. Lotman, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Lupe T. Lotman



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 CORPORATE OFFICER
Lupe T. Lotman
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

Contract
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

11/15/14
DATE OF DOCUMENT

None
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

Lupe T. Lotman, County of Riverside
Notary Public #1952733

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services for a two year period beginning July 1, 2014 and ending June 30, 2016:

- A. Attend monthly meetings with City staff and WMI staff to address any issues with the waste and recycling hauling services.
- B. Attend and provide updates to the City Council on endeavors made to promote recycling and waste reduction.
- C. Assist the City in any franchise agreement negotiations or rate analysis as needed.
- D. Promote the City's Bulky Goods Day events via Utility Billing inserts two (2) times per year and work each event.
- E. Promote the City's Household Hazardous Waste events via PennySaver and/or The Record Gazette two (2) times per year.
- F. Design, develop, and print a comprehensive business brochure that outlines all the services available through the City's current waste hauler including the following: listings of local recycling centers and additional resources where businesses can take recyclable materials or schedule to have items picked up.
- G. Create and mail a letter with brochure to all businesses that details the new outreach efforts of existing programs. WRCOG staff would then follow up with the businesses through phone calls and site visits.
- H. Conduct, at a minimum, two (2) workshops for businesses. These workshops will feature speakers from the waste haulers, local diversion centers and other businesses with successful diversion programs. Surveys will be used to determine the best times, dates, and interest in the program from the business community.
- I. Distribute a business tool kit to businesses that attend the workshops and provide additional outreach materials.
- J. Attend Chamber of Commerce meetings and mixers to provide recycling information to the businesses.
- K. Provide articles to the Chamber of Commerce to include in their monthly newsletters.
- L. Work with the Chamber of Commerce to give presentations to the business

community on business recycling.

- M. Create a page on City's website including but not limited to the following: valuable links; upcoming events and dates; general information such as recycling guide, bin colors, list of recyclable items; outreach efforts; events pictures, etc.
- N. Negotiate and Prepare Construction and Demolition Services/Regulations with Waste Management to be included in Franchise Agreement by June 2015 which is to include but not limited to the following: require a percentage of waste to be recycled, work with City staff to determine necessary guidelines, select a process to be monitored by Waste Management to alleviate City staff from monitoring responsibilities, develop necessary forms, documents, tracking system, etc.

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

- A. Minutes summarizing monthly meetings.
- B. Council presentation materials providing Council updates on endeavors made to promote recycling and waste reduction.
- C. Provide rate analysis sheets and documents related to negotiations with Waste Management.
- D. City utility bill insert advertisements three (2) times per year promoting the Bulky Item events.
- E. PennySaver or Record Gazette advertisements two (2) times per year promoting the Household Hazardous Waste (HHW) events.
- F. Business brochures outlining available services.
- G. Letter to businesses detailing new outreach efforts/existing programs.
- H. Materials and presentation for Business Recycling Workshops.
- I. Business tools kits
- J. Monthly newsletters for the Chamber of Commerce.
- K. Presentation materials for the business community.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

Monthly summary reports to be submitted to the City recapping progress and efforts.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Jennifer Diciano, Program Manager

B. Taylor York, Staff Analyst

C. Araceli Ruiz, Secretary

D. TBD, Intern

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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EXHIBIT "C"
COMPENSATION

I. Consultant shall provide services at the following rates:

The total funding in the amount of \$50,000 per year is budgeted for fiscal year 2014-2015 and 2015-2016. Funding will be dispersed at completion of each task and upon approval of the City of Banning, Director of Public Works. Tasks for 2015-2016 to be developed by June 30, 2015.

Activity	Budget	Performance Time
A. Staffing for outreach events, promotional development, chamber events, commercial business visits, HHW and bulky goods events, business workshops, and franchise agreement assistance. (estimated cost, could be less and if so will use funds for other items listed below)	\$44,065.00	July, 1 2014 – June 30, 2015
B. Business kits-estimated cost, (could be more)	\$2,000.00	November/December 2014
C. Chamber news articles and printing of brochures	\$1000.00	Monthly
D. Mileage for events	\$200.00	July 1, 2014 – June 30, 2015
E. Advertisements for HHW, Bulky Goods Events, Business Expo, and Art Festival.	\$2,735.00	Dates provided by Riverside County
Total for Fiscal Year 2014-2015	\$50,000.00	July 1, 2014 – June 30, 2015

II. Payments will be made based upon the satisfactory completion of the task.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.

- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed \$50,000.00 per year, as provided in Section 2.1 of this Agreement.**
- VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
Billable Rates for Fiscal Year 2014-2015

A. Jennifer DiCiano, Program Manager	\$ 39.98/hour
B. Taylor York, Staff Analyst	\$ 20.46/hour
C. Araceli Ruiz, Secretary	\$ 23.33/hour
D. TBD, Intern	\$ 12.50/hour
E. TBD, Technician	\$ 14.95/hour

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

	<u>Deadline Date</u>
A. Meeting Minutes	7 days after meeting
B. Council Presentation Materials	Quarterly
C. Rate Analysis/Negotiations docs	As needed
D. PennySaver Advertisements	30 days prior to event
E. Business Brochures	As needed
F. Business Letter	As needed
G. Business Tool Kits	March 2015
H. Chamber of Commerce Monthly Newsletter	10 days prior to Chamber deadline

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT “B”

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(WRCOG)**

RESPONSIBILITIES FOR CITY OF BANNING

Western Riverside Council of Governments Program Responsibilities for the City of Banning includes:

1. Attend monthly meetings with City staff and WMI staff to address any issues with the waste and recycling hauling services.
2. Attend and provide updates to the City Council on endeavors made to promote recycling and waste reduction.
3. Assist the City in any Franchise Agreement negotiations or rate analysis as needed.
4. Promote the City's Bulky Goods Day events via utility billing inserts and the Record Gazette two times per year and work each event.
5. Create the flyer/insert and pay infosend to insert the Bulky Goods Day flyer into the utility bill 2 times per year.
6. Provide FREE Shredding for residents and businesses at a minimum of one Bulky Goods Day event.
7. Promote two of the four City's Household Hazardous Waste Events via the PennySaver and/or Record Gazette two times per year.
8. Design, develop, and print comprehensive business brochure that outlines all the services available through the City's current waste hauler, listing of local recycling centers, and a listing of additional resources where businesses can take recyclable materials or have recyclable materials picked up.
9. Create and mail a letter with the brochure to all businesses that details the new outreach efforts of existing programs. WRCOG staff would then follow up with the businesses through phone calls and site visits.
10. Conduct, at a minimum, two (2) workshops for the businesses including Apartment Complexes. These workshops will feature speakers from the waste haulers, local diversion centers, and other businesses with successful diversion programs. Surveys will be used to determine the best times, dates, and interest in the program from the business community.
11. Distribute the business tool kit that would goes along with the business workshops and provide additional outreach materials for the businesses.
12. Attend Chamber of Commerce meetings and mixers to provide recycling information to the businesses.
13. Provide articles to the Chamber of Commerce to include in their monthly newsletters as needed.
14. Work with the Chamber of Commerce to give presentations to the business community on business recycling.

15. Create a page on City's website including but not limited to valuable links, upcoming events and dates; general information such as recycling guide, bin colors, list of recyclable items, etc.; outreach efforts, events pictures, etc.
16. Negotiate and Prepare Construction and Demolition Services/Regulations with Waste Management to be included in Franchise Agreement by June 2015 which is to include but not limited to the following: require a percentage of waste to be recycled, work with City staff to determine necessary guidelines, select a process to be monitored by Waste Management to alleviate City staff from monitoring responsibilities, develop necessary forms, documents, tracking system, etc.

Tangible work products provided to the City:

1. Minutes summarizing meetings held with the City of Banning and Waste Management.
2. City Council presentation materials providing Council updates on endeavors made to promote recycling and waste reduction as needed.
3. Provide rate analysis sheets and documents related to negotiations with Waste Management as needed.
4. Utility bill inserts two (2) times per year promoting the Bulky Item events.
5. PennySaver or Record Gazette advertisements two (2) times per year promoting the Household Hazardous Waste events and work the two events handing out oil drain containers, shops rags, oil funnels, and the Residential Recycling Guide created by WRCOG.
6. Business brochures outlining available services, updated as needed.
7. Letter to businesses detailing new outreach efforts/existing programs as needed.
8. Purchase materials and create presentation for Business Recycling Workshops.
9. Purchase items for the Business tools kits as needed.
10. Monthly newsletters for the Chamber of Commerce.
11. Purchase items to promote recycling for the business community.
12. Purchase items to hand out to residents and businesses to promote recycling for Stagecoach Days, Earth Day, The Disaster and Safety Fair, Spring Festival, and other community events.
13. Provide gloves, trash bags, litter grabbers, t-shirts, water and lunch for community clean-ups, and work the clean-up events.

Summary for the City of Banning's Used Oil Payment Program OPP 4:

The City Manager for Banning authorizes the funding to go to WRCOG by signing an authorization letter required in the application. WRCOG implements the required tasks, and submits the annual report required under this funding. The funding is based on population, at 27 cents per person.

Summary of outreach includes:

- Site visits to used oil certified centers twice a year include:
 - ✓ AutoZone
 - ✓ Certified Tire & Service Center
 - ✓ Diamond Hills Auto Group
- Provide on-site Oil Filter Exchange Events/Radio Remotes at the AutoZone Parts Store twice a year.
- Provide advertising to all Banning residents advertising the Radio Remote events.
- Staff time (Over Time) to work the Oil Filter Exchange Events/Radio Remotes events.
- Participate in community events and staff overtime to work the events.
- Provide pallets of oil drain containers to certified centers upon request (centers hand out free containers to residents/customers who change their own oil).
- Provide premium items to hand out to residents during the community events and AutoZone events such as oil drain containers, shop rags, funnels, oil filter wrenches, and pay for new oil filters during the oil filter exchange events.
- Post events on WRCOG website and Face book.
- Provide AutoZone with flyers to hand out to customers advertising oil filter exchange events two-weeks prior.
- Provide AutoZone with information regarding the County Household Hazardous Waste Collection Program to distribute to customers.
- The 1-800- hotline number is placed on all educational materials and WRCOG staff manages the 1-800- hotline in Spanish and English.
- WRCOG staff answers questions and provides direction to Banning residents calling the hotline number.

Description of a Used Oil Filter Exchange event/radio remote:

- The event always takes place on a Saturday from 9:00 a.m. to 1:00 p.m.
- The Radio station and their staff are live on-site for two hours.
- 2 Pallets of oil drain containers (144) to hand out to residents.
- Shop rags, funnels, and oil filter wrenches are given away to participants.
- Advertise the event in the PennySaver and/or Record Gazette.

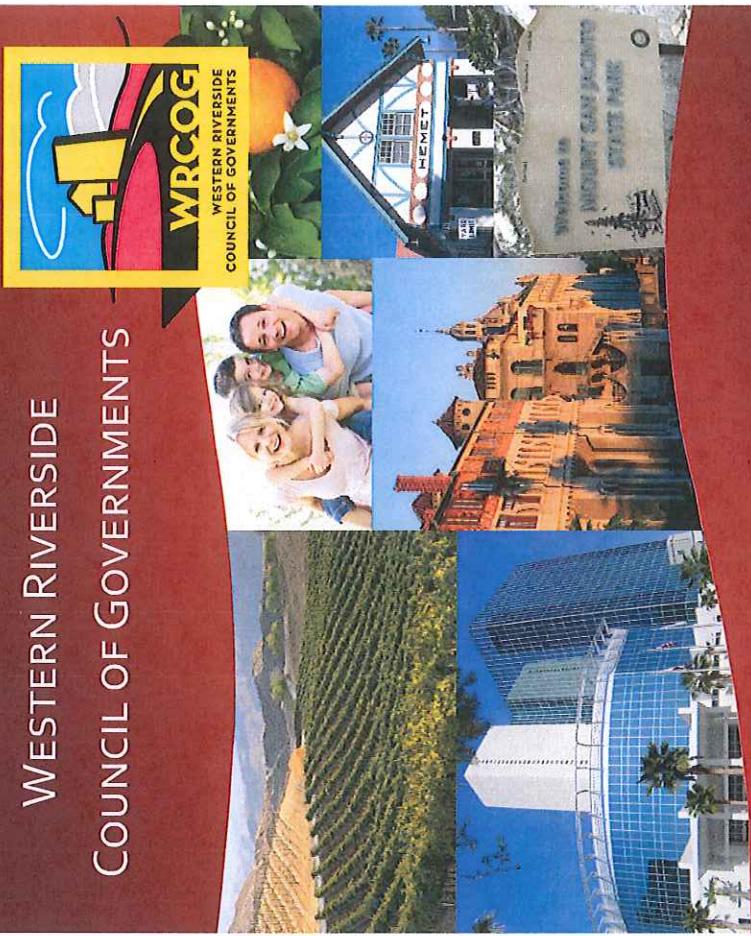
Upon Request each Certified Center receives oil drain containers to give away to the Do-it-Yourselfer (DIY) oil changer when they drop off their used oil for recycling.

EXHIBIT “C”

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(WRCOG)**

GENERAL INFORMATION

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS



- 2,024 SQUARE MILES
- 1.7 MILLION RESIDENTS
- 17 JURISDICTIONS AND 2 REGIONAL WATER DISTRICTS

RESPECT LOCAL CONTROL...
PROVIDE REGIONAL PERSPECTIVE.



4080 LEMON STREET, 3RD FLOOR, MS 1032 | RIVERSIDE, CA 92501 | PHONE: 951.955.7985
FAX: 951.787.7991 | www.wrcog.cog.ca.us

4080 LEMON STREET, 3RD FLOOR, MS 1032 | RIVERSIDE, CA 92501 | PHONE: 951.955.7985
FAX: 951.787.7991 | www.wrcog.cog.ca.us

ABOUT US



Western Riverside Council of Governments (WRCOG) serves one of the fastest-growing subregions in the State of California and the United States. Its 17 member cities and the County of

Riverside are home to 1.7 million people, and some 700,000 will join us by the year 2035. With this significant growth coming our way, profound challenges and opportunities lie ahead that will require the kind of attention and consensus-building that the unique WRCOG forum provides.

Recognizing that many issues related to growth are not constrained by political boundaries, WRCOG focuses on a number of regional matters important to our future. By working together through its committee structure and utilizing existing resources, WRCOG is cost-effective by reducing duplication of effort and sharing information, enabling strong advocacy and strengthening Western Riverside County's standing in Southern California and the State.

Today, WRCOG's program areas are as varied and diverse as the subregion itself, including transportation, housing, environment, energy, economy and growth. Please take a few moments to peruse this booklet to learn more about WRCOG's many programs and efforts, all of which are designed to make Western Riverside County a better place to live, work, and play.



RECOGNITION

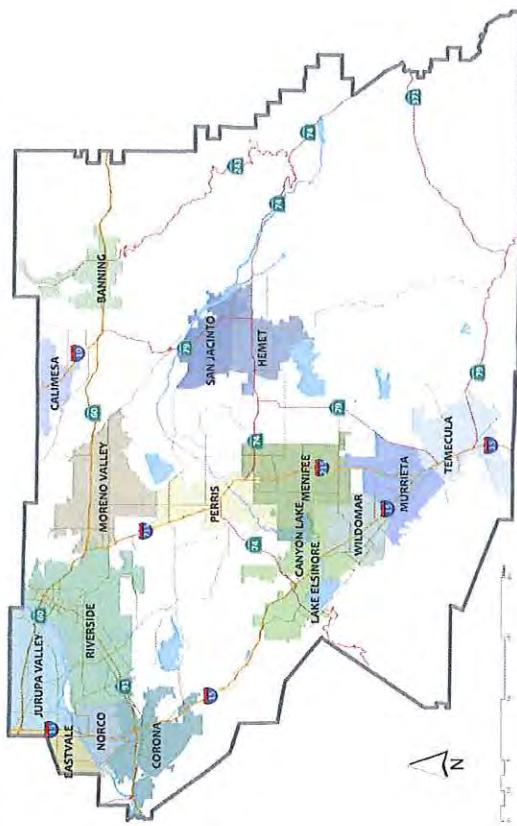
Outstanding Regional Planning Agency
(American Planning Association - Inland Empire Section) 2007

Creative Media — "Open for Invention"
(American Planning Association - Inland Empire Section) 2007

Distinguished Regional Leadership
(Southern California Association of Governments) 2007

Clean Air Award — Public Education
(South Coast Air Quality Management District) 2007

OUR REGION



RECOGNITION



President's Award for Excellence — HERO Program
(Southern California Association of Governments) 2012

Organizational Leadership — WRCOG Regional Energy and Environmental Programs
(Urban Land Institute - Orange County / Inland Empire Chapter) 2012

Best Residential Partnership — HERO Program
(U.S. Green Building Council - California) 2012

State Annual Award — Comprehensive Annual Financial Report
(California Society of Municipal Finance Officers) 2012

Vision Award — 4-city Neighborhood Electric Vehicle Plan
(Urban Land Institute - Orange County / Inland Empire) 2011

Outstanding Journalism — “e-communicator” electronic newsletter
(American Planning Association - Inland Empire Section) 2009

Focused Issue Planning Excellence — WRCOG/SANDAG I-15 Interregional Partnership
(American Planning Association - Inland Empire Section) 2009

Outstanding Education Project — 1st Annual Environmental Youth Conference
(American Planning Association - Inland Empire Section) 2008

Outstanding Planning Project — Transit Oriented Development Study
(American Planning Association - Inland Empire Section) 2008

Outstanding Journalism — TUMF Program Annual Report
(American Planning Association - Inland Empire Section) 2008

TRANSPORTATION UNIFORM MITIGATION FEE



WRCOG's work has been catapulted into the national spotlight as the creator and administrator of the Transportation Uniform Mitigation Fee (TUMF) Program. Implemented in July 2003, after years of technical work by staff among WRCOG's jurisdictions, the TUMF

Program is the largest multi-jurisdictional fee program in the nation, not surprising news given that Western Riverside County will remain among the fastest growing areas in California for many years to come.

TUMF is an important way to ensure that growth does not create gridlock on regional highways. Fees paid by new development will, during the next 25 years, contribute to the construction of nearly \$4 billion in transportation improvements in Western Riverside County. Although TUMF is a long-term Program, significant progress is already evident. 46 TUMF-funded projects have been completed, 8 are under construction, 28 are in engineering or right-of-way acquisition, and 27 are in the planning and environmental stages.



USED OIL AND FILTER RECYCLING



CLIMATE ACTION PLAN



Every year Americans throw away enough used motor oil to fill 120 supertankers. Used oil from a single oil change can contaminate a million gallons of fresh water, the equivalent to one year's supply of water for 50 people.

WRCOG's award winning Regional Used Oil Program is leading the effort to protect groundwater and the environment from the hazards of improperly disposed motor oil. WRCOG's Program has certified more than 150 used oil and oil filter collection centers throughout Western Riverside County, including two airport centers and three collection centers along local inland waterways. The Program distributes used oil drain containers at local car shows and community events, and educates the "do-it-yourself" (DIY) oil changer about proper disposal of used oil and filters. At the popular "Oil Filter Exchange Event" Programs, WRCOG partners with local radio and Kragen/O'Reilly Auto Parts stores to provide the DIYer a free oil filter when they drop off their used one for recycling. Since the launch of the Program, there have been over 60 Oil Filter Exchange Events throughout Western Riverside County, and more than 3,400 new oil filters have been given away to DIYers. Funded entirely from the Department of Resources Recycling and Recovery (CalRecycle), the Program has recycled more than one million gallons of used oil and nearly 5 tons of oil filters.

WRCOG also provides a regional clean boater campaign which has supplied over 2,500 boat owners with tips and tools for clean boating practices. With more than 56,000 registered vessels in the Riverside County area, this Program is becoming increasingly important to keeping our waterways clean.



WRCOG has initiated a three-year program to prepare a Climate Action Plan (CAP) for Western Riverside County. Funded through a grant from the California Strategic Growth Council, the Western Riverside County CAP

will establish policies and priorities to enable member jurisdictions to implement strategies that successfully fulfill the requirements of AB 32 and SB 375. The CAP proposes to address greenhouse gas (GHG) emissions in Western Riverside County by preparing GHG inventories, identifying emission reduction targets, and developing and evaluating GHG reduction measures or strategies. The CAP strategies can be uniformly applied, or tailored as needed, for adoption by individual jurisdictions.

This Program will engage WRCOG's member jurisdictions, local and regional agencies, and the public in an iterative process to determine the best strategies for reducing GHG emissions and enhancing the subregion's sustainability. The CAP will closely coordinate with the Western Riverside Energy Leader Partnership (WREL) to incorporate energy efficiency recommendations from the WREL Program in order to provide a comprehensive plan.



FOLLOW WRCOG

Follow WRCOG on Twitter and Facebook to stay up to date on our projects and news!



Facebook.com/wrcog



Twitter.com/wrcog

Visit us on the web at: www.wrcog.cog.ca.us

HIGHWAY 395 CORRIDOR



WRCOG received a grant from Caltrans to prepare a Study for a shared 16-mile, north-south arterial which parallels Interstate 15 and runs through the four contiguous Cities of Lake Elsinore, Murrieta, Temecula and Wildomar in Southwest Riverside County. The purpose of the Study is to develop a comprehensive transportation and land use plan to bring consistency to the individual city planning efforts, stimulate greater dialogue, and identify land use and transportation opportunities that can create a corridor that will achieve maximum efficiencies to serve future residents and employers. Through a community-based planning process, the Study will evaluate existing conditions and anticipated growth patterns, and identify opportunities to increase mobility and economic development.



SUSTAINABILITY FRAMEWORK

WRCOG received funding from the California Air Resources Board through the SCAG Compass Blueprint program to develop a framework document that will be utilized to refine the development of a subregional Sustainability Plan for Western Riverside County. The Plan will focus on developing strategies for addressing the region's significant projected



growth and its impact in six key areas identified by WRCOG's Executive Committee: transportation, energy generation and transmission including renewables, water and wastewater delivery capacity, economic development, health and education. The WRCOG Executive Committee recognized that these six areas are all inter-related and must be addressed collectively in Western Riverside County if the subregion is to prosper in the future. The Executive Committee convened subcommittees for each key area to further define the various components, goals and strategies that the subregion should consider in developing a regional approach to sustainability.

CLEAN CITIES COALITION



WRCOG's Clean Cities Coalition is nationally recognized for its efforts to promote clean air by encouraging the use of alternative fuel vehicles and development of alternative fueling infrastructure and technologies. In 2012, WRCOG's Clean Cities Coalition was recognized by the U.S. Department of Energy as a "Top 7 Innovative Coalition."

In March 2012, the Coalition hosted its 5th Annual Environmental Youth Conference, held at the Diamond Valley Lake Visitor Center in Hemet. The Conference was attended by more than 200 middle school students and teachers from schools in the WRCOG subregion. The Conference allowed students to participate in educational tracks examining issues related to air quality, water, green cities, and conservation.

Also in March, the Coalition's 13th Annual "Advancing the Choice" Expo was held at the South Coast Winery & Resort in Temecula. The theme for the Expo, "Gear up for the Future - Choose the Right Alternative Fuel for You," encompassed regulatory fleet updates and presentations on the latest technologies in electric vehicles and emission reductions, state and local regulations, and alternative fuel technologies. The Expo featured a number of alternative fuel vehicles for both fleet and everyday driving applications.



ENERGY AND WATER EFFICIENCY FINANCING



WRCOG's HERO program is a regional effort that provides low interest financing to property owners to install energy-efficient, renewable energy, and water conservation improvements to homes and businesses in the subregion. With \$325 million in private investment, the Program is the largest of its kind in the U.S. Program participants simply complete an application, select a contractor, and make the improvements, being sure to secure all necessary local jurisdictional permits. Repayment occurs over a specified number of years through the owner's annual property tax bill. For conventional loans, the assessment stays with the property, to be assumed by the next owner upon sale of the property. The Program is a win-win at numerous levels. For property owners, energy and water conservation improvements will yield reduced utility bills and improve property values. For Western Riverside County, the Program will create energy savings for the fast-growing region, reduce greenhouse gas emissions associated with energy use, and bring and retain needed jobs for area contractors.

AB 811, chaptered in July 2008, authorizes local governments to establish these kinds of programs. To achieve economies of scale, WRCOG developed the HERO Program on behalf of its member jurisdictions. The Program's goal is to retrofit 10% of the subregion's older properties, which will save the region approximately 464 billion BTU's, or 45 million kWh's.



www.beariversideHERO.com

ENERGY LEADER PARTNERSHIP



Since 2010, WRCOG's Western Riverside Energy Leader Partnership, consisting of WRCOG, Southern California Edison, and 11 member jurisdictions, has helped the subregion achieve nearly 1 million kWh in energy savings, decreasing greenhouse gases by 1,046 metric tons. This Program is designed to optimize opportunities for participating jurisdictions to achieve both short- and long-term sustainable energy savings, reduce utility bills, and enhance the level of comfort by retrofitting municipal buildings and facilities. A public outreach program encouraging residents in Western Riverside County to conserve energy is also part of the Partnership.

MULTI-FAMILY RECYCLING



Recycling for residents of multi-family dwellings (MFD) poses a challenge for many communities. MFD residents can generate a large amount of a community's residential waste, yet these residents are frequently left out of community curbside recycling programs. Many MFD buildings were not designed with recycling in mind and typically have limited space in areas for the collection and storage of recyclables.

WRCOG received funding from the California Department of Conservation to partner with four local waste haulers to establish the first multi-family dwelling recycling program in California. The funding allowed WRCOG to implement recycling for more than 2,600 multi-family units. The success of the Program also included the diversion of over 156 tons of recyclables from local landfills, and the establishment of 33 MFD recycling programs in Western Riverside County.



WESTERN RIVERSIDE COUNTY

Clean Cities Coalition

The members of the Western Riverside County Clean Cities Coalition work together to improve the quality of life in Western Riverside County, by promoting petroleum displacement strategies, advanced vehicle technologies, and other practices that lead to improved air quality and a healthier community. The Coalition is administered by the Western Riverside Council of Governments (WRCOG). California has pioneered aggressive policies concerning clean fuels,

Membership Benefits:

- Access to tools and resources including:
 - Support from a network of public and Private alternative fuel industry stakeholders and experts
 - Assistance with grant writing
 - Funding opportunities
 - A Forum for the exchange of ideas and information through quarterly stakeholder meetings and periodic workshops
- Updates on the latest alternative fuel technologies, policies, and regulations
- Access to educational opportunities, including local workshops and discounts to regional and national events.
- Recognition as a member of the Clean Cities community

Recent and Ongoing Activities

- In 2012-2013, the Coalition worked with the University of California, Los Angeles Luskin center and Southern California Association of Governments on the completion of the Western Riverside County Plug-In Electric Vehicle Deployment Plan.
- The Annual Advancing the Choice Expo (ATC): Provides an opportunity for local fleet managers, fuel providers, and vehicle manufacturers to network and share advancements and new technologies in alternative fuels and alternative fuel vehicles (AFVs).
- The Annual Environmental Youth Conference (EYC): Brings together hundreds of local middle school students to teach them about recycling, conservations, and how to live a more sustainable lifestyle.
- Middle School Program: Teaches middle school students in the classroom about air quality.
- In 2014, the Coalition hosted a Propane Landscape Equipment Workshop: presents the latest technology and benefits of using propane to fuel in landscaping equipment.
- Completed a number of Success Story publications highlighting the successful efforts of our stakeholders, one of which received recognition in 2011 for coordinator participation.
- Hosted a number of workshops from 2011 to 2014, highlighting the benefits of using alternative fuels, giving both fleets and the public the opportunity to experience alternative fuel vehicles first hand.
- Hosted successful National Odyssey Alternative Fuel Day and National Plug-In Day in 2012 and 2013
- Efforts to collaborate with other coalitions and regional agencies earned the coalition a 'Best Coalition Collaboration' award from the U.S. Department of Energy in 2012.
- During 2013, Coalition stakeholders achieved a 17% reduction in petroleum fuel usage and a 23% reduction in greenhouse gas emissions over 2012.

For more information about the Coalition please contact **Jennifer DiCiano at (951) 955-8587 or diciano@wrcog.cog.ca.us.**

**CITY COUNCIL AGENDA
CONSENT**

Date: **May 13, 2014**

TO: **City Council**

FROM: **Bill R. Manis, Director of Economic Development/Public Information Officer**

SUBJECT: **Confirmation of intent with respect to the City's retention for government use of two real property sites described within the Long-Range Property Management Plan prepared by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning**

RECOMMENDATION:

That the City Council adopt Resolution 2014-66 (Attachment 1) confirming its intent with respect to the City's retention for government use of two real property sites described within the Long-Range Property Management Plan prepared by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning.

BACKGROUND:

Pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency").

Per HSC § 34191.5 (b), the Successor Agency was required to prepare a Long-Range Property Management Plan (the "LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency. Consistent with the HSC, the LRPMP is required to be approved by the Successor Agency's Oversight Board and the California Department of Finance ("DOF") prior to its implementation. The Successor Agency and the Oversight Board originally approved the LRPMP on September 10, 2013 and September 24, 2103, respectively, and was thereafter submitted to DOF for review.

In response to DOF's March 12, 2014 LRPMP review letter, it became necessary to revise the LRPMP. The revised LRPMP was approved by the Successor Agency and the Oversight Board on July 8, 2014 and July 24, 2014, respectively, and was resubmitted to DOF for review. Subsequent to discussions with DOF staff, the Successor Agency was advised that DOF would approve the revised LRPMP subject to receiving a City Council Resolution confirming the City Council's intent with respect to the City's retention for government use of two real property sites described within the LRPMP (i.e., 128 North San Gorgonio Avenue and 60 East Ramsey Street)(the "Government Use Properties").

An excerpt from the LRPMP pertaining to the Government Use Properties (i.e., Section III of the LRPMP), inclusive of the City's intent with respect to the use of the Government Use Properties, is included as Exhibit "A" to the attached Resolution. Approval of the attached Resolution will

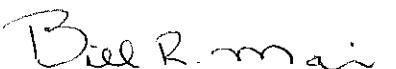
confirm for DOF the City Council's intention with respect to the use the Government Use Properties, as described within Exhibit "A" to the attached Resolution.

The attached Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines. The attached Resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines.

FISCAL DATA:

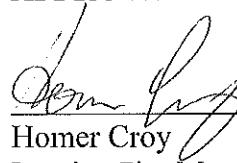
The recommended action does not, in itself, cause any new financial obligations.

RECOMMENDED BY:



Bill R. Manis,
Economic Development Director/PIO

APPROVED BY:



Homer Croy
Interim City Manager

Attachment:

1. Resolution No. 2014-66

105

ATTACHMENT 1

RESOLUTION NO. 2014-66

RESOLUTION NO. 2014-66

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING CONFIRMING ITS INTENT WITH RESPECT TO THE CITY'S RETENTION FOR GOVERNMENT USE OF TWO REAL PROPERTY SITES DESCRIBED WITHIN THE LONG-RANGE PROPERTY MANAGEMENT PLAN PREPARED BY THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, per HSC § 34191.5 (b), the Successor Agency was required to prepare a Long-Range Property Management Plan (the "LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency; and

WHEREAS, consistent with the HSC, the LRPMP is required to be approved by the Successor Agency's Oversight Board and the California Department of Finance ("DOF") prior to its implementation; and

WHEREAS, the Successor Agency and the Oversight Board originally approved the LRPMP on September 10, 2013 and September 24, 2103, respectively, and was thereafter submitted to DOF for review; and

WHEREAS, in response to DOF's March 12, 2014 LRPMP review letter, it became necessary to revise the LRPMP; and

WHEREAS, the revised LRPMP was approved by the Successor Agency and the Oversight Board on July 8, 2014 and July 24, 2014, respectively, and was resubmitted to DOF for review; and

WHEREAS, subsequent to discussions with DOF staff, the Successor Agency was advised that DOF would approve the revised LRPMP subject to receiving a City Council Resolution confirming the City Council's intent with respect to the City's retention for government use of two real property sites described within the LRPMP (i.e., 128 North San Gorgonio Avenue and 60 East Ramsey Street)(the "Government Use Properties"); and

WHEREAS, an excerpt from the LRPMP pertaining to the Government Use Properties (i.e., Section III of the LRPMP), inclusive of the City's intent with respect to the use of the Government Use Properties, is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to this Resolution, the City Council desires to confirm for DOF its intention with respect to the use the Government Use Properties, as described within Exhibit "A"; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

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

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. It is the City's intent to use the Government Use Properties consistent with the applicable provisions of the Successor Agency's LRPMP, as more specifically described within Exhibit "A".

SECTION 3. This Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines.

SECTION 4. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 23rd day of September 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California do hereby certify that the foregoing Resolution No. 2014-66 was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 23rd day of September 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

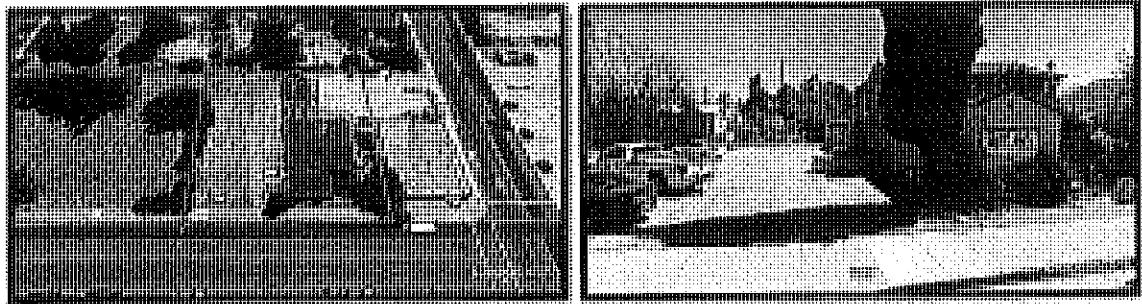
Marie A. Calderon, City Clerk
City of Banning, California

EXHIBIT "A"

**SECTION III OF THE SUCCESSOR AGENCY'S
LONG-RANGE PROPERTY MANAGEMENT PLAN
PERTAINING TO THE
GOVERNMENT USE PROPERTIES**



Site No. 1
City Hall Parking Lot
128 N San Gorgonio Av
APN 541-141-013



A. Permissible Use (HSC 34191.5(c)(2)):

Site No. 1 is the City Hall Parking Lot property and is proposed to be retained by the City of Banning for governmental use as a City Hall parking lot pursuant to HSC 34181(a).

B. Acquisition of Property (HSC 34191.5 (c)(1)(A) and 34191.5(c)(1)(B)):

The former redevelopment agency purchased the City Hall Parking Lot property in November 2008 for \$481,061 (which is the Successor Agency's book value). The acquisition was financed through a Note (the "2008-Note") secured by a Deed of Trust. The property is slated for the development of a City Hall employee parking lot, thereby releasing existing City Hall parking for use by the clientele of the new State Courthouse which is currently under construction within the Project Area. The property's current estimated value ("ECV") is -\$86,155 (i.e., negative \$86,155), as further explained below in Section D.

C. Site Information (HSC 34191.5(c)(1)(C)):

The City Hall Parking Lot property consists of one (1) 0.27-acre parcel (APN 541-141-013) located at 128 N. San Gorgonio Avenue. A 4,000 sf vacant 2-story building is located on the property. The property is zoned downtown commercial (DC) per the City's General Plan/Zoning Ordinance. The DC zoning designation applies to the City's traditional commercial core with primary uses as small scale commercial retail and office, services, governmental services, restaurants, and entertainment.

D. Estimated Current Value (HSC 34191.5 (c)(1)(D)):

The ECV of the City Hall Parking Lot property is -\$86,155 (i.e., a negative \$86,155). To determine the ECV for the City Hall Parking Lot property, a fair market value appraisal was obtained from Integra Realty Resources. The two appraisers assigned to the project both hold MAI designations. The appraisal is dated June 11, 2014 and reflects a value date of June 2, 2014. The appraisers used the sales comparison approach with an offset for the estimated \$25,000 cost to demolish the dilapidated structure on the property (based on Marshall and Swift data). The appraisal did not take into consideration the cost of a required environmental study and the cost of site remediation for lead-based paint and asbestos abatement prior to demolition of the structure on the property, which must be considered in determining the ECV, as described herein. The appraiser did not include any other offsets. Based on this, the appraisers determined the market value of the property as of June 2, 2014 to be \$90,000. However, in order to determine the ECV,



it was necessary to deduct from the appraiser's value the following: (i) the unpaid balance of the note secured by a deed of trust recorded against the property; (ii) the cost of an environmental study; and (iii) the cost of site remediation for lead-based paint and asbestos abatement that must be performed prior to demolition of the structure on the property. After accounting for the additional costs, the ECV is effectively -\$86,155 (i.e., a negative \$86,155), as depicted below:

Appraised Value:	\$90,000
Unpaid Balance on Note:	(135,655)
Environmental Analysis:	(9,500)
<u>Lead-Based Paint and Asbestos Abatement:</u>	(30,000)
Total (ECV):	(\$86,155)

In addition, it is important to note that once the property is transferred to the City of Banning at no cost, the City will assume the note and the responsibility for the environmental analysis and the abatement of the lead-based paint and asbestos. Further, the City will also assume the estimated \$25,000 demolition cost and the cost of developing the property into a City Hall parking lot, which the City's Public Works Department has estimated to cost approximately \$94,000. All together, the City's costs are estimated to be \$294,155, or approximately \$300,000.

E. Site Revenues (HSC 34191.5(c)(1)(E):

There is no revenue generated from the City Hall Parking Lot property.

F. History of Environmental Contamination ((HSC 34191.5 (c)(1)(F):

Except for the presence of lead-based paint and asbestos within the structure on the property, there is no history of any other environmental contamination. Once the property is transferred to the City, the City will assume the responsibility for testing and abating the building of lead-based paint and asbestos consistent with the standards for such abatement work.



G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC 34191.5 (c)(1)(G):

The property will be used for City Hall employee parking and therefore, does not have any direct potential as a TOD site. The City Hall Parking Lot property, once developed for parking by the City, will advance the planning objectives of the City and the Successor Agency by facilitating ease of access to public services in the Downtown Core by creating a City Hall employee parking lot, thereby releasing existing City Hall parking for use by the clientele of the new Courthouse, and investing in public improvements that support businesses that create new, quality jobs (e.g. State Courthouse).

H. History of Previous Development Proposals and Activity (HSC 34191.5 (c)(1)(H):

In 2007, funding for the Banning Courthouse was initiated through the State Budget Act of 2007. In November 2008, the State acquired a 4.86-acre site on Ramsey Street, between Martin and East Williams Streets, from the City of Banning. The Courthouse is currently under construction and is expected to be completed in 2014. As noted in Section B above, the City Hall Parking Lot property was purchased by the former redevelopment agency in November 2008.





I. Sale of Property:

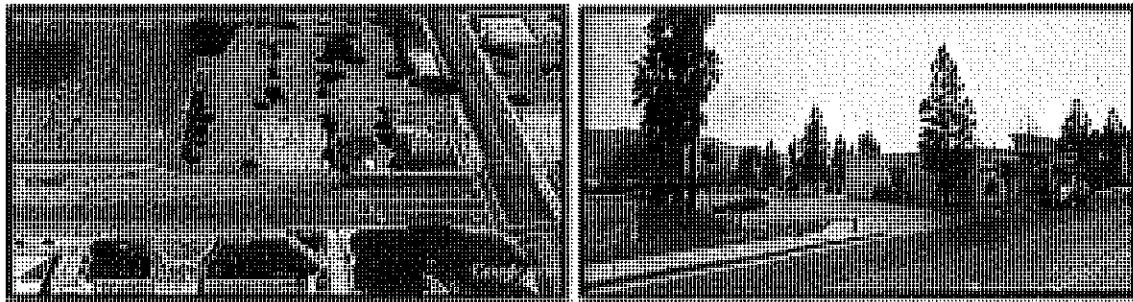
The City Hall Parking Lot property is to be transferred to the City at no cost for future development of a City Hall Parking Lot. The Property as an ECV of -\$86,155 (i.e., a negative \$86,155) and it is estimated that the City will assume additional costs of approximately \$300,000 to retire the existing debt on the property, study and abate lead-based paint and asbestos within the existing structure, demolish the existing structure, and develop the parking lot.

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will transfer the City Hall Parking Lot property to the City of Banning at no cost.



Site No. 2
City Hall Annex
60 E. Ramsey Street
APN 541-181-014, 021, & 023



A. Permissible Use (HSC 34191.5(c)(2)):

Site No. 2 is the City Hall Annex and is proposed to be retained by the City of Banning for governmental use as a City Hall Annex pursuant to HSC 34181(a).

B. Acquisition of Property (HSC 34191.5 (c)(1)(A) and 34191.5(c)(1)(B)):

The City Hall Annex property was purchased by the former redevelopment agency in April 1996 for \$3,845 (which is the Successor Agency's book value), to alleviate blight within the Project Area. In 2005, the City Hall Annex was leased to the Banning Chamber of Commerce as a part of a relocation plan with respect to the development of the City's new Police Station, which is east of and adjacent to City Hall. The matter of the relocation plan and the property's estimated current value ("ECV") of \$10,000.00, are further explained below in Section D.

C. Site Information (HSC 34191.5(c)(1)(C)):

The City Hall Annex property consists of three (3) parcels totaling 0.41 acres (APN 541-181-014, 021, & 023) located at 60 E. Ramsey Street. The property, which includes a 3,360 sf building, is leased to the Banning Chamber of Commerce through June 14, 2055. The property is zoned downtown commercial (DC) per the City's General Plan/Zoning Ordinance. The DC zoning designation applies to the City's traditional commercial core with primary uses as small scale commercial retail and office, services, governmental services, restaurants, and entertainment.

D. Estimated Current Value (HSC 34191.5 (c)(1)(D)):

To determine the ECV for the City Hall Annex property, a fair market value appraisal was obtained from Integra Realty Resources. The two appraisers assigned to the project both hold MAI designations. The appraisal is dated June 11, 2014 and reflects a value date of June 2, 2014. The appraisers used the income capitalization approach to value the property. Based on the net present value of \$1.00 per year of rental income over the next 41 years, plus an allocation for the value of reversion to land, the appraisers determined the market value of the property as of June 2, 2014 to be \$10,000.

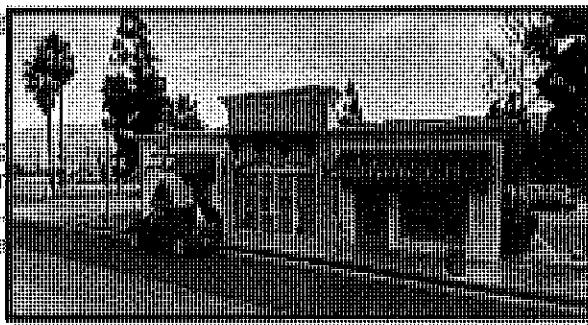
Based on the foregoing, the \$10,000 ECV of the City Hall Annex property is based on the assumption that the current tenant, the Banning Chamber of Commerce, remains in place through June 14, 2055, which is the expiration date of the lease. In addition, the Banning Chamber of Commerce sub-leases a portion of the property to the Southern California Gas Company as a



utility bill payment center. Therefore, if for any reason the lease and the sub-lease are terminated early without cause by the Successor Agency or the City (depending on which entity would theoretically take such an action), then as a result of the obligation to make legally required relocation and loss of goodwill payments, the ECV could be as much as -\$10,000,000 (i.e., a negative \$10 million). Most of this estimate would consist of payments for the bonus value of the current lease.

The estimated value of a theoretical relocation of the Banning Chamber of Commerce and the Gas Company was prepared by Urban Futures, Inc. ("UFI"), the City of Banning's financial advisors. In preparing this estimate, UFI considered the cost for compensation, reimbursement, assistance, including, but not limited to, the fair market value of real and personal property, loss of good will (i.e., bonus value of the lease), loss of profits, actual and reasonable expenses for moving a business, loss of tangible personal property as a result of moving the business, expenses incurred in searching for a replacement site for the business, expenses to re-establish the business at the new site, "in-lieu payments," and other such benefits under the California Relocation Assistance Act, Title 25 of the California Code of Regulations, Article 1, Section 9 of the California Constitution, the California Eminent Domain law, or other similar local, state, or federal statute, ordinance, regulation, rule, or decisional law.

Given the estimated costs for early termination of the lease, the City of Banning would occupy the property once the lease expires according to its own terms, thus saving the tax-payers an estimated \$10 million.



E. Site Revenues (HSC 34191.5(c)(1)(F)):

Pursuant to the lease with the Banning Chamber of Commerce, the Successor Agency receives \$1 per year in rent. There is no contractual agreement for the use of the \$1.00 annual lease payment.

F. History of Environmental Contamination ((HSC 34191.5 (c)(1)(F)):

There is no history of environmental contamination.

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC 34191.5 (c)(1)(G)):

The property in question will be used as a City Hall Annex and therefore, does not have any direct potential as a TOD site.

Prior to the expiration of the lease (i.e., June 14, 2055), the property will continue to be occupied by the Banning Chamber of Commerce. The Chamber's continued occupancy of the property will advance the planning objectives of the City and the Successor Agency by facilitating the ease of which businesses access the Chamber's services in the Downtown Core. The Chamber is considered a major partner with the City in the retention, expansion, and attraction of businesses. The planning objectives to enhance and grow the City's economy are spurred on by the Chamber as they support the economic development and tourism efforts of the City and the region. Upon the expiration of the lease, the property will be utilized by the City of Banning for its purposes to serve the community.





H. History of Previous Development Proposals and Activity (HSC 34191.5 (c)(1)(H)):

Prior to occupying the City Hall Annex property, the Chamber of Commerce was located at 125 E. Ramsey Street. As a part of the development plan for the new Police Station, during 2005 it was necessary to relocate the Chamber from the 125 E. Ramsey Street property. As a part of the relocation plan for the new Police Station, the former redevelopment agency relocated the Chamber to its current location. As a part of that relocation program, the former redevelopment agency entered into a 50-year lease with the Chamber for the property in lieu of paying any relocation/loss of goodwill costs. The Chamber has served the City in its current location for the past 9 years.

I. Sale of Property:

The Property is to be transferred to the City at no cost for future use as a City Hall Annex. The Property has an ECV of \$10,000 and the City will assume all of the landlord's responsibilities with respect to the Property for the remaining 41-year term of the lease with the Chamber of Commerce. The City will also assume any costs associated with the renovation and/or reconstruction of the site for its adaptation for City use purposes.

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will transfer the City Hall Annex property to the City of Banning at no cost.

CITY COUNCIL AGENDA

Date: September 23, 2014

To: Honorable Mayor and City Council

From: Fred Mason, Electric Utility Director

Subject: Resolution No. 2014-72, Approving the Banning Electric Utility Power Content Label

RECOMMENDATION: Adopt Resolution No. 2014-72, approving the Banning Electric Utility ("Utility") Power Content Label, attached herewith as Exhibit "A".

JUSTIFICATION: California State Assembly Bill 162 (AB 162) requires that all load serving electric utilities develop and provide to its customers on an annual basis a Power Content Label ("Label").

BACKGROUND: On October 11, 2009 the Governor signed AB 162, which amended the Power Content Label reporting requirements originally set forth in Senate Bill 1305. The amendments changed the reporting requirements from quarterly to annual, and require that utilities report actual power content information instead of projected.

The information must be provided to the utility's customers through either printed or electronic means, including posting it on the City's website. The Utility will provide it by posting an electronic copy of the Label on the City's website.

The California Energy Commission (CEC), which has oversight authority for this requirement, has stated that the governing body of each locally owned public utility must approve the annual Power Content Label for the utility(s) under its jurisdiction. Therefore, Staff is requesting that the City Council approve Resolution 2014-72, accepting the Utility's Power Content Label, attached herewith as Exhibit "A".

FISCAL DATA: There are no fiscal impacts.

RECOMMENDED BY:



Fred Mason
Electric Utility Director

APPROVED BY:



Homer Croy
Interim City Manager

Prepared by Jim Steffens

RESOLUTION NO. 2014-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE BANNING ELECTRIC UTILITY POWER CONTENT LABEL

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, California State Senate Bill 1305 and Assembly Bill 162 have certain reporting requirements pertaining to electric utility Power Content Labels; and

WHEREAS, the Banning Electric Utility is subject to these reporting requirements; and

WHEREAS, the California Energy Commission, which has oversight authority for this requirement, has stated that the governing body of each locally owned public utility must approve the annual Power Content Label for the utility(s) under its jurisdiction;

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

SECTION 1. Adopt Resolution No. 2014-72, approving the Banning Electric Utility's Power Content Label, attached herewith as Exhibit "A".

SECTION 2. Authorize the Electric Utility Director, or his designee, to disseminate the information included on the Power Content Label to the Utility's customers in compliance with the requirements of Senate Bill 1305 and Assembly Bill 162.

PASSED, ADOPTED AND APPROVED this 23rd day of September 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire and Wynder, LLP

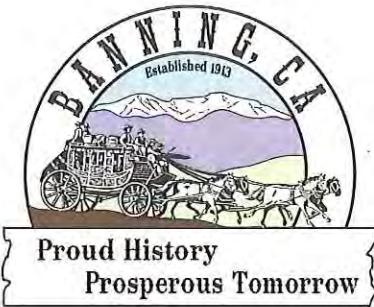


Exhibit "A"

City of Banning Electric Department

September 2014

The State of California passed legislation in the form of Assembly Bill 162, which requires load serving electric utilities to provide customers with a copy of the Power Content Label on an annual basis. Below is the current Label for the Banning Electric Utility, which represents its actual Power Mix for 2013. The CA Power Mix shows the breakdown for the State overall, and is shown for comparison. Please contact the Banning Electric Utility at (951) 922-3260 if you have any questions regarding this information.

POWER CONTENT LABEL		
ENERGY RESOURCES	2013 POWER MIX (Actual)	2013 CA POWER MIX**
Eligible Renewable	15%	19%
-- Biomass & waste	0%	3%
-- Geothermal	15%	4%
-- Small hydroelectric	0%	1%
-- Solar	0%	2%
-- Wind	0%	9%
Coal	66%	8%
Large Hydroelectric	1%	8%
Natural Gas	0%	44%
Nuclear	5%	9%
Other	0%	0%
Unspecified sources of power*	13%	12%
TOTAL	100%	100%

* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.

** Percentages are estimated annually by the California Energy Commission based on the electricity sold to California consumers during the previous year.

For specific information about this electricity product, contact the City of Banning Electric Utility. For general information about the Power Content Label, contact the California Energy Commission at 1-800-555-7794 or www.energy.ca.gov/consumer.

**SUCCESSOR AGENCY TO THE DISSOLVED
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING
CONSENT**

DATE: **February 11, 2014**

TO: **Chair and Successor Agency Board Members**

FROM: **Bill R. Manis, Economic Development Director/Public Information Officer**

SUBJECT: **Approval of the Recognized Obligation Payment Schedule for the Period of January through June 2015 for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning**

RECOMMENDATION:

That the City Council, acting in its capacity as the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning adopt Resolution 2014-10 SA (Attachment A) approving Recognized Obligation Payment Schedule 2014-15B (Attachment B) for the period of January through June 2015 and approving certain related actions.

BACKGROUND:

Pursuant to Health and Safety Code (“HSC”) § 34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, (the “Successor Agency”). Per HSC § 34177 (l)(1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (“ROPS”) before each six-month fiscal period, which corresponds to equal halves of a fiscal year (i.e., July through December and January through June). The ROPS is the basis for the Successor Agency’s authority to make payments due for enforceable obligations. Subsequent to its approval by the Successor Agency, the ROPS must also be approved by the Oversight Board (“OS Board”) to the Successor Agency and is reviewable by the County Auditor-Controller, the County Administrative Officer, the California Department of Finance and the California State Controller’s Office.

Staff, together with Urban Futures, Inc., has prepared ROPS 2014-15B, which consists of several spreadsheets that are appended to the attached Resolution as Exhibit “A”. Pursuant to HSC § 34177 (m), an Oversight Board-approved ROPS 14-15B must be submitted to the County Auditor-Controller, the County Administrative Officer, the California Department of Finance and the California State Controller’s Office not later than October 3, 2014. Therefore, subsequent to the approval of the attached Resolution and approval by the OS Board, the ROPS will be forwarded to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance.

Approval of the attached Resolution will authorize the City Manager, or designee, to:

1. Post the ROPS 2014-15B on the City’s website;
2. Transmit ROPS 2014-15B to the OS Board for their review;

3. Transmit ROPS 2014-15B to the County Auditor-Controller, County Administrative Officer, the State Controller and the State Department of Finance within the timeframe prescribed by the HSC; and
4. Make ministerial revisions to ROPS 2014-15B which may include, but is not limited to restating the information included within ROPS 2014-15B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of the Resolution, and to implement ROPS 2014-15B on behalf of the Successor Agency, including authorizing and causing such payments.

The attached Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the “Guidelines”), and the City’s environmental guidelines. The attached Resolution does not constitute a “project” for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines.

FISCAL IMPACT:

Pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. Approval of ROPS 2014-15B will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations. The recommended action does not, in itself, cause any new financial obligations.

RECOMMENDED/REVIEWED BY:

Bill R. Manis

Bill R. Manis
Economic Development Director/PIO

APPROVED BY:

Homer Croy
Homer Croy
Interim City Manager

Attachments & Exhibit:

- A. Resolution No. 2014-10 SA
- B. ROPS 2014-15B (Exhibit A to Resolution)

ATTACHMENT A

Resolution No. 2014-10 SA

RESOLUTION NO. 2014-10 SA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING IN ITS CAPACITY AS THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, CALIFORNIA APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2014-15B FOR THE PERIOD OF JANUARY THROUGH JUNE 2015 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the “HSC”) § 34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the “Successor Agency”); and

WHEREAS, per HSC § 34177 (l)(1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (“ROPS”) before each six-month fiscal period, which corresponds to equal halves of a fiscal year (i.e., July through December and January through June); and

WHEREAS, the ROPS is the basis for the Successor Agency’s authority to make payments due for enforceable obligations; and

WHEREAS, the ROPS must also be approved by the Oversight Board (“OS Board”) to the Successor Agency and is reviewable by the County Auditor-Controller, the County Administrative Officer, the California Department of Finance and the California State Controller’s Office; and

WHEREAS, staff, together with Urban Futures, Inc., has prepared ROPS 2014-15B for the period of January through June 2015, which consists of several spreadsheets that are appended to this Resolution as Exhibit “A”; and

WHEREAS, subsequent to the approval of this Resolution and approval by the OS Board, ROPS 14-15B will be forwarded to the County Auditor-Controller, the County Administrative Officer, the California Department of Finance and the California State Controller’s Office for their review; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the “Guidelines”), and the City’s environmental guidelines; and

WHEREAS, this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning, acting in its capacity as the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The Successor Agency's ROPS 2014-15B for the period of January through June 2015, which is attached hereto as Exhibit "A", is approved and adopted.

SECTION 3. The City Manager, or designee, is hereby authorized and directed to: i) post ROPS 2014-15B on the City's website, ii) transmit ROPS 2014-15B to the OS Board for their review, iii) transmit ROPS 2014-15B to the County Auditor-Controller, the County Administrative Officer, the State Controller and the State Department of Finance for their review within the timeframe prescribed by the HSC; and iv) make ministerial revisions to ROPS 2014-15B which may include, but is not limited to restating the information included within ROPS 2014-15B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 2014-15B on behalf of the Successor Agency, including authorizing and causing such payments.

SECTION 4. This Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378(b)(5) of the Guidelines.

SECTION 5. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED at a joint meeting of the City Council of the City of Banning, acting at its capacity as the Successor Agency, this 23rd day of September, 2014.

Deborah Franklin, Chairperson
City of Banning – Successor Agency

ATTEST:

Marie Calderon, Secretary
Successor Agency

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, General Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, sitting as the Secretary of the Successor Agency, do hereby certify that Resolution No. 2014-10 SA was adopted by the City of Banning, sitting as the Successor Agency to the dissolved Community Redevelopment Agency of the City of Banning, California at a joint meeting held on the 23rd day of September, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie Calderon, Secretary
Successor Agency
City of Banning, California

**ATTACHMENT B (to Agenda report)
EXHIBIT "A" (to Resolution 2014-10 SA)**

**SUCCESSOR AGENCY TO THE DISSOLVED
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BANNING
RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2014-15B
(January through June 2015)**

Rognized Obligation Payment Schedule (ROPS 14-15) - ROPS Detail
 January 1, 2015 through June 30, 2015
 (Report Amounts in Whole Dollars)

Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement / Execution Date	Contract/Agreement / Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Outstanding Debt or Obligation	Funding Source	Non-Bonded/Equipment Property Tax Trust Fund (Non-BPTF)			RTTF			
											G	H	I	J	K	L	
1	2003 Tax Assessed Basis	Bonds issued On or Before 12/31/10	5/1/2003	5/1/2037	US Bank	Payments on Tax Assessed Basis	Merged	\$ 150,000	\$ 150,000	Other Funds	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	
2	2007 Tax Assessed Basis	Bonds issued On or Before 12/31/10	5/1/2007	5/1/2037	US Bank	Payments on Tax Assessed Basis	Merged	\$ 150,000	\$ 150,000	Other Funds	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	
3	Annual Continuing Disclosure Fees	12/16/2008	9/1/2037	Urban Futures, Inc.	Blending Continuing Disclosure Services	Merged	78,000	N	N	N	N	N	N	N	N	N	N
4	Bond trustee fees	12/16/2008	9/1/2037	US Bank	Blind Trustee Fees	Merged	130,000	N	N	N	N	N	N	N	N	N	N
5	Principal Reduction Payment for 2003 and 2007 TABs	Bonds issued On or Before 12/31/10	8/1/2003	8/1/2037	US Bank	One-half of the annual principal reduction payment for the 2003 and 2007 TABs.	Merged	625,000	N	N	N	N	N	N	N	N	N
6	Principal Reduction Payment for 2003 and 2007 TABs	12/16/2008	1/3/2023	Check	Property purchaser-Trust Deed	Merged	136,055	N	N	N	N	N	N	N	N	N	N
7	Third-Party Lien	12/16/2008	7/1/2016	DeCicci	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N	N
8	late payable	Professional Services	10/1/2019	8/1/2037	Lance, Scott & Lungan	Debt out of check of FY14	Merged	25,000	N	N	N	N	N	N	N	N	N
9	RDA Audit	12/16/2012	5/1/2037	City of Banning	Structured Agency Administration	Merged	5,655,000	N	N	N	N	N	N	N	N	N	N
10	Subsidized Agency Admin	Admin Costs	12/16/2012	5/1/2037	Urban Futures, Inc.	RDA limit down	Merged	62,500	N	N	N	N	N	N	N	N	N
11	13 Fiscal Consulting Services	Professional Services	12/16/2009	5/1/2037	Urban Futures, Inc.	Alternate Agencies for TABs	Merged	55,000	N	N	N	N	N	N	N	N	N
12	Subsidized Agencies for TABs	12/16/2003	5/1/2037	Urban Futures, Inc.	Urban' Associates	Merged	1	N	N	N	N	N	N	N	N	N	N
13	2003 TAB interest TABs 13-14A	Bonds issued On or Before 12/31/10	6/1/2003	6/1/2028	US Bank	Interest on interest TABs 13-14A	Merged	1	N	N	N	N	N	N	N	N	N
14	2003 TAB interest TABs 13-14A	12/16/2008	6/1/2028	Urban Futures, Inc.	Interest on interest TABs 13-14A	Merged	1	N	N	N	N	N	N	N	N	N	N
15	RDA Consulting Services	Professional Services	12/16/2008	6/1/2038	Urban Futures, Inc.	13-14A to account for prep of TABs	Merged	1	N	N	N	N	N	N	N	N	N
16	RDEG Reporting to USDA	Miscellaneous	8/24/2005	12/31/2014	U.S. Dept. of Agriculture	Formation of budget estimate in RDEG	Merged	1	N	N	N	N	N	N	N	N	N
17	Ramsey Street Improvements	Improvement/Leasehold	12/17/2014	6/30/2015	Urban Futures, Inc.	Infrastructure improvements per FOA	Merged	1,500,000	N	N	N	N	N	N	N	N	N
18	Rental Consulting Services	Professional Services	8/30/2005	6/17/2028	Urban Futures, Inc.	Correction of budget under-estimate in RDEG	Merged	275	N	N	N	N	N	N	N	N	N
19	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
20	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
21	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
22	RDEG Reporting to USDA	Miscellaneous	8/24/2005	12/31/2014	U.S. Dept. of Agriculture	Formation of budget estimate in RDEG	Merged	1	N	N	N	N	N	N	N	N	N
23	Ramsey Street Improvements	Improvement/Leasehold	12/17/2014	6/30/2015	Urban Futures, Inc.	Infrastructure improvements per FOA	Merged	1,500,000	N	N	N	N	N	N	N	N	N
24	Rental Consulting Services	Professional Services	8/30/2005	6/17/2028	Urban Futures, Inc.	Correction of budget under-estimate in RDEG	Merged	275	N	N	N	N	N	N	N	N	N
25	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
26	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
27	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
28	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
29	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
30	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
31	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
32	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
33	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
34	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
35	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
36	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
37	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
38	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
39	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
40	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
41	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
42	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
43	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
44	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
45	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
46	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
47	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
48	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
49	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
50	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
51	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
52	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
53	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N
54	RDA Consulting Services	Professional Services	12/16/2012	6/1/2038	Urban Futures, Inc.	Debt out of check of FY14	Merged	1	N	N	N	N	N	N	N	N	N

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/trad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf.

A	B	C	D	E	F	G	H	Fund Sources			Comments
								Bond Proceeds	Bonds Issued on or before 12/31/10	Prior ROPS RPTTF distributed as reserve for future period(s)	
Cash Balance Information by ROPS Period											
ROPS 13-14B Actuals (01/01/14 - 06/30/14)											
1 Beginning Available Cash Balance (Actual 01/01/14)		12,642,274									
2 Revenue/Income (Actual 06/30/14)											
RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014											
3 Expenditures for ROPS 13-14B: Enforceable Obligations (Actual 06/30/14)											
RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q											
4 Retention of Available Cash Balance (Actual 06/30/14)											
RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B											
5 ROPS 13-14B: RPTTF Prior Period Adjustment											
RPTTF amount retained should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S											
6 Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)		11,730,513									
7 Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)		11,730,513									
8 Revenue/Income (Estimate 12/31/14)											
RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014											
9 Expenditures for ROPS 14-15A: Enforceable Obligations (Estimate 12/31/14)											
10 Retention of Available Cash Balance (Estimate 12/31/14)											
RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A											
11 Ending Estimated Available Cash Balance (7 + 9 - 10)		11,730,513									

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Recognized Obligation Payment Schedule (ROPS 14-15B) - Notes	
Item #	Notes/Comments
1	EO # 2 is for the interest only portion of the debt service on the 2003 TABs.
2	EO # 2 is for the interest only portion of the debt service on the 2007 TABs.
4	EO # 4 is for Continuing Disbursement and is only payable on the "B" ROPS cycle.
5	EO # 5 is for annual bond trustee fees and is only payable on the "A" ROPS cycle.
6	EO # 6 is equal to one-half of the total principal reduction obligation for the 2003 TABs and the 2007 TABs. The principal reduction portion of the annual debt service payment on the 2003 and 2007 TABs is evenly shared between the "A" and "B" ROPS cycles due to an uneven flow of potential RPTTF for each ROPS cycle. Therefore, this procedure will ensure that both interest and principal reduction payments due on the two TABs are timely and fully made.
17	EO # 17 is for the arbitrage analysis on the 2003 TABs and the 2007 TABs and is only paid on the "B" ROPS cycle every fifth year.
23	EO # 23 is the Ramsey Street Improvements Project funded with pre-2010 TABs proceeds used post receipt of an FOC.
	PRIOR PERIOD ADJUSTMENT FORM
9	Consistent with DOF's 2-4-14 letter of authorization for the sale of 2301 West Ramsey Street, it was necessary to pay off the secured loan on the property prior to the close of escrow. Therefore, the loan was retired and the EO is now completed as indicated on the ROPS Detail form.
	CASH BALANCES FORM
14-13	The negative number in cell 14-13 is offset by EO # 24 on the ROPS Detail Form.

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**CITY COUNCIL / BANNING UTILITY AUTHORITY
AGENDA**

DATE: **September 23, 2014**

TO: **Banning Utility Authority**

FROM: **Duane Burk, Director of Public Works**

SUBJECT: **Banning Utility Authority Resolution No. 2014-10UA, "Approving a Professional Services Agreement with Carollo Engineers, Inc."**

RECOMMENDATION: The Banning Utility Authority adopt Resolution 2014-10UA:

- I. Approving a Professional Services Agreement with Carollo Engineers, Inc. of Pasadena, California in an amount of \$36,805.00.
- II. Authorizing the Administrative Services Director to make necessary adjustments and appropriations related to Account No. 660-6300-471.33-53 (Engineering Services) and the related revenue adjustment to Account No. 660-6300-361.41-61.
- III. Authorizing the City Manager to execute the Professional Services Agreement with Carollo Engineers, Inc.

JUSTIFICATION: The professional services agreement is necessary in order to perform tasks related to the update of the City of Banning's 2002 Hydraulic Model and analysis.

BACKGROUND: In 2002 the City completed a calibrated 24-hour extended-period simulation model of the City's water system. The model took into account all active pipelines, booster pumps, storage tanks and pressure regulating stations. Since the completion of the hydraulic model in 2002, the City has installed approximately five miles of new pipeline (transmission and distribution) and one reservoir. In order to obtain an accurate understanding of the water system and its deficiencies, it is important to update the hydraulic model and to analyze the system based on current demand data.

Staff advertised a Request for Proposals ("RFP"), attached as Exhibit "A", on June 13, 2014 in The Record Gazette and on the City's website. The scope of services include updating the hydraulic model to include all water system infrastructure installed since 2002 in order to ensure that the model network reflects the actual conveyance capacity of the existing water pipeline system. Additionally, the scope of services includes hydraulic and storage analyses based on current pressure zones and on current demand data (production data and billing data) in order to determine potential storage deficiencies.

The consultant shall also be responsible for analyzing the effects of the Rancho San Gorgonio ("RSG"), a master planned community consisting of 3,412 dwelling units, 214 acres of parks, trails, and open space, and a 9.3-acre commercial site. The analysis will include identifying up to five potential reservoir sites at the appropriate hydraulic grade line; sizing the transmission lines from the reservoir sites to the development and providing engineer estimates for the development of the reservoir sites. Finally, the scope of services includes modeling the peak hour demand for the RSG project and determining appropriate pressure zones.

Public Works staff received two proposals in response to the RFP, assembled a committee consisting of three engineers and evaluated the proposals based on project approach, technical competency, project team and experience, overall responsiveness to the RFP and cost. The proposals are attached as Exhibit "B" and "C" and the evaluation sheets are attached as Exhibit "D". The following are the average scores for the two proposers:

<u>Consultant</u>	<u>Score</u>
1. Carollo Engineers, Inc.	88.7
2. URS	79.7

As noted, Carollo Engineers, Inc. submitted the highest scored proposal. The cost to perform the required scope of services is for a "not to exceed" amount of \$36,805.00. Cost proposals for Carollo Engineers, Inc. and URS are attached as Exhibit "E" and "F", respectively.

As previously mentioned, the scope of services and cost proposal includes work directly related to the RSG project which is estimated to cost \$13,200.00. This cost will be reimbursed by the RSG applicant.

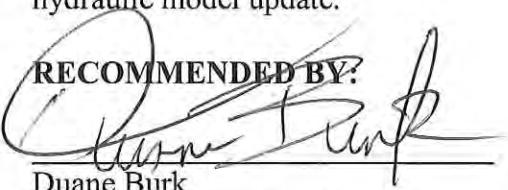
Carollo Engineers, Inc. is a reputable environmental engineering firm that specializes in the planning, design, and construction of water and wastewater facilities. They have successfully completed projects for the City of Banning in the past such as the 2006 Sewer System Update and the 2006 Recycled Water Master Plan Update.

STRATEGIC PLAN: The hydraulic model update will assist in meeting Strategic Plan Goal No. 3 "Infrastructure and City Facilities".

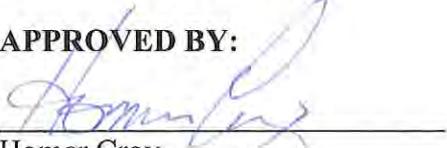
FISCAL DATA: The total cost of the professional services agreement as described in this report is \$36,805.00. A budget for the hydraulic model update in the amount of \$30,000.00 was included in Account No. 660-6300-471.33-53 (Engineering Services) in the approved Fiscal Year 2014/2015 budget. In order to cover the cost an appropriation is required in the amount of \$6,805.00 from the Water Operations Fund to Account No. 660-6300-471.33-53.

The RSG applicant will reimburse the City an amount equal to \$13,200.00, which will be recorded in Account No. 660-6300-361.41-61. The net cost to the City is \$23,605.00 for the hydraulic model update.

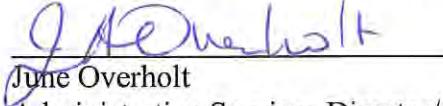
RECOMMENDED BY:


Duane Burk
Director of Public Works

APPROVED BY:


Homer Croy
Interim City Manager

REVIEWED/APPROVED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

BANNING UTILITY AUTHORITY RESOLUTION NO. 2014-010UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC.

WHEREAS, in 2002 the City completed a calibrated 24-hour extended-period simulation model of the City's water system and since then has constructed additional facilities such as pipelines and a reservoir; and

WHEREAS, in order to obtain an accurate understanding of the water system and its deficiencies, it is important to update the hydraulic model to ensure that the model network reflects the actual conveyance capacity of the existing water pipeline system and to analyze the system based on current demand data; and

WHEREAS, staff advertised a Request for Proposals ("RFP") on June 13, 2014 in The Record Gazette and on the City's website for completing a scope of services of updating the 2002 hydraulic model to include all water system infrastructure installed since 2002 and hydraulic and storage analyses based on current pressure zones and on current demand data (production data and billing data) in order to determine potential storage deficiencies; and

WHEREAS, the scope of services also includes analyzing the effects of the Rancho San Gorgonio ("RSG") project to the City's water system and identifying up to five potential reservoir sites, sizing the transmission lines from the reservoir sites to the development, providing engineer estimates for the development of the reservoir sites, modeling the peak hour demand and determining appropriate pressure zones; and

WHEREAS, Public Works staff received two proposals in response to the RFP, assembled a committee consisting of three engineers and evaluated the proposals based on project approach, technical competency, project team and experience, overall responsiveness to the RFP and cost; and

WHEREAS, Carollo Engineers Inc. of Pasadena, California was ranked the highest by the evaluation committee; and

WHEREAS, the proposed professional services agreement with Carollo Engineer's, Inc. is for an amount "not to exceed" \$36,805.00 of which it is estimated that \$13,200.00 will be reimbursed by the RSG applicant.

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

SECTION 1. Banning Utility Authority adopts Resolution No. 2014-10UA approving a Professional Services Agreement with Carollo Engineers, Inc. of Pasadena, California in an amount "not to exceed" \$36,805.00.

SECTION 2. The Administrative Services Director is authorized to make all budget adjustments, appropriations, revenue adjustments and transfers related to this project.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Carollo Engineers, Inc. of Pasadena, California, in a form approved by the City Attorney. This authorization will be rescinded if the contract agreement is not executed by the parties within sixty (60) days of the date of this resolution.

PASSED, ADOPTED AND APPROVED this 23rd day of September, 2014.

Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, Secretary of the Banning Utility Authority of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-10UA was adopted by the Banning Utility Authority of the City of Banning at a Regular Meeting thereof held on the 23rd day of September, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Banning Utility Authority
City of Banning, California

EXHIBIT "A"
REQUEST FOR PROPOSALS

Request for Proposals (RFP)

Hydraulic Model Update



Responses Due:
City of Banning
Public Works Department
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3130

June, 2014

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1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Banning (City) is soliciting proposals from qualified consulting firms to update the City's 2002 hydraulic model, conduct storage analysis, and hydraulic analysis as it relates to the Rancho San Gorgonio master planned community.

1.2 BACKGROUND INFORMATION

The City of Banning, incorporated in 1913, covers approximately 23.2 square miles located in the San Gorgonio Pass area of Riverside County, approximately 30 miles east of the cities of San Bernardino and Riverside. The 2010 California Department of Finance recorded a population of 29,603 for the City of Banning. It is estimated that the population will increase by approximately 2% per year.

The City of Banning Water System collects 100% of the water that it supplies from local groundwater aquifers. It currently operates 21 active ground water production wells and co-owns 3 production wells with the Beaumont Cherry Valley Water District (total of 24 active wells). The 24 wells have a design capacity of 24,300 gallons per minute (GPM). The City facilities also include 11 storage tanks with a total storage capacity of 18.4 million gallons (MG). In 2013 the City produced and provided approximately 8,500 acre-feet. Water service is provided to the entire City as well as unincorporated areas of the county that bound the south City limits.

In 2002 the City completed a calibrated 24-hour extended-period simulation (EPS) model of the City's water system. The model, which was created using H₂ONET version 3.1, took into account all active pipelines, booster pumps, storage reservoirs and pressure reducing/sustaining valves. The modeled facilities included 6 pressure zones, 27 wells (15 operational, 12 non-operational), 11 booster pumps, 11 storage tanks, 1 hydropneumatic tank, 543,000 feet of pipelines and 11 pressure regulating stations (5 active, 6 inactive).

2.0 CONSULTANT QUALIFICATIONS

2.1 QUALIFICATIONS AND UNDERSTANDING

Each Consultant must provide the following information about their company so the City can evaluate the Consultant's stability and ability to support the commitments set forth in response to the RFP. It is imperative the consultant's proposal fully address all aspects of the RFP. The proposal must provide the City Staff with clearly expressed information concerning the Proposer's understanding of the City's specific requirements which would result in the conduct of this study in a thorough and efficient manner.

The Consultant shall outline their company's (or team's) background, including:

- How long the company has been in business, plus a brief description of the company history, size and organization.
- Consultant qualifications to complete the scope of services and a statement of understanding of the work involved to complete this assignment.

2.2 PROJECT TEAM

Each Consultant must provide the following information about their project team.

- Primary point of contact, person responsible for overall corporate commitment (must be a company principal or officer) and project manager. Describe the responsibilities of the individuals and extent of involvement with the project.
- Identify and list key individuals proposed for the project team. Describe the responsibilities of the individuals and extent of involvement with the project.
- All key personnel listed should have current names, titles and telephone numbers and be listed on at least one of the supplied client references who are familiar with work performed by the individual in a similar capacity. References will be contacted as part of the selection process.
- Clearly identify project sub consultants, how long the prime and sub have worked together and the reason why they were selected. Consultants are encouraged to support small businesses where ever possible.

2.3 REFERENCES

The Consultant shall supply a minimum of 3 references from agencies with projects of similar nature. Each reference shall contain:

- Client name and contact information
- Project description
- Role of key project team members.

Only references of the prime consultant shall be considered, or references from project teams that have completed at least 3 projects together. The Consultant shall also list projects completed for other agencies.

2.4 SCHEDULE

Time is of the essence on this project. The consultant shall provide a project schedule indicating key project milestones and project activities. The schedule shall reflect a tentative start date of August 25, 2014.

3.0 HYDRAULIC MODEL UPDATE AND ANALYSIS

3.1 WATER MODEL UPDATE

Using the City's existing model the consultant shall be responsible for updating the model to include infrastructure that has been installed since the completion of the latest model. This includes approximately five (5) miles of new pipeline and one (1) reservoir. The purpose of the model update is to ensure that the model network reflects actual conveyance capacity of the existing pipelines and to not update and calibrate the entire model, which the City plans to complete at a later date.

3.2 STORAGE ANALYSIS

Using the updated hydraulic model, the consultant shall be responsible for determining the water demand distribution by pressure zone, which will then be scaled up using the City's 2013 production and/or billing data. The consultant will review the City's 2010 Urban Water Management Plan in order to scale the demand, by pressure zone, to the year 2035. The projected water demands of the Rancho San Gorgonio Specific Plan development will be included in the future demand scenario.

The consultant shall conduct a mass balance storage analysis. Storage deficiencies with and without the San Gorgonio Specific Plan shall be identified.

The consultant shall be responsible for identifying five potential reservoir sites at the appropriate hydraulic grade line (HGL). Additionally, the consultant shall size the transmission lines to the reservoir sites and provide the City preliminary cost estimates for the development of these sites.

3.3 HYDRAULIC ANALYSIS

Using the updated hydraulic model, the consultant shall analyze the model under the following scenarios:

- i. Existing (2013) Peak Hour Demand (PHD)
- ii. Future (2013) PHD without the Rancho San Gorgonio development
- iii. Future (2013) PHD with the Rancho San Gorgonio development

The consultant shall determine an appropriate pressure zone for the Rancho San Gorgonio development along with new pressure reducing stations.

3.4 WORKSHOPS AND MEETINGS

Additionally, a minimum of 3 meetings (kickoff, progress and final) will be held between staff and the Consultant and shall be included in the proposal.

3.5 SUMMARY REPORT AND PROJECT DOCUMENTATION

Upon completion of all tasks, the Consultant will provide a draft summary report detailing its findings and conclusions. After review by the City, the Consultant will make all necessary changes and submit five (5) copies of the final report. In addition, all reports, data and the updated model will be provided to the City in electronic format.

4.0 PROPOSAL SUBMISSION

4.1 RFP TIME SCHEDULE

- | | |
|--|--------------------------------|
| • Request for Proposal Available | Mon. , June 16, 2014 |
| • Inquiry Deadline (no questions after this date/time) | Thurs. , June 19, 2014 – 1p.m. |
| • Proposals Due | Tues. , June 24, 2014 – 5 p.m. |
| • Final Selection | Mon. , July 7, 2014 |

- City Council Recommendation
 - Notice to Proceed (Tentative)
- Tuesday, July 22, 2014
Monday, August 25, 2014

4.2 NUMBER OF COPIES AND DELIVERY

Four (4) copies of the proposal shall be submitted to the following address:

City of Banning
City Clerk's Office
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220

The proposal title, consultants name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Tuesday, June 24, 2014 at 5:00 p.m. Proposals submitted after that time shall not be considered. All questions regarding the scope of work shall be submitted to Arturo Vela, Senior Engineer at the address above or via e-mail at avela@ci.banning.ca.us.

4.3 FORMAT AND CONTENT

Proposals shall be printed on 8 1/2" X 11" paper, single sided in a 10 point Arial font and be limited to 25 pages excluding the cover letter, resumes and any appended information.

Proposals should address the following items in order of appearance:

Cover letter

The cover letter shall be provided which explains the firm's interest in the project. The letter shall contain name/address/phone number of the person who will serve as the firm's principal contact person.

Qualifications of Firm/Project Team

Provide names, titles and responsibilities of key personnel who will be responsible for the management of the project. Include qualifications, resumes, experience of each, and length of time with the company.

References

Give at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name and organization, a brief summary of the work, the cost of the project and the name and telephone number of a responsible contact person.

Strategy and Implementation Plan

Prepare a list of tasks to address the Scope of Work. Describe the firm's interpretation of the City's objectives with the regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of the RFP. The narrative should include a description of the logical progression of tasks and efforts. Also include an explanation of the type of technology that will be used. This section shall also include a time schedule for the completion of the project and an estimate of time commitments from City staff.

Proposed quality assurance program (QA/QC)

Explain the firm's quality assurance program and the proposed approach for implementing the plan with this project.

Fee Proposal: One set in a separate sealed envelope

The Fee Schedule in a separate envelope shall be broken down on separate sheets as follows:

- A “Not to Exceed” fee for all services. Man-hours and billing rates per classification of personnel will be indicated for each task and/or subtask.
- Provide a complete list of costs per task and/or subtask and a total fee for the proposal, including expected reimbursable expenses (non-binding), for completion of the scope of services set forth in the proposal.
- A current hourly Fee Schedule for Fiscal Year 2013/2014 and classification of personnel for the firm, along with the type of work they and any sub consultants will perform, is also required.
- All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies and overhead, etc., shall be included in the proposal and its “Not to Exceed” Fee schedule. Proposals should be prepared in a straight forward manner.

4.4 PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

- Responsiveness to the RFP.
- Consultant qualifications, project understanding, and overall experience.
- Technical Competency
- Results of reference checks.
- Proposed methodology and ability to meet the scope of work and technical specifications.
- Project Schedule.
- Proposed QA/QC plan
- Proposal Fee

4.5 NEGOTIATIONS

In an effort to manage the resources available for this project, the City may find it necessary to negotiate tasks, include contingencies for additional meetings or workshops, and address other factors identified by the Proposer not contemplated in this document or the City’s standard agreement.

5.0 CONTRACT REQUIREMENTS AND SUBMITTALS

5.1 CITY OF BANNING REQUIREMENTS

The Contract will be presented to Council for approval. Please provide a copy of the attached City agreement to your legal team and insurance provider, if you are selected for Final Evaluation. This will expedite the process. A purchase order will not be granted until the contract is signed and all insurance requirements are satisfied.

EXHIBIT "B"
PROPOSAL: CAROLLO ENGINEERS INC.



CITY OF BANNING

PROPOSAL

Hydraulic Model Update

June 2014

145

June 24, 2014
300.20.110

Arturo Vela, P.E.
City of Banning
Public Works Department
99 E Ramsey Street
Banning, California 92220

Subject: Proposal for Hydraulic Model Update

Dear Mr. Vela:

As project manager, you understand that the most important ingredient for a successful project is the project team. As presented in our proposal, we are providing a team that brings the following benefits to the City:

- Detailed knowledge about your water system and project objective - Our proposed project manager, Inge Wiersema, has worked with the City since 2002. Through the involvement of various projects, she brings a detailed understanding of your water system and ongoing developments. We understand that the objective of this phase of your water system planning is to identify the appropriate storage locations and pressure zone layout for the Rancho San Gorgonio Development that works well with the city-wide system hydraulics and storage needs.
- Our modeling experience results in accurate models that you can trust – Our team members have all dedicated their entire careers to hydraulic modeling and master planning. We have developed many innovative modeling tools and techniques that we will use to update your model in an efficient manner and deliver a model that you can trust to make important infrastructure decisions.
- Our team is efficient and available to meet your schedule – Our team is familiar with your water system and has worked together successfully on many similar projects resulting in efficient and smooth project delivery. Our team is readily available to be dedicated to this project and is committed to continue our long-term relationship with the City.

We look forward continuing our working relationship with the City and assist you with your hydraulic modeling and master planning needs for years to come. We also welcome the opportunity to meet with you to discuss this proposal and make any modifications to meet your needs. I can be contacted directly by email at iwiersema@carollo.com or cell phone at (626) 393-7427.

Sincerely,

CAROLLO ENGINEERS, INC.



Inge Wiersema, P.E.
Vice President, Project Manager

IW:alh

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PROJECT BACKGROUND

The City developed and calibrated a 24-hour extended period simulation (EPS) hydraulic model for the City's water distribution system in 2002. This model was developed in H2ONET® Version 3.1 and includes all water pipelines and system facilities constructed by year 2002. Since that time, there have been a number of large developments planned and the City has installed new pipelines as well as a reservoir. The model needs to be updated to allow the City to conduct hydraulic analysis and respond to requests from developers. In particular, the Rancho San Gorgonio Development is currently in the planning process. Due to the location of this development, the water system will connect at various locations with the City's existing distribution system. The sizing of pipelines, location of reservoir storage, and pressure zone layout for this development can therefore not be evaluated in isolation, but requires a system-wide analysis. In order to finalize the water system sizing of this development, the City needs to update its water distribution model to account for system hydraulics and storage needs for the City's entire distribution system.

The purpose of this project is to update the 2002 hydraulic model to analyze the City's water system under future demand conditions and to develop storage sizing, storage siting, and pressure zone boundary recommendations.

QUALIFICATIONS OF PROJECT TEAM

The Carollo team will consist of the same members that have been involved with the recent review of the San Gorgonio Master Plan Review for the City and worked together successfully on many similar hydraulic modeling studies. Due to our past experience with the City's water system and similar modeling studies, our team can complete this project efficiently. Our proposed team members include the following:

- Principal-in-Charge and Project Manager: Inge Wiersema, P.E.
- Technical Review: Richard Humphreys, P.E.
- Project Engineer: Ryan Orgill, P.E.
- Staff Engineer, Ryan Hejka
- GIS Specialist, Debra Dunn

Project Manager/Principal-in-Charge

Inge Wiersema, P.E.

Years with Current Firm: 8



Inge Wiersema is an environmental engineer with 19 years of experience specializing in water, recycled water, and wastewater master planning. Inge brings to the City of Banning the value of a project manager with extensive modeling expertise

and a strong understanding of the larger context of master planning. She has managed and been involved in more than 80 master plans/hydraulic modeling. The lessons learned from these projects will help her manage updating the City's models efficiently, avoiding rework, and deliver reliable tools that the City can use for planning its CIP.

Inge is already very familiar with the City's water system due to her involvement with numerous City projects, including the development of the 2002 hydraulic model while at MWH, the water system CIP update in 2006, review of the water system layout for the Butterfield development in 2011, and review of the Master Plans of Water and Sewer for the Rancho San Gorgonio development in 2013. In addition, she was the project manager for the City's latest Sewer System Study and Recycled Water Master Plan. Her long history working for the City combined with her extensive modeling and planning experience in Southern California will promote efficient project delivery that meets your needs.

Technical Review

Richard Humphreys, P.E.

Years with Current Firm: 13



Richard Humphreys has more than 27 years of experience specializing in hydraulic modeling projects that include water, wastewater, and water quality modeling; water resources management; engineering analysis and problem solving using hydraulic and GIS software tools. His

technical skills include water quality evaluations, flow monitoring; hydraulic problem solving of pressurized distribution systems and wastewater collection systems; model calibration, and GIS analysis. Richard has extensive technical experience with both water and wastewater modeling, and will provide technical review and quality management for both water and wastewater hydraulic modeling efforts.

Richard has acted in the role of technical advisor for many of Inge's modeling and planning projects during the past eight years. Some examples include the City of Santa Barbara modeling project and modeling project Yorba Linda Water District.

Project Engineer

Ryan Orgill, P.E.



Years with Current Firm: 9

Ryan Orgill has more than 10 years of experience in both water distribution system and collection system modeling. He served as Carollo's lead modeler for the construction of many water and sewer models, including the City of Santa Barbara and City of Colton. His experience includes developing hydraulic models, performing hydraulic analyses, preparing master plan reports, and evaluation and capacity assurance plans. Ryan's areas of specialty include water modeling software programs such as InfoSWMM, H2OMAP (Water and Sewer), H2ONET, WaterCAD, SewerCAD, and FlowMaster.

Ryan had worked with Inge Wiersema, Ryan Hejka, and Debra Dunn and numerous modeling and master planning projects. Some recent examples include the hydraulic modeling projects for the City of Santa Barbara and the master plans for the City of Colton, Oceanside, and Padre Dam Municipal Water District.

Staff Engineer

Ryan Hejka



Years with Current Firm: 1

Ryan Orgill has worked with Inge Wiersema and Ryan Orgill on a wide variety of modeling and master planning projects. He has dedicated his planning work to water and recycled water system modeling. He is the lead water modeler for City of Colton, Oceanside, and Padre Dam Municipal Water District. In addition, he has worked on the hydraulic models for the City of Santa Barbara and Padre Dam Municipal Water District. In addition, Ryan has been conducting storage analysis and siting studies as part of the master plans for the City of Oceanside and Padre Dam Municipal Water District. He conducted hydraulic modeling analysis for transmission main sizing and reservoir balancing. Ryan Hejka will assist Ryan Orgill with very similar storage and hydraulic analysis as part of this project.

GIS Specialist

Debra Dunn – GIS



Years with Current Firm: 10

Debra has developed GIS and hydraulic models for more than 14 years and understands the importance of proper connectivity and data population required for hydraulic model development. She will work closely with the team to link data to each hydraulic model. Debra has performed similar services for 32 other water, wastewater, storm drainage, and recycled water master plans models. Her familiarity with the region, as well as her long working relationship with all team members, allows her to assist with model development and preparation of GIS-based master plan maps in a very efficient manner.

RELEVANT PROJECT EXPERIENCE AND REFERENCES

City of Santa Barbara, California

Hydraulic Model Update

Reference:

Ms. Amanda Flesse
Supervising Engineer
630 Garden Street
Santa Barbara, CA 93101
805-564-5424
aflesse@santabarbaraca.gov

Key Staff Involvement:

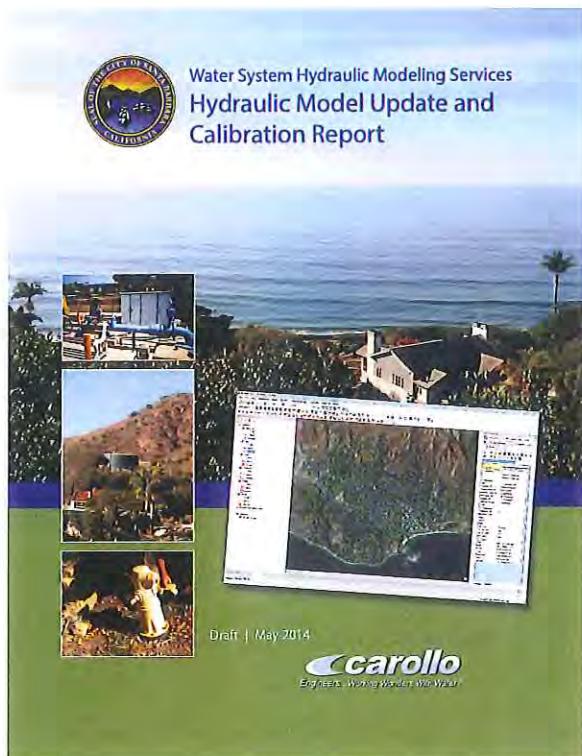
Inge Wiersema, Project Manager
Ryan Orgill, Lead Modeler
Debra Dunn, GIS
Richard Humpherys, Technical Review

Completion Date: Ongoing
Dollars: \$108,000

The City of Santa Barbara (City) retained Carollo to update their water system hydraulic model, which had been constructed in the early 2000s and updated by Carollo for a water quality study in 2006. As part of this project, the model was updated and calibrated for steady state and Extended Period Simulation (EPS) conditions. In addition, model training was provided and the project team is currently providing on-call modeling assistance.

The City has a complex water distribution system that consists of 17 pressure zones, 13 storage reservoirs, 12 booster pumping stations, and 19 pressure reducing stations. The system is supplied from 7 groundwater wells and the Cater Water Treatment Plant.

As part of this project, Carollo updated the existing model with the latest water distribution system pipelines from GIS. In addition, water system facilities were updated and system controls were added as needed to reflect current operational conditions. Water demands were updated using 2012 billing data.



Carollo updated the existing hydraulic model and achieved excellent model calibration results for the complex water system of the City of Santa Barbara.

A detailed model calibration plan was prepared to collect the necessary data from SCADA and to conduct 16 fire hydrant tests over a 2-day period. In addition, 20 remote pressure loggers were installed throughout the distribution system to collect additional field data. SCADA data was used to develop a new system-wide diurnal pattern that was used for model calibration. The model was successfully calibrated in three steps: 1) Macro Calibration, 2) EPS Calibration, and 3) Fire Flow Calibration. The hydraulic model update, calibration methodology, and calibration results were documented in a report. Based on the results of the calibration, it can be concluded that the model provides an accurate representation of the City's distribution system and system operations to a level suitable to support the City's future hydraulic modeling endeavors.

Carollo provided 2-day model training of the InfoWater modeling software and developed various practical case studies for a customized training session.

Yorba Linda Water District, California

Hydraulic Modeling Project and North East Planning Study

Reference:

Mr. Steve Conklin
Engineering Manager
1717 East Miraloma Avenue
Placentia, CA 92870
714-701-3106
sconklin@ylwd.com

Key Staff Involvement:

Inge Wiersema, Project Manager
Richard Humpherys, Technical
Review

Completion Date: October 2013
Dollars: \$84,000

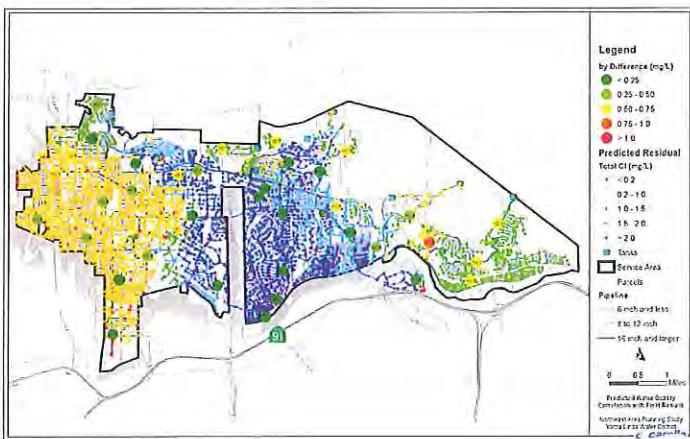
Project Elements:

- Incorporated a few years of pipeline replacement program from GIS into the existing hydraulic model.
- Successful calibration of very complex water distribution system with 22 pressure zones with many pressure regulating stations.
- Advanced modeling using InfoWater MSX to evaluate measures to improve water quality with mixing of chlorine and chloramines.

Carollo completed Yorba Linda Water District's (District) 2013 Northeast Area Planning Study, which included updates and calibrations to the District's hydraulic model. The District undertook this study to plan for future operational strategies under changing supply conditions and with future developments in place, specifically sizing infrastructure for accommodating these changes to the distribution system. In an effort to answer some of the District's questions on the impact of future development and changing operational strategies on the District's water quality concerns, Carollo's team also added multi-species water quality modeling capabilities using InfoWater's MSX add-on.

Updates to the hydraulic model included incorporating pipelines from the District's aging pipeline replacement program, interpolating elevations across the distribution system, enforcing seasonally adjusted pressure zone boundaries for various operating conditions, and updating pump curves and control strategies for all the District's booster pumping stations. As a part of the model update, modeling strategies for the pressure regulating stations and groundwater wells were augmented to more fully replicate behavior of the distribution system, modeling all valves within each pressure reducing station and modeling the District's groundwater pump units with pump curves and consideration of the variable speed pumping nature of engine-driven pumps.

The model calibration was conducted using historical fire flow tests from previous years and SCADA data. The District was able to provide SCADA data in one-minute intervals, which proved particularly helpful for understanding the complex interactions between the 12 booster pump stations and 44 pressure reducing valves forming 22 pressure zones. In addition, the District provided water quality SCADA data from several chlorine analyzers, which allowed a more detailed understanding of the trends in disinfection residual over time. The separation of pressure zones by disinfection types proved a particular challenge with regard to the MSX modeling given the underlying theoretical water quality decay model. As a part of this study, Carollo also evaluated the relationship between the District's storage criteria and the District's water quality concerns given enhanced reliability added to the imported water supplies to the District.



Carollo achieved excellent model calibration results for the complex water system of Yorba Linda Water District to conduct advanced water quality analysis with InfoWater's MSX.

City of South Pasadena, California

Development of Full System Hydraulic Model

Reference:

Mr. John Wolitarsky
Project Manager
825 Mission Street
South Pasadena, CA 91030
626-403-7200
wallys@aol.com

Key Staff Involvement:

Inge Wiersema, Project Manager
Debra Dunn, GIS

Completion Date: January 2013
Dollars: \$88,000

Project Elements:

- Fire hydrant testing in a water system with many old pipelines (up to 100 years) to establish C-factors for a wide range of age and material pipeline groups.
- Successful calibration of water model with limited SCADA data.
- Use of remote pressure loggers within the distribution system resulted in identification of unknown hydraulic dynamics that were critical for calibration success.
- The update will allow the City to prioritize funds on improvements that significantly improve the distribution system.

Carollo developed an accurately calibrated model of the City's old distribution system using fire flow tests, SCADA data, and remote pressure loggers.

The City of South Pasadena (City) retained Carollo to develop a hydraulic model of its water distribution system in H₂OMAP Water®. As the City's water distribution system includes a large amount of aged infrastructure, the City sought development of a hydraulic model to be able to plan how best to focus limited resources for addressing replacement and rehabilitation of its water distribution system. The project included development and calibration of the hydraulic model, followed by documentation and training of City staff in operation of the hydraulic model. Carollo's modeling team for this project was entirely based in Carollo's Pasadena office, which proved especially valuable, as responding to questions that arose during model development and calibration could be conducted face-to-face with little coordination effort on the City's behalf.

Model calibration uncovered some unanticipated modeling challenges. The use of Carollo's remote pressure loggers demonstrated during the calibration process that the City's primary pressure zone functions as a closed zone during certain operating conditions (in which many of the fire flow tests were conducted). Carollo staff worked closely with City operations staff to incorporate their detailed understanding of the water facilities in order to develop a calibrated model. The use of the remote pressure loggers proved critical to successful model calibration.

While the City's water distributions system is fairly small compared to its neighbors of Los Angeles Department of Water and Power and Pasadena Water and Power, development of the hydraulic model faced many challenges, as documentation and records for the City's water distribution system was fairly dated. Carollo had to work extensively with City staff to reconcile identified discrepancies and build a more detailed understanding of the water distribution system based on their experience.



City of Upland, California

Water Model Update and Master Plan

Reference:

Mr. Harrison Nguyen
Senior Engineer
1370 North Benson Avenue
Upland, CA 91786
909-931-4378
hnguyen@ci.upland.ca.us

Key Staff Involvement:

Inge Wiersema, Project Manager
Debra Dunn, GIS

Completion Date: November 2009
Dollars: \$113,000

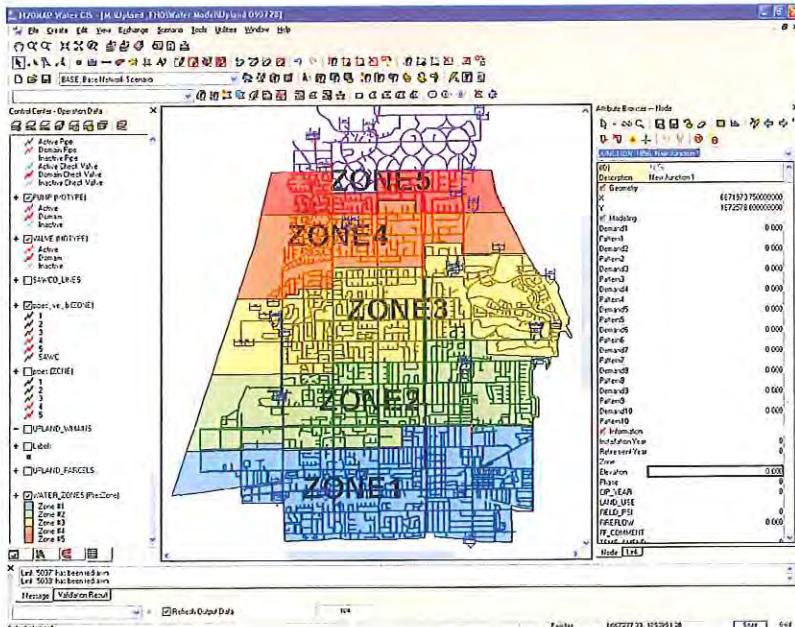
Project Elements:

- Update water distribution system network of existing model.
- Development of calibration plan.
- Fire hydrant testing to establish C-factors and pressure data.
- Successful calibration of water model with limited SCADA data.
- System analysis with updated model, including fire flow and storage analysis.
- Development of CIP and Master Plan Report.

The City of Upland (Upland) retained Carollo to review its latest water master plan and update its CIP. The population and water demand projections were updated and reduced compared to the previous plan. The revised demand estimates were used to reevaluate the water supply, storage, and booster pumping capacity requirements. The recommendations were adjusted accordingly and the CIP was updated with current unit cost estimates for 2009.

In addition, the hydraulic model was used to reevaluate the water distribution system performance with the updated demand estimates that were allocated to the existing H₂OMAP® model. Fire flow analysis was conducted under existing and future demand conditions for the entire city, and pipeline recommendations were updated accordingly. It was recommended that the hydraulic model be enhanced from a steady-state backbone model to an all-pipe EPS model.

During the second phase of the project, the hydraulic model was updated by including all pipelines 4 inches in diameter and greater. Calibration data was gathered from fire flow field testing and Upland's SCADA system. The model was then calibrated for EPS conditions and model training was provided for Upland staff. The updated model was used to update the water master plan and CIP.



Our project team demonstrated the ability to quickly get familiar with multi-zone water system and conduct hydraulic analysis with an existing model.

City of Glendale, California

Development of Hydraulic Water Model and IDSE Study

Reference:

Mr. Leighton Fong
Civil Engineer II
141 North Glendale Avenue
Level 4
Glendale, CA 91206
818-548-3982
LFong@ci.glendale.ca.us

The City of Glendale Water and Power Department retained Carollo to develop a hydraulic model of its water distribution system using H₂OMAP. Glendale's distribution system is relatively complex, with 3 connections to the Metropolitan Water District of Southern California, 13 wells, 2 treatment plants, interconnections with 2 other agencies, 28 pump stations, and 27 storage facilities. These facilities are organized into 11 separate pressure zones that provide water service to approximately 35,000 connections. The main objectives of this project included:

- Providing a hydraulic model to assist the City in planning and optimizing the operation of its water distribution system
- Meeting the proposed Disinfection Byproduct Rule (DBPR) Stage 2 Initial Distribution System Evaluation (IDSE) requirements for a system specific study (SSS) in lieu of the standard monitoring program (SMP) option

The project was divided into two phases. This first phase of the scope of work consisted of the development and calibration of a hydraulic model of the City's potable water distribution system. The second phase included assisting the City in addressing Stage 2 DBPR Requirements and other water quality regulations. At the completion of this project, the calibrated hydraulic model became a tool for addressing the proposed Stage 2 DBPR IDSE requirements for a well-calibrated distribution system model for the purpose of the SSS. This was accomplished by accurately modeling pipelines 4 inches and larger, storage facilities, pumping stations, control valves, pressure zones, groundwater wells, supply sources, and interconnections.

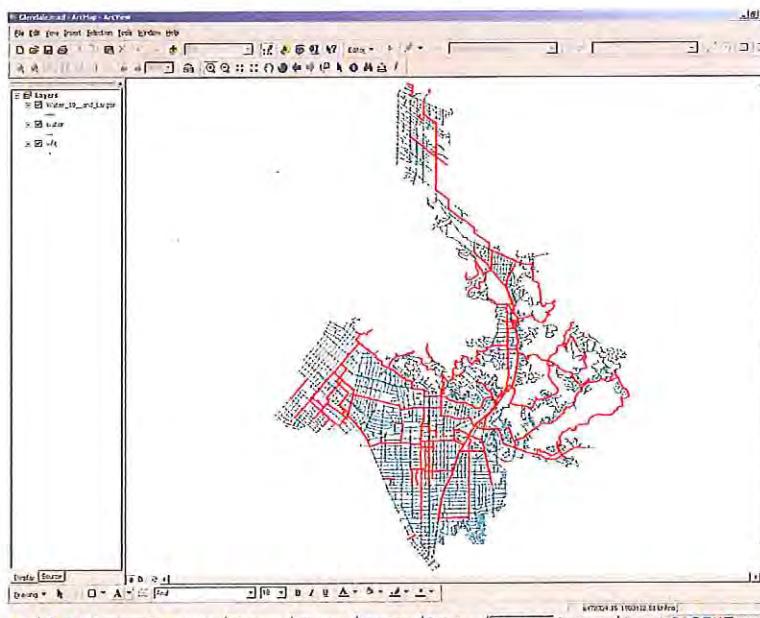
Key Staff Involvement:

Inge Wiersema, Project Manager
Debra Dunn, GIS

Project Elements:

- Hydraulic model update from the City's GIS.
- Modeling of all of the City's water facilities, including MWD connections, inter-agency connections, wells, treatment plants, pump stations, and storage facilities.
- Successful calibration of system hydraulics and water quality parameters.
- Preparation of a system specific study to meet the Stage 2 Initial Distribution System Evaluation (IDSE) requirements.

Carollo developed the City's model from GIS and successfully calibrated the model for hydraulic and water quality parameters.



City of Santa Barbara, California

Development of Water Quality Hydraulic Model and IDSE Study

Reference:

Ms. Catherine Taylor
Water System Manager
630 Garden Street
Santa Barbara, CA 93101
805-564-5379
ctaylor@santabarbaraca.gov

Key Staff Involvement:

Inge Wiersema, Project Engineer
Richard Humpherys, Technical Review

Project Elements:

- Project team needed to get very familiar with the hydraulic modeling of a complex water system in a short timeframe.
- Hydraulic and water quality calibration was successfully completed and provides our team with a detailed understanding of the City water system hydraulics.
- Successful project completion by same project manager and project engineer as proposed for your project.
- Successful completion of project on a very aggressive project schedule (3 weeks).

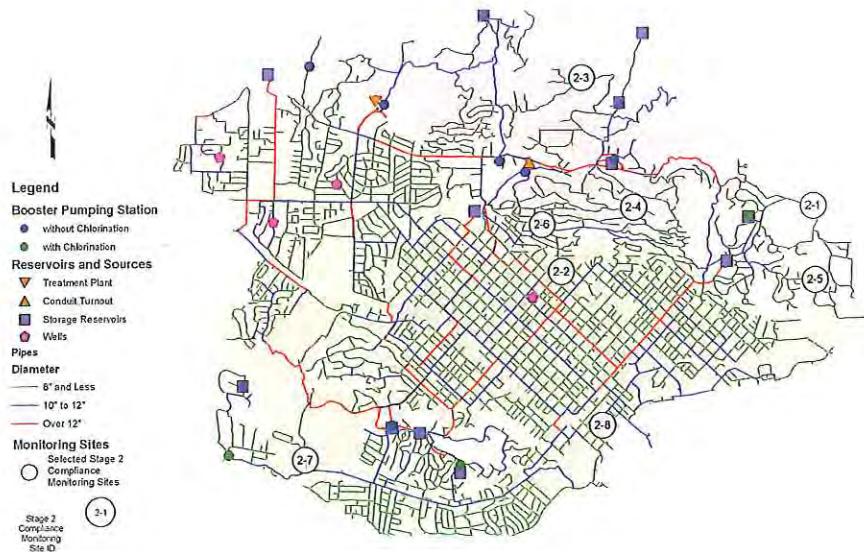
Carollo successfully completed the hydraulic and water quality modeling for the City's complex water system in compliance with the IDSE modeling requirements, and delivered the report to DPH within a tight 3-week schedule.

Carollo assisted the City of Santa Barbara in using the City's hydraulic model to conduct a system-specific study for compliance with the Stage 2 Disinfection By-Products Rule by preparing an initial distribution system evaluation (IDSE) report.

The distribution system includes 19 pressure zones due to the significant elevation changes in the east part of its distribution system. This adds significant complexity to the hydraulic model due to the number of pressure reducing stations and booster pumping stations to transfer water between the zones and subzone. The City's distribution system is supplied by a variety of sources, including a treatment plant, groundwater wells, and regional water connections.

To use the City's hydraulic model for compliance with the rule, Carollo conducted a verification of model performance in which the reservoir levels within the distribution system were matched against predictions made by the City's hydraulic model for a 24-hour period. The significant number of pressure zones, sub-zones, and branching, non-looped pipeline networks within the higher pressure zones created significant challenges to accomplishing the verification. Through involvement with City staff, Carollo was able to make adjustments to the model to reflect field conditions.

With verification of the City's hydraulic model complete, Carollo used the model to evaluate water age, which was used in combination with Stage 1 DBPR sampling data to determine the optimal Stage 2 DBPR sampling locations.



STRATEGY AND IMPLEMENTATION PLAN

Implementation Plan

Carollo has prepared a detailed scope of work to conduct all the tasks listed in the RFP. We will meet the City's overall project objective of identifying the proper pressure zone boundaries and storage configuration to meet future water demands, and supply the Rancho San Gorgonio development in particular. Based on Carollo's involvement as technical reviewer for the Master Plan of Water prepared by Encompass Associates for the Rancho San Gorgonio development, we are extremely familiar with this development and how it needs to be integrated with the City's overall water distribution system.

Our implementation plan for the project is pretty straight forward. First, we will prepare a detailed data gathering list to exactly outline the data needs to update the hydraulic model as part of Task 1. This list will be provided immediately upon notification of selection, so that City staff has ample time to collect the necessary, such as, as-built drawings for the reservoir, latest GIS files, 2013 billing data, 2013 production data, and other pertinent facility data. It is assumed that all information will be delivered at the project kickoff meeting so that we can immediately start updating the hydraulic model.

Carollo can update the model in the current H2ONET® software, or if desired, convert the model to a more commonly used and GIS-based modeling platform, such as H2OMAP Water or InfoWater. This decision will be made at the project kickoff and does not impact the project fee provided.

The model pipeline network will then be updated by adding in all pipelines of 6-inch and diameter and greater that were installed since 2002, when the model was last updated. Based on previous data review and the RFP, it is estimated that this is about five miles of pipeline (excluding pipelines to Blackbench). C-factors will be allocated based on typical industry standards for the corresponding pipe material and pipe age. Subsequently, as-built drawings and GIS data will be used to model the new reservoir. The status of groundwater wells will be updated to reflect current conditions and new wells will be added, if needed.

Once the model topology is updated, the existing water demands will be scaled to reflect 2013 demands. In addition, two future model scenarios will be created for year 2035 conditions using the water demand projections from the City's 2010 Urban Water Management Plan. These two scenarios will be with and without the Rancho San Gorgonio (RSG) development. Once the model demands are input, the model will be debugged, as needed, to make the model run without error warnings.

The updated model will then be used for the two subsequent tasks, Task 2 - Storage Analysis and Task 3 – Hydraulic Analysis. These two tasks will be executed in parallel due to the close interaction of the findings of each task. The model will be used to obtain a water demand breakdown per pressure zone under all 3 demand conditions (existing, 2035 without RSG, and 2035 with RSG). Topography information will be used to determine the initial pressure zone boundaries for the RSG development. Based on the storage criteria from the latest adopted water master plan, a mass balance storage analysis will be conducted to determine the storage balance surplus/deficit by pressure zone for all three demand conditions. Carollo will then work with City staff to identify up to five potential storage sites to locate a new reservoir to address the identified storage deficits. The hydraulic model will then be used to size transmission mains and verify that gravity storage is replenished appropriately over a 24-hour period under maximum day demand conditions.

Carollo will conduct a workshop meeting with City staff and other stakeholders to present the preliminary findings, zoning layout, and reservoir recommendations. The objective of this workshop is to get input from all parties before finalizing the recommendations and avoid duplicate documentation effort. Based on input received at this workshop, Carollo will then refine analysis, cost estimates, and recommendations.

These update analysis findings will then be documented in a draft Technical Memorandum (TM). Based on comments on this Draft TM, the proposed storage sites, transmission mains, and pressure zone layout may be slightly adjusted. The final recommendations will then be documented in the Final TM.

Scope of Services

Task 1. Water Model Pipeline Update

Carollo has compared the City's 2002 hydraulic model and water system GIS. Based on our review, we have identified approximately five miles of pipelines that were installed after 2002 when the last modeling study was completed. We propose to import up to five miles of these new pipelines (excluding the pipelines to Black Bench) and connect these to existing model nodes, as appropriate. In addition, one new reservoir will be added with the correct dimensions and connectivity. It is assumed that City staff will provide the necessary as-built drawings and latest GIS files for this task at the project kickoff meeting.

As stated in the RFP, the 2002 model contains 27 wells, while the City has only 24 active wells. During the kickoff meeting, Carollo will verify the accurate status of all wells currently in the model and add new wells as needed, including the wells co-owned with Beaumont Cherry Valley Water District.

For the purpose of this study, we have assumed that the demand distribution, water system facilities, and controls are accurate enough to conduct the analysis described under Task 3. Per the RFP, this task does not include an entire model update and calibration, as this is intended to be completed at a later date.

Task 2. Storage Analysis

Carollo will use the hydraulic model to determine the water demand distribution by pressure zone. These demands will then be scaled up to current demands using the City's 2013 production or billing data. Then the demand projections from the 2010 Urban Water Management Plan (UWMP) will be used to scale demand by pressure zone to year 2035. The projected water demands of the Rancho San Gorgonio Specific Plan development will be included in the future demand breakdown.

Once the demands by zone are established, a mass balance storage analysis will be conducted using the storage planning criteria from the latest adapted water master plan. The storage deficiencies with and without the Rancho San Gorgonio development will be identified for future cost allocation purposes.

Carollo will review topographic data along with aerial imagery and city-owned parcels to identify potential reservoir sites at the proper hydraulic grade line. Transmission main lines to up to five potential sites will be sized. Preliminary cost information will be developed for each site (land, storage, and transmission pipelines) to facilitate a discussion with City staff to select future reservoir site(s). This meeting is included in Task 4.

Task 3. Hydraulic Analysis

The updated hydraulic model will be used to analyze system pressures under the following scenarios:

- Existing (2013) Peak Hour Demand (PHD)
- Future (2035) PHD without Rancho San Gorgonio Specific Plan development
- Future (2035) PHD with Rancho San Gorgonio Specific Plan development

Based on the results from these three model runs and topographic data, the appropriate zoning for the Rancho San Gorgonio Specific Plan development will be determined. New Pressure Reducing Stations (PRSs) to supply the development will be identified, where appropriate.

The reservoir location(s) selected as part of Task 2 will be included in the model for this analysis. The transmission main sizing to these reservoirs will be updated as necessary to reflect the proposed zoning configuration.

Task 4. Project Management and Meetings

This task includes general project management activities such as project communications, and invoicing. In addition, this task includes three (3) project meetings. As indicated on the project schedule, these meetings are assumed to take place as follows:

Meeting 1: Project kickoff

Meeting 2: During system analyses of Task 2 and 3 to present preliminary findings

Meeting 3: After submittal of the Draft TM to discuss City comments

Task 5. Summary Report and Project Documentation

The findings of this analysis will be summarized in a brief Technical Memorandum (TM). The draft TM will be submitted by email in PDF format. After review by the City and discussion of comments in Meeting No. 3, Comments will be incorporated in a final TM. The final TM will be submitted in hard copy (5 copies) and electronically in PDF format. In addition, all reports, data, and the updated hydraulic model will be provided to the City in native electronic format.

PROJECT SCHEDULE

Carollo will initiate this work upon a notice to proceed. We estimate that we can complete the work within eight weeks from the notice to proceed. This timeframe assumes six weeks to submit a Draft Technical Memorandum (TM), one week for City review of the Draft TM, and one week to incorporate City comments into the Final TM. Based on a kickoff meeting in the week of August 25, 2014 (per RFP), the draft TM will be submitted by the end of September, and the entire project will be completed by mid October. The proposed project schedule is shown in the table below.

Task	Description	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	29-Sep	6-Oct	13-Oct
1	Model Update	Pipes & Facilities	Input Future Demands						
2	Storage Analysis		Mass Balance Analysis	Initial Analysis of 5 Sites	Infrastructure Sizing and Cost Estimates	Refinement of Preferred Site(s)			
3	Hydraulic Analysis			Pressure Analysis and Initial Zoning Layout	Sizing of Pipelines and PRSs	Refinement of Recommended Zoning			
4	PM and Meetings	Kickoff Mtg			Workshop			TM Review Mtg	
5	Summary Report						Draft TM	City Review	Final TM
6	QA/QC				Review Workshop Materials		Review Draft TM		

Time Schedule for City Staff

To complete this study as described in the implementation plan and to meet the proposed project schedule, Carollo has assumed that City staff is available for the activities listed in the table below. The estimated time commitment for City staff by task is also listed.

Task	Description	City Staff Activities	No. of People Involved	Average Time Commitment	Total Estimated Time (hrs)
1	Model Update	Data Gathering	2	8 hrs/person	16
2	Storage Analysis	Gather Site information	1	2 hrs/site	10
3	Hydraulic Analysis	n/a			
4	PM and Meetings	Project Management	1	2 hr/week	16
		3 Meetings	3	2 hrs/meeting	18
5	Summary Report	review draft & final TMs	4	4 hrs/person	16

QUALITY ASSURANCE PROGRAM

QUALITY CONTROL

Carollo has a commitment to quality. A detailed program is incorporated into each of our projects, with the goal to provide quality engineering services consistent with Carollo standards and meeting or exceeding the expectations of our clients.

Our Quality Management Program is based on the concept of continually improving quality by identifying and correcting problems so that they do not reoccur, identifying and eliminating inefficiency and waste, reducing variability, and increasing performance. The Quality Management Program is overseen by a Quality Management Committee. Our Quality Management Program is dynamic—it is continually evolving to improve training, increase efficiency, maximize client satisfaction, and minimize variation with emphasis placed on producing the project the client desires.

Procedures

Before a project begins, the project manager is responsible for preparing a Project Checklist. This six-page form lists various project steps from pre-

contract planning through post-project history. It is a guide to assist the project team to identify the quality management steps and to document their completion. The checklist helps confirm that the project follows Quality Management procedures, since our experience indicates that when procedures are followed, quality improves. Some of the areas we include in our quality management checklist are:

- Pre-Contract Planning. Before a proposal is submitted or a contract is signed, we plan how we will complete the work. This includes understanding the project goals, selecting the project team, developing or refining the project scope, and establishing a budget that adequately reflects the level of service requested and expected by the client. Contracts are reviewed internally, prior to being executed, and, for contracts in excess of \$50,000, two signatures are required, with one of these signatures coming from a senior member in the firm.
- Special Requirements. Special requirements that can impact the project are identified. This can include special permits and regulatory approvals that could affect schedule, teaming arrangements, project delivery issues, or any other issue that is not normally part of our project procedures.

- **Work Plan.** A work plan is developed for each project. The work plan establishes the sequence of the work effort, when work needs to occur within the project schedule, meeting times, topics of discussion at the meetings, key decisions to be made, and the project deliverables.
- **Project Management Plan.** The project management plan includes lines of communication, schedule, scope, budget, staffing plan, and special requirements. The project management plan is distributed to the entire design team.

Continuous Improvement

One of the most important elements of a quality management program is to prevent repetition of project problems. Prevention requires specific programs to implement solutions.

Carollo has identified practice leaders by project type and by discipline. The practice leaders have the responsibility to keep abreast of application of current technologies. The practice leaders are a resource to design engineers to provide advice and prevent problems before they occur. The practice leaders are also involved in continuous update of design standards as technological and regulatory changes occur. A separate experience matrix is maintained for more specific design areas. The lists are maintained on Carollo's intranet for easy reference.

QA/QC Plan for this project

The key to quality control for this project is to conduct technical reviews at the appropriate critical project milestones and to plan these review moments at the start of the project to meet the proposed project schedule. For this project, there are two critical milestones where our independent technical advisor, Richard Humphreys, will review project deliverables. These milestones and the associated QA/QC activities for this project are:

1. Review of workshop materials. This review will take place in week 4 of the project. Richard will review the hydraulic model, model run results, infrastructure sizing, zoning layout, and cost estimates.
2. Review Draft TM. This review will take place in week 6 of the project. Richard will review the draft TM prior to submittal to City staff.

Arturo Vela, P.E.
City of Banning
Public Works Department
June 24, 2014
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PROPOSER INFORMATION

Company Name Carollo Engineers, Inc.

Company Address 199 S. Los Robles Avenue, Suite 530, Pasadena, CA 91101

Email iwiersema@carollo.com

Fax N/A

Contact Person Inge Wiersema, P.E.

Phone 626-393-7427

Signature 

Date 6/24/2014

Inge Wiersema

Education

MSc Environmental Engineering, Agricultural University, Wageningen, Netherlands, 1997

BS Environmental Engineering, Hogeschool Van Utrecht, Netherlands, 1995

Licenses

Civil Engineer, California

Professional Affiliations

American Water Works Association

Association of Women in Water, Energy, and Environment

Water Environment Federation

WaterReuse Association

Ms. Wiersema is an environmental engineer with 19 years of experience and is specialized in water system planning and water resources projects. She has been involved in more than 80 master planning and hydraulic modeling projects for water, recycled water, wastewater, and storm water systems in Southern California.

She has also worked on various groundwater management plans, watershed management plans, urban water management plans, sewer system management plans, and water supply studies. Her technical experience also includes conceptual and preliminary design of pipelines, pump stations, and water treatment plants.

Project Experience

- Project manager for the Hydraulic Model Update for the City of Santa Barbara, California. The project included an update to the existing hydraulic model and calibration for steady state and extended period simulation (EPS) conditions. Model training was also provided. The hydraulic model update, calibration methodology, and calibration results were documented in a report. Based on those results, the model conclusively provides an accurate representation of the City's distribution system and system operations to a level suitable to support the City's future hydraulic modeling endeavors.
- Project manager for the Hydraulic Modeling Project and North East Planning Study for the Yorba Linda Water District, California. The project included an update and calibration of the hydraulic model. Updates included incorporating pipelines from the District's aging pipeline replacement program, interpolating elevations across the distribution system, enforcing seasonally adjusted pressure zone boundaries, and updating pump curves and control strategies for the booster pumping stations. Model strategies were augmented to more fully replicate behavior of the distribution system. The model calibration was conducted using historical fire flow

tests and SCADA data.

- Project manager for the Development of Full System Hydraulic Model for the City of South Pasadena, California. The project included development and calibration of the hydraulic model, followed by documentation and training of City staff in operation of the hydraulic model. The use of remote pressure loggers within the distribution system resulted in identification of unknown hydraulic dynamics that were critical for calibration success.

- Project manager for the Water, Wastewater, and Recycled Water Master Plans for the City of Oceanside, California. The project included model development and collaboration, condition assessment of distribution and collection systems, recycled water market assessment, demand and flow projections, master plan updates and CIP development. Carollo is also responsible for presenting planning study findings to committees, commissions, and the City Council.

- Project engineer for Integrated Water Management Plan for the City of Riverside, California. The ongoing project will identify a supply strategy to meet the City's potable and non-potable water demands. A customized optimization model is being developed for the water supply portfolio evaluation that will consider new wells, recycled water, groundwater recharge, salinity management, water conservation, stormwater, water treatment, and groundwater banking projects. The study also includes a water distribution master plan update and a detailed water quality analysis to meet existing and anticipated water quality regulations. Water supply and water distribution systems will be combined in a comprehensive Capital Improvement Program (CIP) through the year 2035.

- Project engineer for the Water Master Plan for the City of El Centro, California. The project consisted of the creation and calibration of a hydraulic model in H₂OMAP Water®, system analysis, capital

improvement program (CIP) development, and the preparation of a master plan report.

- Project manager for the Capital Implementation Plan for Recycled Water Systems for the West Basin Municipal Water District, California. The project included the condition assessment of four treatment plants, recycled water market assessment, and development and calibration of 10 different hydraulic models of the various recycled water systems. The Title 22 system was calibrated for water quality parameters. The models will be used to lay out the future system network and improvement projects will be summarized in a capital improvement program (CIP).
- Project manager for the Recycled Water Master Plan for the City of Banning, California. The project included development of a recycled water model in H₂OMAP Water®; preparation of demand estimates, customer analysis, and hydraulic analysis to size the most cost-effective citywide recycled water system; and preparation of a capital improvement plan. The findings of the project were documented in a comprehensive recycled water master plan.
- Project manager for the Wastewater Master Plan and Sewer System Management Plan (SSMP) for the Elsinore Valley Municipal Water District, California. The project included the creation and calibration of a hydraulic model in H₂OMAP SWMM®, system analysis, the preparation of a capital improvement program (CIP), a master plan report, and a SSMP report. The sewer system serves 92 square miles and includes 360 miles of pipeline and 32 lift stations.
- Project engineer for the Water, Recycled Water, and Wastewater Master Plans for the City of Hesperia, California. Project included projection of water demands and wastewater flows, siting of three new wastewater treatment plants, development and calibration of a hydraulic models in H₂OMAP Water® and Sewer®, and hydraulic analysis to size reservoirs, pipelines, force mains, lift stations, pump stations, and treatment plants. The findings of the project were documented in comprehensive master plans and a \$750-million capital improvement program.
- Project manager for the Water, Recycled Water, and Sewer Master Plans for the City of Banning, California. The project included development of hydraulic models from geographic information system (GIS), water demands and wastewater flow

projections, model calibration with field data, supply analysis, hydraulic analysis, and preparation of a capital improvement plan. The findings of the project were documented in a comprehensive Water, Recycled Water, and Sewer Master Plan.

- Project manager for the 2010 Water Master Plan update for the City of Upland, California. The project included the development and calibration of a hydraulic model, demand projections, water system evaluations under existing and future demand conditions through year 2030, and the preparation of a capital improvement program and water master plan report.
- Project manager for the 2010 Water Master Plan for Victorville Water District, California. The project included projection of potable water demands, development and calibration of a hydraulic model in H₂ONET®, and hydraulic analysis to size pipeline, reservoir, and booster station improvements. The findings of the project were documented in a comprehensive water master plan and a \$400 million capital improvement program.
- Project manager for the 2014 comprehensive master plan for Padre Dam Municipal Water, California. This integrated master plan involves the District's water, wastewater, and recycled water infrastructure. This project includes (recycled) water demand/sewer flows forecasting, water supply analysis, hydraulic model updates for the water and recycled water systems, development and calibration of a new sewer system model, and field condition assessment of key facilities. In addition, the feasibility of the wastewater plant expansion for an indirect potable reuse (IPR) project were evaluated. The findings were combined in a comprehensive capital improvement program (CIP) and water master plan report.
- Project manager for the Recycled Water Master Plan for the Indio Water District, California. The project included a recycled water market assessment including customer surveys, demand projections, and development of a hydraulic model to size future distribution system components. In addition, opportunities for groundwater recharge at a City park using direct injection wells were evaluated. The findings of the project were presented in a master plan report and projects were phased in a \$75 million Capital Improvement Program (CIP).

- Project manager for the Recycled Water Master Plan for the City of Carlsbad, California. The project included a recycled water market assessment including customer surveys, demand projections, development of a hydraulic model, hydraulic and water quality model calibration, analysis under existing and build-out conditions, and the preparation of a capital improvement program and comprehensive master plan report.
- Project manager for Recycled Water Master Plan for the City of Pomona, California. The project included a market assessment of existing and potential customers, recycled water supply analysis, development and calibration of a hydraulic model in H₂OMAP Water®, system analysis, and the development of a capital improvement program (CIP).
- Project manager for the 2014 water master plan for Mesa Water District, California. This ongoing project includes demand projections, water supply analysis, hydraulic model update and calibration, extensive field condition assessment, and development of an optimization model. As part of the field condition assessment, all water system facilities (eight groundwater wells, one treatment plant, two reservoirs, two booster stations, and imported water connections) were visited. In addition, 2 miles of non-destructive pipeline testing was done. The findings of the modeling and condition assessment analysis were combined in a comprehensive capital improvement program (CIP) and water master plan report.

Richard A. Humpherys

Education

*MS Civil Engineering,
Hydraulics, Utah State
University, 1988*

*BS Agricultural /
Irrigation Engineering,
Utah State University,
1986*

Licenses

Civil Engineer, Arizona

Professional Affiliations

*American Water Works
Association*

*American Society of Civil
Engineers*

*Water Environment
Federation*

AZ Water Association

Mr. Humpherys has over 26 years of experience dedicated to planning, hydraulic modeling, asset management, and improvement / optimization studies for wastewater collection and water distribution systems. His work has helped managers of numerous water and wastewater utilities to plan for the future and improve the daily operation of their systems.

Project Experience

- Technical advisor for the City of Los Banos, California Water Distribution, Wastewater Collection and Storm Drainage Master Plan. Tasks included: flow monitoring; collecting wastewater and storm drain survey information; converting CAD drawings to GIS; developing pump curve information for wells, sanitary sewer lift station, and storm drainage pump station; developing/calibrating hydraulic models of each system; correcting capacity deficiencies; and developing capital projects.
- Project manager for the Integrated Water Resources Master Plan (2011), Town of Gilbert, Arizona. This project is a follow-up to Carollo's two previous Integrated Master Plan Updates for the Town (2001 and 2006). This project provides an opportunity to re-evaluate the Town's master plans and strategies and address the Town's unique requirements to plan potable water, wastewater, and reclaimed water systems in a way that considers the complex inter-relationships of costs, water supply, water quality, and customer service. The project's main goals are to define the Town's water portfolio strategy for build-out and 100-year assured water plans, quantify future potable and reclaimed water demand, identify and size infrastructure improvements, evaluate water conservation measures, identify ways to eliminate collection system odors, update reclaimed water balances to plan for potable water resources augmentation, recommend water and reclaimed water system optimization, and recommend ways to address solids handling at the Neely Water Reclamation Facility.

• Wastewater water master plan technical advisor for the 2014 comprehensive master plan for Padre Dam Municipal Water, California. Richard is responsible for the technical review of the sewer system hydraulic modeling and wastewater master plan. This integrated master plan involves the District's water, wastewater, and recycled water infrastructure. This project includes (recycled) water demand/sewer flows forecasting, water supply analysis, hydraulic model updates for the water and recycled water systems, development and calibration of a new sewer system model, and field condition assessment of key facilities. The findings were combined in a comprehensive capital improvement program (CIP) and water master plan report.

- Planning manager, City of Scottsdale, Arizona Water Reuse Master Plan Update (as a subconsultant). Responsible for the wastewater component of this master plan. This study includes an evaluation of wastewater flow trends, future projections that include water conservation, evaluation of inflow and infiltration using radar data that measures precipitation, development of wastewater collection and treatment system strategies to meet existing and future needs, and determination of how best to use the reclaimed water.
- Project engineer for the City of Prescott Wastewater Collection System Model study. Developed and calibrated a GIS-based hydraulic model for the City's wastewater collection system. Evaluated very high infiltration and inflows following storm events to identify capital improvements. Developed a plan to expand the collection system and water reclamation plants to serve future customers.
- Project manager for the Liberty Utilities integrated master plan update. Developed revised growth projections, created plans for a water campus to serve the western part of the service area, identified timing for water reclamation plant expansion, and created a reclaimed water plan that includes recharge facilities,

and developed a capital improvement program.♦

Project engineer for the 2007 Integrated Water Resources Master Plan Update for the City of Yuma, Arizona. Led the team in identifying short-term and long-term water resources and infrastructure, and developing water and wastewater capital improvement and implementation plans to support the City's vision. Integrated planning allowed capital improvement program (CIP) strategies to be efficiently coordinated for financing and implementing the City's future infrastructure needs with minimized impacts on the community. The project also included generation of a System Water Plan, Effluent Management Plan, and Biosolids Management Plan for the City.♦ Project manager for the Scottsdale Water and Wastewater Integrated Master Plan, Scottsdale, Arizona. Developed flow projections for both the water and wastewater systems. Calibrated the wastewater model. Evaluated the City's pump back system to determine strategies to manage flows between water reclamation plants to ensure adequate service where revitalization is planned. Evaluated water age to reduce disinfection byproducts in the water distribution system. Developed a Capital Improvement Program. Estimated infiltration and inflow following storm events and developed strategies to mitigate the effects of infiltration and inflow.

- Project engineer for the Integrated Water, Wastewater, and Reclaimed Water Master Plan, City of Chandler, Arizona. Developed an infrastructure Capital Improvement Plan that saved the City money by identifying pumps that were not operating efficiently. Developed water demand projections based on land use and customer billing records. Created and calibrated hydraulic models of the water, wastewater, and reclaimed water systems. Developed a manhole and sewer main condition assessment program.

- Project engineer for the Litchfield Park Water Company Wastewater and Water System Master Plan, Litchfield Park, Arizona. Developed master plans for the water and wastewater systems in the Litchfield Park Service Company's (LPSCO) service areas. Digitized water and sewer records into a GIS system to create a set of record drawings for the utility. Created all mains hydraulic models of the water distribution and wastewater collection system. Developed a GIS based land use plan to predict water flows and wastewater loads. Solved

water distribution system and collection system problems and prepared a capital improvement plan through build-out.

- Technical advisor for the Water and Wastewater Master Plan, City of Punta Gorda, Florida. The project included developing and calibrating water and wastewater models for the City. Supported field testing activities. Identified and resolved a number of operational anomalies. Closed valves in the distribution system severely hampered operations and the model was used to identify closed valves. Recommendations were made to address deficiencies in the existing systems and to plan for future growth.
- Project manager for the Wastewater Master Plan Update, City of Mesa, Arizona. Updated the wastewater model, conducted flow monitoring, and calibrated the model. Developed alternatives to deliver wastewater to four different water reclamation plants to identify the optimal water reclamation plan. Evaluated the impact of storm inflows on collection system capacity. Developed reclaimed water strategies to dispose of reclaimed water in the most beneficial ways to the City. The project also included recommendations for biosolids removal, disinfection, and phosphorus removal at the water reclamation facilities. Developed a phased Capital Improvement Program.
- Project engineer for the Regional Capacity Facilities Management study, Cities of Scottsdale and Mesa, Arizona. Assisted in implementing a methodology for estimating storm flows into the collection systems to predict the magnitude of inflow and infiltration into the collection systems, and determined the capability that these collection systems have of conveying these flows.
- Hydraulic modeling assistance for the Clark County Water Reclamation District, Nevada Integrated Facility Master Plan. The Clark County Water Reclamation District completed the 2004 Facility Master Plan Update that identified facility needs for infrastructure, treatment, and reuse. The 2004 Facility Master Plan considered wastewater collection system planning for flows up to 137 mgd, and facility needs at the Central Wastewater Treatment Plant for flows up to 130 mgd by the year 2025. Growth in the District's service area continues to outpace projections and indications are that flows will exceed current projections within the present planning horizon.

Ryan F. Orgill

Education

*BS Civil Engineering,
California State
University, Fresno, 2006*

Licenses

*Civil Engineer,
California*

Professional Affiliations

*American Water Works
Association*

*California Water
Environment Association
- Central San Joaquin
Section*

Mr. Orgill joined Carollo in 2005 and has experience in master planning, hydraulic modeling, sewer system management planning, urban water management planning, and geographic information systems (GIS).

Project Experience

- Lead modeler for the City of Santa Barbara, California, Hydraulic Model Update. Responsibilities included updating the existing hydraulic model with the latest water distribution system pipelines from GIS.
- Project engineer for the City of Oakland, California, Sanitary Sewer Collection System Master Plan. Responsible for construction of the City's hydraulic computer model using the InfoSWMM modeling software package, model calibration, capacity analysis, development of improvement projects to mitigate capacity deficiencies, capital improvement cost estimate, and preparation of a technical report documenting the results of the analysis for submission to the U.S. Environmental Protection Agency in accordance with the City's Stipulated Order. Construction of the City's hydraulic model included digitization of the major collection system facilities into the InfoSWMM hydraulic modeling software program, with several complex overflow structures and connections to the East Bay Municipal Utility District (EBMUD) interceptor. The model was calibrated to 140 flow monitoring locations for both dry and wet weather flow conditions, approximately half of which recorded flow at City connection points to the EBMUD interceptor system.
- Staff engineer for the Elsinore Valley Municipal Water District, California, Wastewater Master Plan Update. Responsibilities included development and calibration of the District's hydraulic computer model, evaluation of the District's existing collection systems, development of improvement recommendations to mitigate existing deficiencies and serve future growth, and preparation of the District's master plan report.

• Collection system engineer for the West County Wastewater District, California, District-Wide Master Plan. Responsible for preparation and calibration of a dynamic collection system model to evaluate wet weather storm events to simulate existing flow conditions.

• Staff engineer for the Victorville Water District, California, 20-Year Comprehensive Water Master Plan. Responsibilities included calibration of the District's ID2 water distribution system hydraulic model, evaluation of the ID2 water system, and development of improvement projects to mitigate existing deficiencies and accommodate future growth.

• Project engineer for the City of Tulare, California, Sewer, Water, and Storm Drainage Master Plans and Sewer System Management Plan. Tasks included creation and calibration of a dynamic hydraulic sewer system model to evaluate flow monitoring data, development of flow routing criteria, and evaluation of the existing sanitary sewer system to mitigate deficiencies to serve future growth.

• Project engineer for the City of Chico, California, Sanitary Sewer Master Plan Update. Responsible for conversion and update of the City's previous HYRDA collection system model to the InfoSWMM hydraulic modeling software application. Current average and peak wet weather flows were developed based on the City's historical flow data, as well as the results of the temporary flow monitoring projects. Build out average and peak flows were projected for future land use areas, as identified in the City's General Plan Update. The project was calibrated to dry and wet weather flow conditions, and the collection system was analyzed under current and build out peak flow conditions. Several pipeline improvement routing options were considered and analyzed based on costs and other non-cost factors, and the preferred improvement alternatives were included in the master plan report.

- Staff engineer for the City of Galt, California, Wastewater Collection, Water Distribution, and Storm Drainage Master Plans. Responsibilities included calibration of the hydraulic computer model to both dry weather and wet weather conditions, assistance in the preparation of the Master Plan report, and development of a staged capital improvement plan for the City.
- Staff engineer for the Port of Oakland, California, Port-Wide Sewer System Management Plan (SSMP). The SSMP was prepared to meet the requirements of both the State and the Regional Water Quality Control Boards. As part of the project, responsibilities included the development of several supporting documents specific to the Port. These include a System Evaluation and Capacity Assurance Plan (SECAP), sanitary sewer design and construction standards, sanitary sewer use ordinances, an overflow emergency response plan, and a fats, oils, and grease control plan. The SECAP included development and calibration of a fully dynamic hydraulic model of the sewer collection system calibrated to both dry weather and wet weather conditions, evaluation of the collection system for existing and future design flow conditions, recommendations for capital improvements to mitigate deficiencies, condition assessment of sanitary sewer facilities in the Port, and development of costs associated with the proposed capital improvements.
- Project engineer for the City of Tulare, California, Sewer System Master Plan. Responsibilities included hydraulic model creation and calibration, development of analysis criteria, evaluation of the City's existing sewer collection system, development of improvement projects to mitigate existing deficiencies and to serve future growth, and development of a staged capital improvement plan.
- Project engineer for the City of Cotati, California, Sewer and Water System Master Plans. Responsibilities included hydraulic model development and calibration, existing and build out analysis of the water and sewer systems, development of capital improvements to mitigate existing deficiencies and to service future growth, development of a staged capital improvement plan, and development of the final Sewer and Water System Master Plan reports.
- Project engineer for the City of Tulare, California, Water System Master Plan. Responsibilities included hydraulic model creation and calibration, development of analysis criteria, evaluation of the City's existing water system, development of improvement projects to mitigate existing deficiencies and to serve future growth, and development of a staged capital improvement plan.
- Staff engineer for the Los Angeles International Airport (LAX) Phase I fire flow analysis for the Central Terminal Area (CTA) of LAX, California. Responsibilities included the development and calibration of a hydraulic computer model of the CTA water distribution system, development of evaluation criteria, and a fire flow analysis of the CTA distribution system. The model calibration consisted of both an extended period simulation and fire flow calibration of the CTA system.
- Project engineer for the City of Galt, California, Recycled Water Evaluation. Responsibilities included identification of potential recycled water customers in and near the City, estimation of potential recycled water demands, development of a conceptual recycled water distribution system, and development of planning level costs associated within the implementation of a recycled water system.
- Project engineer for the Elsinore Valley Municipal Water District, California, Sewer System Management Plan, which included development and review of all applicable SSMP requirements, including a system evaluation and capacity assurance plan.
- Project engineer for the City of Tulare, California, Sewer System Management Plan, which included development and review of a system evaluation and capacity assurance plan, overflow emergency response plan, and a fats oils, and grease control plan.
- Staff engineer for the Port of Oakland, California, Phase I Sewer System Management Plan, which included development of a Port-specific overflow emergency response plan, a fats oils, and grease control plan, sanitary sewer use ordinances, operations and maintenance recommendations, and sanitary sewer design standards.

Ryan M. Hejka

Education

BS Civil / Environmental Engineering, California State Polytechnic University Pomona, 2012

Licenses

Fundamentals of Engineering, California

Permaculture Design Apprentice

Professional Affiliations

American Society of Civil Engineers (ASCE)

California Water Environment Association (CWEA)

Mr. Hejka joined Carollo in June 2013 as an civil / environmental engineer. His background and strengths lie in, interagency communication, water recharge, environmental resource management, sustainable design, and data collection and analysis. His experience includes:

Project Experience

- Staff engineer for the ongoing 2013 Integrated Water Master Plan for the City of Riverside, California. He was responsible for identifying potential stormwater recharge sites, sizing detention basins, sizing recharge site infrastructure, and preparing the report.
- Staff engineer for the ongoing 2013 Water Master Plan Update for Mesa Water District, California. He was responsible for coordinating data gathering, designing the water supply optimization model, supply analysis, and preparing the report.
- Staff engineer for the ongoing 2013 Water Master Plan for the City of Colton, California. He was responsible for coordinating data gathering, supply analysis, and preparing the report.
- Staff engineer for the ongoing 2013 Integrated Water Master Plan for the City of Oceanside, California. He was responsible for coordinating data gathering, supply analysis, and preparing the report.
- As an Engineering Intern at San Bernardino Valley Water Conservation District (SBVWCD), he was responsible for writing many technical Reports. These Reports included the (2010-2011, 2011-2012, and 2012-2013) Engineering Investigation Repoprts (EIR) for the Bunker Hill Groundwater Basin, the (2011, 2012, and 2013) Big Bear Watermaster Report, and the 2013 Operations Management Manual (OMM). In addition to report writing, he was responsible for maintaining and optimizing the District's database and data collection methods. He was also responsible for filing the District's Water Rights.
- The completion of the EIR required him to coordinate with neighboring agencies in data gathering efforts, analyze the data using an existing groundwater model, and forecast groundwater levels using linear regression along with hydrologic calculations.
- He assisted in SBVWCD's portion of writing the Big Bear Watermaster Report. This included data gathering and analysis, groundwater banking, understanding of water rights issues, as well as occasional meetings and discussions with members of neighboring agencies.
- While writing the OMM, he spent several days communicating with the field and maintenance crews to get an understanding with major issues and complaints they had. Constant communication with field staff also gave him a comprehensive understand of how the detention basin and facilities were operated. He used engineering principals combined with many years of operational expertise (of the field crews) to update the OMM.
- He helped maximize the efficiencies of the groundwater detention basins. This was accomplished by a series of discussions and site visits with the field crew. Using the information learned from the observations and discussions, he helped the district come up with a basin maintenance plan, as well as a series of procedures of when and what order to use the basins. He incorporated these results into the OMM.
- He maintained the Districts database by collecting data from the field and maintenance crews. He reviewed the data and stored it in a series of difference types databases and spread sheets. He programmed an Android application that optimized the data collection and storage issues, by allowing field crews to enter data on site using their phones. This application eliminated the potential for error associated with transferring data from written records to a digital medium.
- He maintained the District's water

rights filings. This included calculating the amount of water the District diverted and infiltrated into the groundwater basin throughout the year. These values were reported to the State Water Resources Control Board.

- He took several classes through the College of Environmental Design at CSU Pomona in regenerative studies. These classes focused on advancing the principles of environmentally sustainable living through education, research, demonstration and community outreach.
- He took a class in Environmental resource management. This class included topics about minimizing and catching stormwater runoff, using bio-swales and catchment basins. Other topics included introductions to low impact development (LID) techniques and leadership in energy and environmental design (LEED) principals.
- He has completed several design projects involving stormwater harvesting and stormwater runoff minimization using detention basins and swales, slope stabilization using native plants,
- He completed a three month Permaculture Design Course which is defined as an ecological design system for sustainability in all aspects of human endeavor. Topics included design of natural homes and abundant food production systems, regeneration of degraded landscapes and ecosystems, rainwater harvesting, and using natural solutions before technical solutions.

Debra Dunn

Education

MSc Geographic Information Management, The City University, London, 2006

BS Business Administration, California State University, Fresno, 2001

Professional Affiliations

Beta Gamma Sigma

Phi Kappa Phi

Ms. Dunn has a background in geographic information systems (GIS), including experience with city, county, and state governments. Her experience includes GIS, information systems, and training.

Project Experience

- GIS analyst for City of Galt, California, Water, Sewer, and Storm Drain Master Plans, which developed master planning documents for planning infrastructure improvements to serve rapid growth within the City.
- GIS analyst for the City of Los Banos, California, Water Distribution System, Wastewater Collection System, and Storm Drainage Collection System Master Plans. Responsible for creating storm drainage system hydraulic model by incorporating AutoCAD drawings with line-work into the GIS software. City as-builts were utilized to obtain all necessary pipe diameters, rim elevations, invert elevations, pump station location, and storm drainage basin information. All were incorporated into the GIS software for the hydraulic model. Additional processing of storm subcatchments was necessary, including slopes, soils, longest length to manhole, acres, and width. Responsible for creating figures and exhibits for all master plans including study area, developed and vacant land, general plan land use, existing system, and capital improvement projects and phasing.
- GIS analyst for the City of Hughson, California, Wastewater Collection System Master Plan, Water Distribution System Master Plan, and Storm Drainage System Master Plan. Responsible for conversion of AutoCAD files into GIS shapefiles. Additional attributes were added as necessary to create the hydraulic model for the water, sewer, and storm systems. Responsible for creation of various GIS figures and exhibits including existing system, modeled system, capital improvements, study area, and general plan land use.

- GIS analyst for the City of Hesperia, California, Wastewater Master Plan Update, Water Master Plan Update, Recycled Water Master Plan, and 2005 Urban Water Management Plan.

Responsible for creation of various GIS figures and exhibits, including study area, general plan land use, groundwater basins, existing system, system deficiencies, and proposed future layouts with capital improvement projects and potential project phasing.

- GIS analyst for the City of Tulare, California, Water Distribution System, Wastewater Collection System, and Storm Drainage Collection System Master Plans. Responsible for processing storm subcatchments including slopes, soils, longest length to storm drainage inlet, acres, and width. Responsible for creating figures and exhibits for all master plans including study area, developed and vacant land, general plan land use, existing system, and capital improvement projects and phasing.

- GIS analyst for the City of Tukwila, Washington's Integrated Comprehensive Sewer and Water Master Plans. The Water Master Plan includes a water demand forecast, summary of source of supply analysis, detailed system supply analysis through year 2030, and CIP with associated financial requirements.

- GIS analyst for the City of Livingston, California, Water Distribution System Master Plan and Wastewater Collection System Master Plan. Responsible for creation of various GIS figures and exhibits including existing system, modeled system, capital improvements, study area, and general plan land use.

- GIS analyst for the City of El Centro, California, Water Distribution System and Wastewater Collection System Master Plans. Responsible for creating GIS figures including general plan land use, existing system, and future system. Responsible for allocating water demands for future growth areas.

Debra Dunn

- GIS analyst for the Comprehensive Water Plan for the City of Lacey, Washington. This plan developed future water supply needs, and summarized the source of supply analysis as required by the municipal water law.
- GIS analyst for the City of Renton, Washington, Water Master Update, which was developed collaboratively between the City of Renton and Carollo. Key issues Carollo is helping the City resolve include identifying alternate sources of supply, developing a 60-year demand forecast, and updating and calibrating the City's hydraulic model. In addition, Carollo completed the full system analysis with evaluation of the City's pump stations, water storage tanks, and system capacity needed for both existing and future conditions. The result is a 6-year and 20-year Capital Improvement Plan.
- GIS analyst for the Coachella Valley Water District, California, Water Distribution System Master Plan. This project involved conversion of AutoCAD files and text elements into GIS shapefiles. The GIS shapefiles were then used in the creation of a hydraulic water model. Current and future land use shapefiles and population projects were used to determine demands distributed throughout the distribution system.
- GIS analyst for the City of Glendale, California, Hydraulic Water Model. Responsible for analyzing and distributing the water demands throughout the water system through the processing of client records. Records were further analyzed by month/year and land use category to determine maximum daily water demands.
- GIS analyst for the Tualatin Valley Water District, Oregon, Water Master Plan Update. Responsible for analyzing and distributing the water demands throughout the water system through the processing of client records.
- GIS analyst for the Rodeo Sanitary District, California, Customer Audit and Rate Evaluation. Responsible for development of GIS mapping of the project service area.
- GIS analyst for the Coachella Valley Water District, California, Wastewater Collection System Master Plan. This project involved conversion of AutoCAD files and text tables into GIS shapefiles. The GIS shapefiles were then used to create a 5,300-pipe hydraulic sewer model with 30 lift stations. Existing deficiencies and future expansions needs were identified to determine future system requirements. Current and future land use shapefiles were used to determine loads distributed throughout the collection system.
- GIS analyst for the City of Oroville, California, Sewer Drainage Master Plan. Responsible for integrating field surveying data into the hydraulic model. Rim elevations were transferred to the manhole locations. Downstream and upstream invert elevations were transferred to the pipe line-work in order to complete the hydraulic model.
- GIS analyst for the City of Modesto, California, Wastewater Collection System Master Plan. This project involved creation and modification of GIS data including sewer trunks, manholes, general plan land use, boundaries, and special study areas. The GIS trunks and manholes were then modeled in hydraulic modeling software by engineers to determine improvements necessary in the existing sewer system. Current land use and future land use acres were calculated and combined with vacant and underdeveloped lands for use in the model. Tasks included creating figures and exhibits including general plan, study area, existing system, special study areas, flow monitoring, sewer basins, and special study area exhibits.
- GIS analyst for the City of Visalia, California, Wastewater Collection System Master Plan. Responsible for creation of various GIS figures and exhibits including existing system, modeled system, capital improvements, study area, and general plan land use.
- GIS analyst for the City of Bellingham, Washington, Sewer Collection System Master Plan. Responsible for determination of existing and future sewer loads. Future loads were calculated using future general plan land use and population projections. GIS figures and exhibits were created including existing system, existing and future land use, system deficiencies, proposed capital improvement projects, and improvement phasing.
- GIS analyst for the City of Pismo Beach, California, Sewer System Management Plan. Responsible for creating GIS figures including existing sewer system and sewer hot spots caused by fats, oils, and grease.

EXHIBIT "C"
PROPOSAL: URS



Proposal to Provide Professional Engineering Services
City of Banning 2014 Hydraulic Update

June 24, 2014

Mr. Art Vela, Senior Engineer
99 E. Ramsey Street
Banning, CA 92220

SUBJECT: Proposal for Hydraulic Model Update

Dear Mr. Vela:

Thank you for the opportunity to submit our qualifications and proposed approach on this project. We understand the importance of this project to the successful operation of the City of Banning water system. URS has provided Four (4) copies of the proposal to provide services for the City's Hydraulic Model Update. We have carefully reviewed your RFP and are confident that the URS team is highly capable in the required water distribution system hydraulic modeling.

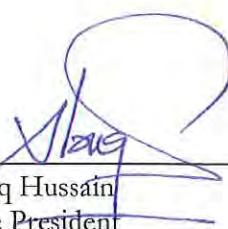
Highlights of our approach and proposed team include:

- Project team will be led by Joseph Zhao, P.E., PhD. Joseph is an expert member of the URS hydraulic modeling practice team at URS Santa Ana office. Joseph has successfully completed many water distribution system hydraulic modeling projects nationwide. The project will be supported by staff engineer Mr. Yacoub Raheem, E.I.T. Yacoub is a Stanford Graduate at the URS Santa Ana office, with expertise in the areas of GIS and hydraulic modeling. Joseph will lead the hydraulic modeling team to perform all the hands-on work from beginning to end to ensure successful completion of the project;
- The URS Santa Ana hydraulic modeling project team has successfully completed the City of Corona's Hydraulic Model Update in April, 2014, which is a project very similar to yours. The project was successfully delivered in a timely fashion;
- Joseph is a URS Certified Project Manager. He will use URS's in-place project management and financial control platforms to commit to meeting all project objectives and scheduling deadlines.
- Joseph has served as URS Ontario Quality Control Officer and understands that quality is of essential for successful completion of this project. We have selected URS national expert, Ms. Yelena Sandler, PE, at the URS Denver office as QC reviewer for this project.

We hope you will provide URS the opportunity to partner with your staff on this important project. If you have any questions or comments, please contact Joseph Zhao at (714)648-2772.

Sincerely,

URS Corporation Americas


Tariq Hussain
Vice President


Joseph Zhao, Ph.D., P.E.
Project Manager



Proposal to Provide Professional Engineering Services City of Banning 2014 Hydraulic Update

1.0 Qualifications of Firm and Project Team

Description of the Firm

URS Corporation (URS) brings to the City of Banning one of the industry's leading planning, design, engineering, environmental consulting, and construction management firms. We have been ranked the #1 design firm for eight consecutive years in *Engineering News-Record's* listing of Top 500 Design Firms (2000-2008). We are currently ranked #2 on ENR's Top 500 Design firms list for 2010 through 2013. In Southern California, URS has been providing planning, engineering design, and environmental consulting services for more than 65 years. We know the local environmental and regulatory settings through our work on planning and design projects throughout southern California. Our Southern California offices have nearly 1,000 seasoned engineers, planners, designers, and support personnel who provide services to our clients.

The specific experience and capabilities of URS matches those required by the City on this project. The URS team has recent experience performing similar water distribution system hydraulic modeling for local Southern California cities such as Corona, Redlands, Long Beach and Desert Hot Springs, as well as States across the nation, including AZ, CO, UT, OH, VA, NY and FL.



Project Team

URS has tailored the project team to meet the requirements of the City and deliver a high-quality project. The team's blend of experience, demonstrated capabilities, and educational background is highlighted in the résumés provided in this section. Dr. Joseph Zhao, PE, Project Manager, will apply his extensive experience to this project to ensure successful completion and will be the City's central point of contact.

Joseph is uniquely qualified to manage this project given his 17 years of hands-on, extensive experience in water distribution system hydraulic modeling. He has an advanced degree specialized in water distribution system hydraulic modeling and system optimization. He has completed over 20 water system modeling projects, and is a recognized URS expert in this field. He has demonstrated through his previous work on the hydraulic modeling projects that he is able to manage projects and perform quality work on a tight budget while delivering high quality products to clients.

URS hydraulic modeling team also includes several highly qualified individuals.

- Joseph Long, PE, Principle-in-Charge. Joseph Long, PE, has more than 25 years of experience in water resources management. He will provide overall technical direction and senior technical oversight. His technical expertise ranges from master planning and program management to QA/QC programming.
- Yelena Sandler, PE, Project QC reviewer. Yelena is a URS expert specialized in water distribution system hydraulic modeling. She leads hydraulic modeling work at the URS Denver office and brings 14 years of experience in water distribution system modeling. Yelena has used all of the major water distribution models. She has recently completed the City of Westminster's Water Distribution System Master Plan, hydraulic modeling for the City and County of Broomfield, City of Delta Master Plan, Town of Divide, Town of Telluride, and Schofield Barracks.
- Yacoub Raheem, E.I.T., Project Staff Engineer. Yacoub is a graduate from Stanford University with special expertise in hydraulic modeling and GIS technology. He has recently worked with Joseph on the City of Corona hydraulic model update and is thoroughly familiar with the InfoWater program.



Team Resume

Areas of Expertise

Water and Wastewater Treatment
Advanced Water Treatment
Technology
Water and Wastewater Systems
Hydraulic Modeling

Years of Experience

17

Education

BS/1994/Environmental
Engineering/Tongji University
MS/1997/ Environmental
Engineering/Tongji University
PhD/2004/Environmental
Engineering/University of Central
Florida

Registration/Certification

P.E./FL. License Number 63109
PE/CA. License Number 79329

Joseph Zhao, PhD, P.E.

Lead Project Engineer, PM

Overview

Dr. Zhao has extensive experience in planning and hydraulic modeling for water distribution and sewer collection systems. He developed the water distribution system modeling software WNET, Synthetic Municipal Drinking Water Optimization System in 1997. He has experience in watershed hydraulic and hydrology studies, drinking water and sewer master planning, modeling water distribution systems and wastewater collection systems including surge analysis and system optimization. Dr. Zhao is proficient in the following modeling programs: Bentley programs including WaterCAD, SewerCAD, WaterGEMS, SewerGEMS, and Hammer; MWH programs including InfoWater, InfoSewer and InfoSurge; and other sewer and water distribution system modeling programs including KYPipe, EPASWMM 5, EPANET and DHI.

Dr. Zhao is currently serving on the AWWA Water Distribution System Standard Committee, and actively assists WERF on the Project INFR3R11 review committee—“Optimization of Wastewater Lift Stations for Reduction of Energy Usage.”

Project Specific Experience

Project Task Manager, SR 91 Widening Design-Build, Water System Update and Hydraulic Analysis, Riverside, CA (2014): Responsible for hydraulic modeling and analysis. Provided update to City of Corona's water distribution system hydraulic model from H2OMAP to InfoWater. The update accounts for the recent improvement of approximately 100 water distribution mains that are impacted by the newly construction of SR-91 transportation facilities.

Lead Engineer, Master Plan and Water Distribution System Modeling, City of Redlands, CA (2013): Responsible for development of the water distribution system hydraulic modeling for the City of Redlands's complex water system, including extensive dynamic model calibration and simulation of water quality and blending for different and sources and pressure zones.

Project Task Manager, Hydraulic Model Update, Port of Long Beach (POLB) Pier G, Long Beach, CA (2012): Lead engineer responsible for the Pier G Water Master Plan hydraulic modeling. URS is under contract with the Port of Long Beach for master planning and engineering design for redevelopment of the Pier G, Berths G230-G236 Container Terminal. POLB water system hydraulic model has been developed in a port-wide Master Plan with H2OMAP platform. The model has been updated for the Pier G water master plan. URS performed steady-state hydraulic analysis for the water system with focus on various design scenarios to ensure the water supply meet all design criteria. Modeling efforts included demand analysis and allocation for the average day demand, maximum day demand, peak hour demand and fire flow analysis.

Marine Corps Air Station, Hydraulic Modeling Update, Yuma, AZ (2011): Lead engineer responsible for development and update of the existing water distribution system hydraulic model. Performed hydraulic



Proposal to Provide Professional Engineering Services
City of Banning 2014 Hydraulic Update

analysis for average day, maximum day, and fire flow conditions. Identified potential system deficiency and solutions for improvement.

Project Task Manager, 8mgd Forrest Ave. Booster Pump Station Upgrade, Pennsylvania American Water (2012): Responsible for hydraulic and transient analysis.

Project Task Manager, 14 mgd Big Timber Creek Booster Pump Station Upgrade, IWA NJ American Water (2012): Responsible for hydraulic and transient analysis.

Task Manager, Forensic Investigation – Pipe Failure Valley Creek Trunk Sewer, Wilson Road Force Main Break, Chester County, PA (2012): Served as URS hydraulic modeling expert responsible for hydraulic and transient analysis.

Water System Modeling and IDSE Study, Tiffin, OH (2010): Responsible for performing the IDSE study for the City of Tiffin, Ohio water distribution system. Calibrated the hydraulic model and performed EPS water quality simulation. Successfully submitted EPA IDSE filing.

Water System Hydraulic Modeling for City of Norfolk, VA (2010): Lead project engineer responsible for performing distribution system hydraulic modeling and pumping schedule optimization at the two treatment plants and the two ground storage tanks with associated pump stations and two elevated water storage tanks. The City of Norfolk primary drinking water system consists of two water treatment plants with total permitted capacity of 137 mgd and two large capacity ground storage tanks/re-pump stations and two elevated tanks. Hydraulic modeling analysis included WTP, tank operation and master meter SCADA data analysis, Extended Period Simulation and multiple scenario comparison.

Bay County Alternative Water Supply Study, Hydraulic Modeling, Bay County, FL (2010): Lead engineer responsible for performing surge and hydraulic analysis using Bentley's Hammer and WaterGEMS program. The project involved evaluating six wells to supply 30 mgd to Bay County's existing distribution system (60 mgd ADF) as alternative water supply. Developed GIS based hydraulic modeling using Haestad WaterGEMS v8i. Performed steady-state model calibration, surge analysis and recommended surge protection measures at the well field and transmission main.

City of North Port Water Distribution System Modeling, FL (2009): Lead Engineer responsible for evaluating the City's distribution system and its capacity to deliver additional regional water from the City to the Peace River/Manasota Regional Water Supply Authority Interconnect via the 2010 booster pump stations and the high service pump stations.

Lead Project Engineer, Town of Cary Hydraulic Modeling and Transient Analysis, NC (2008): Responsible for the transient analysis to design the Swift Creek Parallel Force Main and Swift Creek Wastewater Pump Station.

Lead Project Engineer, Hydraulic and Hydrology Analysis for C-44 Reservoir/STA Project (2007): Responsible for C-44 Reservoir and Storm Water Treatment Area project system hydraulic analysis. C-44 Reservoir and Storm Water Treatment Area project located on approximately 12,000 acres of land located in southern Martin County. The project supports the goals and objectives of Comprehensive Everglades Restoration Plan. The overall plan calls for the implementation of more than sixty projects over a period of thirty years and will cost an estimated 10.9 billion dollars. The project will capture excess surface water runoff that flows to the Atlantic Ocean and Gulf of Mexico and re-directing it to a series of impoundments for storage and treatment. Duties included leading the system hydraulic and hydrology analysis during the 30%, 60% and 90% design. Served as process engineer and designed all hydraulic components including spillway, pump station, intake and other hydraulic structures. Hydraulic/hydrology model was completed using EPA SWMM 5.0



Team Resume

Areas of Expertise

Recharge/Water Banking Projects
Potable Water/Reclaimed Water Facilities
Pumping Facilities
Regional Flood Control Facilities
Transportation Infrastructure
Stormwater Master Planning
Water Conveyance/Flood Control
Quality Assurance / Quality Control

Years of Experience

25

Education

BS/Civil Engineering/1991/California Polytechnic University, Pomona

Registration/Certification

1994/Civil Engineer/CA/54329

Joseph Long, P.E.

Principle-In-Charge

Overview

Mr. Long has more than 25 years of experience in engineering consulting, with an emphasis in multi-discipline project solutions for public infrastructure. He provides technical direction and project oversight for the development of public infrastructure that includes potable/reclaimed pipeline networks, pressure regulating stations, pump stations, and water storage facilities. His technical expertise ranges from master planning and program management to final design and construction implementation. His strengths include program and project management, development of project specific solutions, QA/QC programming and verbal/written communications along with fiscal analysis and financial management.

Project Specific Experience

Principle-in-Charge, SR 91 Widening Design-Build, Water System Update and Hydraulic Analysis, Riverside, CA (2014): Responsible for hydraulic modeling and analysis. Provided update to City of Corona's water distribution system hydraulic model from H2OMAP to InfoWater. The update accounts for the recent improvement of approximately 100 water distribution mains that are impacted by the newly construction of SR-91 transportation facilities.

Project Manager/Project Engineer, Stockdale West Water Bank Wellhead Equipping, Irvine Ranch Water District, Bakersfield, CA: Responsible for the design and implementation of 3 new water recovery wells located at the Stockdale West Water Bank located in Bakersfield California. The project consist of the design of three new variable frequency drive (VFD) vertical turbine well pumps operating at a depth of 650 feet bgs and having a minimum flow capacity of 2,800 gpm each, approximately 7,500 lf of 24" diameter discharge headers, turn-in structure to the Rosedale Intake Canal, new electrical service, site development and automated security surveillance system. This project is utilizing a combination of VFD well pumps along with automated flow control valves to address the 200 feet of potential vertical fluctuations in the groundwater elevations.

Project Manager, Orange Park Acres Well No. 1, Irvine Ranch Water District, Orange, CA: Responsible for the design and implementation of a new 2,000 gpm capacity well, booster-pump station and chloramine injection system. The chemical storage components included a 2,000 gallon sodium hypochlorite storage tankage and a 200 gallon refrigerated aqueous ammonia storage system. The project is the primary water source for the Orange Park Acres service area, that included the design of a well pump and booster pump building; a chemical storage and feed system building, motor control room, two VFD booster pumps, clear-well basin (located directly under the Booster Pump Building), fire suppression system and automated ingress/egress system. It should be noted that due to the residential location of the proposed facility, a noise propagation study was performed and sound suppression mitigation measures were incorporated into the project.



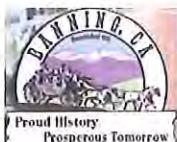
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Principal-in-Charge, Syphon Interim Outlet Facilities, Irvine Ranch Water District, Irvine, CA: Responsible for the development and implementation of a filtration and disinfection system to integrate the existing Syphon Reservoir outlet facilities into the IRWD Zone A recycled water system. The project included the design of a rotating screen system, sodium hypochlorite injection system and SCADA control systems.

Principal-in-Charge, Miscellaneous Water Vaults Rehabilitation/ Replacement/Abandonment Project, Anaheim, CA: Responsible for this project, which included rehabilitation, replacement, and/or abandonment of ten water vaults located within the City's potable water system. The project team conducted a field inspection of each vault and then prepared a Pre-Design Memorandum, which included a basis of design, results of field inspection, preliminary plans, specifications, cost estimate, and catalog cut sheets for proposed materials/products. Final design services included preparation of plans, specifications, and construction cost estimate for the partial demolition and rehabilitation of eight water vaults, demolition and relocation of one pressure regulating station, and abandonment of one meter vault. Rehabilitation work included installation or new flow meters, data loggers, control panels, electrical/instrumentation, sump pumps, air vents, fans, air/vacuum assemblies, piping, valves, and precast vault slabs, manholes and hatches. URS will provide bidding and construction-phase services including preparation of addenda, RFI support, shop drawing review, and inspection for blasting and recoating work.

Principal-in-Charge/Project Design Manager, Archibald Avenue, Ontario, CA: Responsible for overall design and widening of Archibald Avenue from Bellgrave to Riverside Drive. The project involved reconstruction and widening of Archibald Avenue from its original two-lane rural roadway to a secondary six-lane arterial highway. The project included design of the roadway section to include 50 feet setback areas to be utilized for low-flow stormwater management and water quality utilizing LID techniques, the design of a regional stormwater collection system (24" to 96" diameters), the reconstruction of two regional flood control box-culverts, power and telecommunication utilities, potable/reclaimed water transmission mains and six complete signalized intersections.

Principal-in-Charge, Southwest 930 Zone Recycled Water System, Chino Hills, CA: Responsible for the development and implementation of the Southwest 930 Zone Recycled Water Conveyance and Storage System. The project included the design of a 4.5M gallon steel storage reservoir, alignment evaluations and design of approximately five miles of 30" diameter conveyance pipeline and the coordination of permits from the City of Chino Hills, Caltrans, City of Chino, San Bernardino County Flood Control and the Army Corps of Engineers. Specifically, worked directly with the design staff to establish reservoir siting studies, pipeline alternative alignment evaluations, and supporting technical studies. Unique aspects of this project included the development of a preferred pipeline alignment that utilized existing flood control rights-of way to avoid both construction and utility impacts along the existing Eucalyptus Avenue. The existing street is considered as a major thoroughfare serving the City's central business district and access to the community park utilized for the majority of organized sports activities.



Team Resume

Areas of Expertise

Modeling, Master Planning
Water Distribution/WW Collection
Mining/Tailings
Oil and Gas Water Management
Pump Stations
Treatment
Pipelines

Years of Experience

15

Education

MS/Civil Environmental Engineering/2006/University of Colorado at Denver
BS/Civil Environmental Engineering/1996/Donbass State University/Ukraine

Registration/Certification

Professional Engineer/CO

Yelena Sandler P.E.

QA/QC Reviewer

Overview

Ms. Sandler is a Senior Water/Wastewater Engineer and Project Manager specializing in water, tailings, pump stations, treatment, water distribution and wastewater collection pipelines, master planning and modeling.

Project Specific Experience

Confidential Client, Oil and Gas Well Field Hydraulic Modeling: Lead Modeler, Assistant PM. Developed a computerized model for future water supply for hydraulic fracturing, flowback and produced water collection systems for oil and gas well field. Estimated flowback and produced water flowrates based on anticipated production curves. Sized infrastructure required to support the operations. *Date completed: August, 2013.*

Buckley AFB, Sanitary Sewer Collection System Capacity and Conditions Evaluation and Lift Station

Improvements, Aurora, CO: Project Manager. Project included GIS database update based on record drawings and extensive field survey, the existing wastewater data analyses, additional wastewater flow monitoring, flow scenarios development, and hydraulic modeling and evaluation of the system's capacity, velocity, and overall functionality. Recommended a Capital Improvements Program (CIP) to meet the required system performance criteria. Prepared a planning level Engineer's Opinion of Probable Costs for each proposed improvement. *Date Completed: December 2012 (Collection System), February 2013 (Lift Station).*

Town of Castle Rock Water Blending Study, Castle Rock, CO: Project Engineer, Task Manager. Study focused on potential effects of blending treated alluvial water with the Town's existing water distribution system, preliminary source of which is groundwater.

Westminster Water Infrastructure 2011 Master Plan Update, Westminster, CO: Task Manager. Performed water modeling using InfoWater software and wrote Master Plan update. Project included model development from GIS database, demand evaluation and allocation, model calibration, and multiple studies that recommended system improvements. The report addressed findings, projections, and recommendations. *Date Completed: November 2011.*

City and County of Broomfield Water Master Plan, Broomfield, CO: Project Manager. Performed water modeling and coaching. Project included model development, data evaluation, calibration, and coordination. *Date Completed: ongoing.*

Southgate Water & Sanitation Districts, Kaiser Wastewater Basin Study, Centennial, CO: Hydraulic Model Task Lead. Project estimated the hydraulic capacity in the existing sanitary sewer collection system that will be affected by construction of a proposed development and recommended



improvements to convey new flows. Nineteen scenarios were developed to represent existing and future conditions. The report addressed findings and recommendations. *Date Completed: March 2012.*

Water and Wastewater Master Planning Study, Delta, CO: Project Manager. Responsible for planning, infrastructure assessment, modeling using InfoWater software, and development of the City of Delta's Water Master Plan and Capital Improvements Program. The project included development of the asset value of the water distribution and wastewater collection systems and level of annual investment that the City needs to maintain its water/wastewater assets. The project also included the modeling software comparison and recommendation, development of system performance criteria, infrastructure evaluation and inventory, the analysis of unit flow/demand parameters, demand allocation, steady state (C-factor) and EPS calibrations, fire flow modeling and evaluation, and water age modeling and evaluation. The model included approximately 90 miles of water distribution system piping ranging in size from 2-inch to 24-inch, two pressure zones, two storage tanks, pump station, and three pressure reducing valves. The report addressed findings, projections, and recommendations. Conducted model training for the City personnel. *Date Completed: November 2008. Contact Name and phone number: Jim Hathaway 970-874-7566.*

Ketchikan Water Model Update, City of Ketchikan, AK: Project Manager. Responsible for hydraulic model update using WaterCAD software. The model included approximately 36 miles of water distribution system piping ranging in size from 4-inch to 36-inch, seven pressure zones, eight pumps, and six tanks. Assisted converting the model from WaterCAD to WaterGEMS. *Date Completed: February 2009.*

Winter Park Water and Sanitation District Water Distribution Systems Evaluation, Winter Park, CO: Project Engineer. Performed water modeling using InfoWater and WaterCAD softwares. The model included approximately ten miles of water distribution system piping ranging in size from 2-inch to 12-inch, three pressure zones, two storage tanks, and two existing and proposed pump stations. The modeling included data input, network evaluation, demand allocation for multiple scenarios, fire flow evaluation, calibration, surge analysis, and modeling of the existing and future systems. The report addressed findings, projections, and recommendations. *Date Completed: July 2007 and April 2009. Contact Name and phone number: Mike Wageck 970-726-5041.*

Westminster On-Call Modeling, Westminster, CO: Project Engineer. Performed water modeling using InfoWater software. The modeling effort included fire flow evaluations for areas of proposed development and/or redevelopments for the City of Westminster. Recommended system improvements required to meet the assigned fire flow demand. *Date Completed: November 2007.*

Mission Springs Water District NW Area Master Plan Update, Mission Springs, CA: Project Engineer. Performed water modeling using InfoWater and WaterCAD softwares. The project included modifications to the master-planned pressure zones and water distribution network. *Date Completed: June 2009. Contact Name and phone number: Dan Patneau 760-329-5169.*

Divide Water Distribution Fire Flow Evaluation, Town of Divide, CO: Project Engineer. Performed water modeling using InfoWater software. The modeling included data input, network evaluation, demand allocation for multiple scenarios, fire flow demand allocation, calibration, and modeling of the recommended improvements. Prepared report that summarized model development, results, and recommendations. *Date Completed: March 2007 and February 2008. Contact Name and phone number: Pete Kuyper 719-687-6011.*



Team Resume

Areas of Expertise

Water Resources Engineering
Hydrology/Hydraulics
GIS
AutoCAD

Years of Experience

With URS: < 1 Year
With Other Firms: 4 Years

Education

MEng/Civil & Environmental Engineering/2013/Stanford University
MS/Civil & Environmental Engineering/2009/Stanford University
BS/Environmental Systems Engineering/2003/University of Pennsylvania

Registration/Certification

Engineer-In-Training/PA

Yacoub Raheem E.I.T.

Staff Engineer

Overview

Mr. Raheem has over four years of water resources engineering, hydrology, hydraulics, and GIS experience. He has been working at URS for eight months on projects related to hydraulic/hydrologic modeling, dam/reservoir design, water supply, levee inspection, and stormwater permitting.

Project Specific Experience

Staff Engineer, SR 91 Widening Design-Build, Water System Update and Hydraulic Analysis, Riverside, CA (2014): Assisted in hydraulic modeling and analysis. Served as lead GIS analyst. Provided update to City of Corona's water distribution system hydraulic model from H2OMAP to InfoWater. The

update accounts for the recent improvement of approximately 100 water distribution mains that are impacted by the newly construction of SR-91 transportation facilities.

Stanford University Graduate Researcher, Rural Water Supply in Northern Mozambique, Nampula, Mozambique, 2008-2013: Spent summer 2008 in Mozambique on a scoping mission, developing a GIS database of hydrological, hydrogeological, and socioeconomic data to serve as a planning platform for a rural water supply project. Fieldwork in Nampula, Mozambique aiding in household surveys and water sample collection. Co-authored project report, "Rural Water Supply in Nampula, Mozambique: Geological and Hydrogeological Analysis." Developed a geostatistical approach to reducing spatial uncertainty in rainfall estimates from gauged data using terrain characteristics, for stochastic rainfall-runoff modeling in data-sparse watersheds in northern Mozambique and South Africa. Spent summer 2010, fall 2011, & fall 2012 collecting data from Mozambican government agencies. Collected water samples from borewells and surface water sources; samples tested at Stanford for ionic species using Dionex ion chromatograph to estimate potential groundwater recharge using the Chloride Mass Balance approach. Conducted two-day GIS workshops.

Fulbright Fellow, Impacts of Climate Change on UNESCO World Heritage Sites, Paris, France, United Nations Educational, Scientific and Cultural Organization (UNESCO), 2006-2007: Developed a policy document concerning the impacts of climate change on natural and cultural World Heritage sites. Served as UNESCO representative at the 10th Session of the Intergovernmental Panel on Climate Change Working Group 1.

Fulbright Researcher, Chittagong Hill Tracts Improved Natural Resources Management (CHARM) Project, Dhaka, Bangladesh, Center for Environmental and Geographic Information Services (CEGIS), 2005-2006: Carried out a geospatial investigation of natural resources management in the Chittagong Hill Tracts (CHT), Bangladesh. Researched/data mined the Natural Water Resources Database. Developed GIS maps of the CHT. Wrote a white paper on



Proposal to Provide Professional Engineering Services
City of Banning 2014 Hydraulic Update

the Development of a Decision Support System for the CHARM Project. Assisted in developing report on the state of the environment, describing the current state of the CHT climate, topography, water resources, agriculture, forests, and biodiversity.

Environmental Engineer, Tahoe Integrated Information Management System Toolkit, Lake Tahoe, CA, Tahoe Regional Planning Agency, 2005: Requirements analysis for the Tahoe Integrated Information Management System Toolkit.

GIS Analyst, EPA's Beaches Environmental Assessment, Closure, and Health (BEACH) Program, Washington, DC, EPA Office of Water, 2005: GIS analysis for EPA's Beaches Environmental Assessment, Closure, and Health (BEACH) Program.

Field Technician, Missouri Stream Assessments, Jefferson City, MO, Missouri Department of Natural Resources, 2004: Conducted stream assessments and use-attainability analysis field work throughout the state of Missouri.

Field Technician, Prince George's County Storm Water Management Project, Baltimore, MD, Maryland Department of the Environment, 2004: Conducted stream assessments and use-attainability analysis field work for one week throughout the state of Missouri.

Project Leader, Management Practices (MP) Miner, Sacramento, CA, California State Water Resources Control Board, 2004-2005: Responsible for development of the Management Practices (MP) Miner, a searchable database of scientific journal articles concerning nonpoint source pollution MP implementations.

Environmental Engineer, California GeoSpatial Waterbody System, Sacramento, CA, California State Water Resources Control Board, 2004: Assisted in development of user interface forms and data model for the California GeoSpatial Waterbody System.

Environmental Engineer, EPA BASINS Customization, Trenton, NJ, New Jersey Department of Environmental Protection, 2004: Beta testing and data management for customization of EPA Better Assessment Science Integrating Point and Nonpoint Sources (BASINS) system.

Environmental Engineer, EPA BASINS Customization, Bismarck, ND, North Dakota Department of Health-Environmental Health Section, 2004: Data management for customization of EPA BASINS system.

Environmental Engineer, Cherokee Nation Surface Water Information Management System, Tahlequah, OK, Cherokee Nation Office of Environmental Health, 2003: Database management for Cherokee Nation Surface Water Information Management System.

Environmental Technician, Effluent Sampling from Alaskan Cruise Ships, Juneau, AK, Alaska Department of Environmental Conservation, 2002: Sampled wastewater and treated effluent on large cruise ship vessels. Conducted soil sampling, using Geoprobe, and geo-survey of contaminated sites. Developed database of recent spill response projects.

Water Resources Intern, Delaware River Watershed Source Water Assessment, Philadelphia, PA, Philadelphia Water Department, 2002: Developed GIS maps of discharges relative to drinking water intakes for the Delaware River Watershed Source Water Assessment. Used SAS Programming to analyze water quality parameters for Delaware River Watershed. Conducted GPS readings of storm water outfalls along Cobbs Creek for Cobbs Creek Restoration Project.



2.0 References and Recently Completed Similar Projects

In this section we provide a few representative project descriptions which demonstrate our ability to successfully complete projects similar to the City's proposed modeling project.

The sample projects presented in the following section were selected because they have been recently completed by the Project Team and include elements similar to the scope of work required for this assignment. These projects are by no means an exhaustive representation of URS' experience in hydraulic modeling. URS has performed hundreds of modeling projects across the nation, and our staff brings unparalleled experience to this project.

City of Corona Water Distribution System Hydraulic Model Update, Corona, CA

CLIENT: CITY OF CORONA

400 S. Vicentia Avenue
Corona, CA, 92882
Mr. Tom Koper, Utility Director
Mr. Mark Marcacci, Assistant Utility Director
951-817-5879

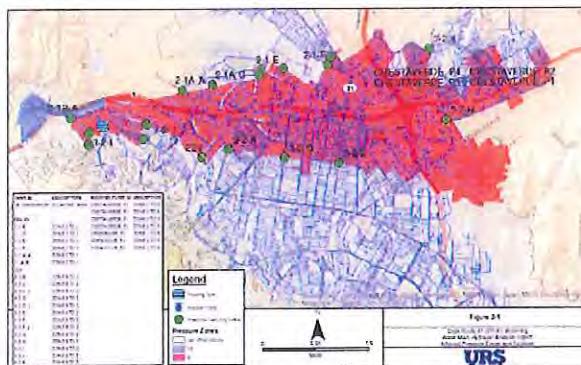
YEAR OF COMPLETION: 2014

FEES: 92k

KEY TEAM MEMBERS: Joseph Zhao, Joseph Long, Yacoub Rabeem

RELEVANT FEATURES TO CITY'S STUDY

- ✓ Hydraulic Model Update from H2OMap
- ✓ Multiple Pressure Zones
- ✓ 22 Wells, 16 Reservoirs, 17 Booster Pump Stations, 40 PRV Stations
- ✓ Demand Analysis and Allocations
- ✓ Steady-state Scenarios, Max Day, Peak Hour, Max Day+Fire



The original model was the H2OMap model developed in City's 2005 Master Plan. The City's water system consists of 22 supply wells, 45 booster pumps, 16 reservoirs, approximately 535 miles of pipes and about 40,000 service meters located in six (6) service zones. URS is under contract with Riverside County Transportation Commission for the SR-91 corridor improvements design-build project. The SR-91 Project will improve the freeway capacity by widening the freeway through the City of Corona. In conjunction with the proposed freeway

improvements, several existing water distribution facilities will need to be modified and/or relocated to accommodate widening and reconfiguration of the freeway. URS has updated the hydraulic model of the City's existing water distribution to analyze and has recommended changes to the systems as part of the freeway improvements and serve as the basis of design for the preparation of plans and specifications. The hydraulic modeling was developed in accordance with the City's requirements and operational needs to meet pressure and flow demands. Ninety nine (99) water mains are identified which are within the SR-91 project area. Thirty six (36) of the water line crossings will be relocated and hence directly impacted by the construction activities associated with the freeway improvements and require analysis to determine the final disposition and extent of the required water system improvements. URS Santa Ana modeling team updated the model, delivered the analysis report and successfully completed the hydraulic model update project within the short period of time of 2 months (March through April, 2014), which was after the survey and design information was made available to the team in late February 2014.



Mission Springs Water District Water Master Plan, Desert Hot Springs, CA

CLIENT:

MISSION SPRINGS WATER DISTRICT
66575 Second Street Desert Hot Springs, CA
92240-3711

Mr. Arden Wallum, General Manager 760-329-5169 x137

YEAR OF COMPLETION: 2009

KEY TEAM MEMBERS: Yelena Sandler

FEES: 200k

RELEVANT FEATURES TO CITY'S STUDY

- ✓ *Hydraulic Model Update*
- ✓ *Multiple Pressure Zones*
- ✓ *Demand Projections and Allocations*
- ✓ *Model Calibration*

current and projected 25-year Maximum Day water demands plus fire-flow requirements and identified improvements to meet deficiencies; and evaluated the seismic reliability of existing water facilities. URS recommended improvements and prepared a 20-year System Improvement Plan.

Pier G Terminal Redevelopment Program, Port of Long Beach, California

CLIENT: PORT OF LONG BEACH

925 Harbor Plaza
Long Beach, CA 90802
Mr. Al Moro, Chief Harbor Engineer
562-590-4142

YEAR OF COMPLETION: 2012

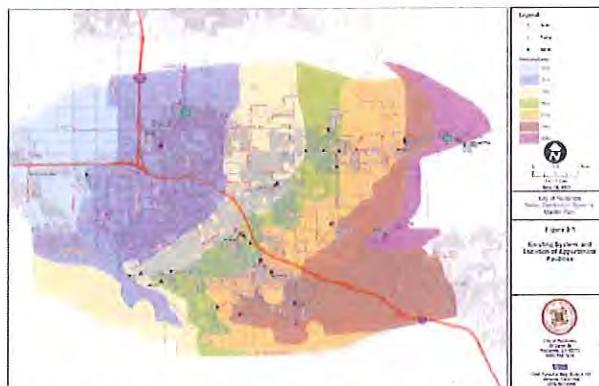
KEY TEAM MEMBERS: Joseph Zhao

FEES: 30k

RELEVANT FEATURES TO CITY'S STUDY

- ✓ *Hydraulic Model Update from H2OMap*
- ✓ *Update H2ONet to InfoWater*
- ✓ *Multiple Pressure Zones*
- ✓ *Demand Projections and Allocations*
- ✓ *Steady-state Scenarios, Max Day, Peak Hour, Max Day+Fire*

acres of landside area. The Long Beach Harbor Department provides potable water service for Port tenants and landscape irrigation, as well as for other commercial and industrial water uses throughout the Harbor District. The POLB potable water system is composed of two pressure



URS is under contract with the Port of Long Beach for master planning and engineering design for redevelopment of the Pier G, Berths G230-G236 Container Terminal. One of the master planning tasks includes updating the Water Master Plan for the terminal with consideration for future development and operations. POLB is located about 1 mile south of the downtown area of the City of Long Beach with approximately 3,200



zones from Long Beach Water Department and Navy Mole area from the City of Los Angeles Department of Water and Power.

The Master Plan and detailed water system design is based upon extensive water distribution system hydraulic modeling efforts. POLB water system hydraulic model has been developed in a port-wide Master Plan with the H2OMAP platform. The model has been updated for the Pier G water master plan. URS performed steady-state hydraulic analysis for the water system with focus on various design scenarios to ensure the water supply meet all design criteria. Modeling efforts included demand analysis and allocation for the average day demand, maximum day demand, peak hour demand and fire flow analysis.

City of Redlands Distribution System Hydraulic Model Update, Redlands, CA

CLIENT: CITY OF REDLANDS

35 Cajon Street, Suite 15A
Redlands, CA 92373

YEAR OF COMPLETION: 2013

KEY TEAM MEMBERS: Joseph Zhao

FEES: 370k

RELEVANT FEATURES TO CITY'S STUDY

- ✓ *Hydraulic Model Update from H2ONet*
- ✓ *Multiple Pressure Zones*
- ✓ *40 Wells, 17 Reservoirs, 16 Booster Pump Stations, PRV Stations*
- ✓ *Demand Projections and Allocations*
- ✓ *FPS Model Calibration*



Dr. Joseph Zhao has recently worked with the City of Redlands to update its computer model and use the updated model to develop a water master plan that would guide the City's capital improvement projects over the next 20 years. The City of Redlands' water system consists of two surface-water treatment plants,

approximately 40 wells, 17 reservoirs with a total storage capacity of 52.4 million gallons, 16 booster pump stations with total installed 38 booster pumps, and over 400 miles of distribution system pipeline in eight pressure zones with approximately 21,500 service connections. URS updated the existing H2ONet hydraulic model to an InfoWater hydraulic model and adding water-quality functionality to the existing model for use in evaluating the hydraulic detention time, blending of different source water and their impact of water quality in storage facilities and distribution system such as DBPs. The updated model incorporated changes that have occurred in the system since 1998. The process of updating the model included reviewing available technical reports, as-built drawings of the system for various system attributes including reservoirs, wells, new pipelines, pump stations, pressure reducing valve stations, system controls data, pipe age and estimated roughness factors, existing SCADA data, review of available reservoir level data to develop diurnal curves, demand projections based on billing data, and system modifications necessary to enhance the water-quality evaluation. The updated model is being calibrated to one-week continuous field data to establish confidence in the model prior to its use in evaluating the system. Field calibration consists of pressure, velocity, flow, hydrant testing at twelve locations throughout the distribution system, and tracer studies. URS also extracted information from the City's Wonderware SCADA system on water level in the tanks, pump run times, and pump on- and off-times for use in calibrating the hydraulic model.



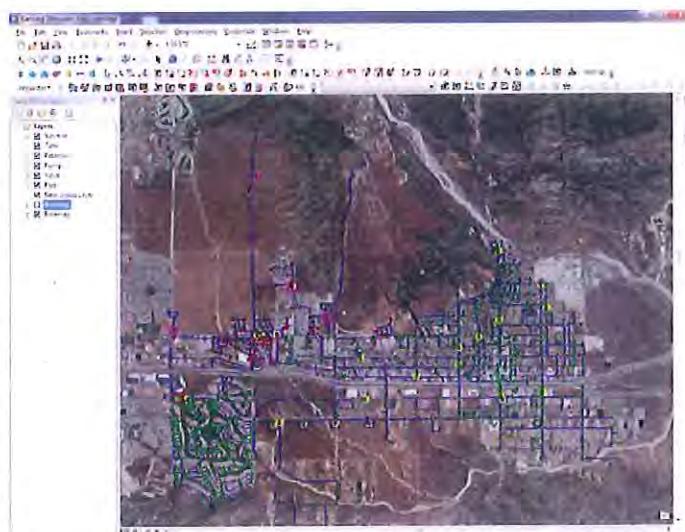
3.0 Strategy and Implementation Plan

Understanding of Water System

The City of Banning owns and operates its water supply system. URS understands the City's water distribution system consists of six pressure zones, namely Mountain North, Foothill East, Foothill West, Main, South Mountain, and Lower Zones with elevations ranging from 3,500 feet to around 2,000 feet on a gentle terrain that slopes down to the southeast. Groundwater from the Beaumont and Banning Groundwater Basin is drawn to supply the three pressure zones of Mountain North, Foothill West and Main; each individual zone has a combination of reservoirs, booster pumps, and ground water wells. The Foothill East, South Mountain and Lower pressure zones are gravity fed from higher pressure zones through pressure reducing stations (Figure 4-2, 2002 Master Plan Report).

Existing Hydraulic Model

The most recent Water Model Upgrade was completed in 2002 by MWH. The model was developed using H2ONet, developed by MWH Software (now Innovyze). H2ONet is compatible with Innovyze's latest GIS-based hydraulic modeling program InfoWater, while the latter is the more popular program currently used in the industry because it runs on the ESRI platform and therefore is compatible with GIS systems. InfoWater can save the hydraulic model back to the H2ONet or H2OMap standalone program platform. URS will use InfoWater to perform the model update, and upon completion, we can provide the model in InfoWater or H2ONet format. A screen capture of Banning's existing water distribution system hydraulic model is shown in above.

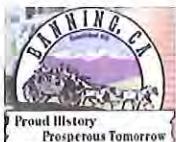


Model Platform: The current water distribution system hydraulic model was created in 2002 using H2ONet version 3.1. H2ONet is designed to run on the AutoCAD platform.

Skeletonized Model: The current (2002) model was developed based upon the 1994 Master Plan model. All of the City's pipelines of 8-inches in diameter or greater and facilities are included in the model. Pipes of six inches in diameter and smaller were included where necessary for looping. The 1994 model consists of 979 pipes and 779 junctions, while the current model consists of 1167 pipes and 826 junctions. The model is a macroscopic/skeletonized model and not an all-pipe model.

Source Water Supply: Well operation detail was not included in the model except to the extent that the well is modeled as an elevated reservoir with a downstream flow control valve assigned specific flow rates to feed the storage tank. Treatment facilities were not included except to the extent to the finished water storage.

Demand Allocations: The August 2001 water consumption data were used during the 2002 model update to evaluate the average annual consumption demand (AAD) allocation in the hydraulic model. The current model used water consumption data of the six largest users in August 2001, and assigned demands in the model for these six large users. It appears the current model used automatic demand allocation tools that allocated ninety seven percent of the total demand to nearby junction nodes. The summed demands for



smaller users were adjusted to total production to account for water losses. The demands were then adjusted to maximum day production by applying a uniform peaking factor as described in below.

Demand Peaking Factors: A maximum day demand (MDD) peaking factor of 2.24 was determined in the 2002 modeling update. This peaking factor was developed from historical production data from 1994 through 2001. This same peaking factor was applied to all pressure zones in the 2002 model. In other words, a single peaking factor was used instead of each individual zone-specific peaking factor used in 2002 model. Also we noticed that no peak hour demand (PHD) factor has been developed for the 2002 Master Plan Update, meaning no PHD scenarios were developed for the existing and future scenarios of the 2002 model.

Demand Projection: URS understands the future demand in the 2002 model was developed based on a linear projection of water production combined with fixed water usages for the identified large users and projected future demands for the six new developments based on land use type and water use factors.

Model Calibration: The model was calibrated for 24 hours based on data and operational records obtained from the City for August 9, 2001. The calibration of the model is not in the scope of work of this project. Therefore, we assume the model does not require additional calibration.

Storage: For operational storage, 30 percent of maximum day demand is recommended in storage tanks. For emergency reservoir storage, 100 percent of MDD is recommended. Fire protection storage was based on fire flow for different land use types and duration as required by Uniform Fire Code.

Project Implementation Plan

Task 1.0 Task Management and Administrative

Joseph Zhao, PE, PhD will take the lead in modeling and work with Project Principle-in-Charge Joseph Long, PE to coordinate project activities. The task will be supported by a Project Engineer and administrative staff in the Santa Ana office. We anticipate a minimum of three meetings (kickoff, progress and final).

Task 2.1 Data Gathering and Review

URS will provide a review of existing data, as-built drawings, and the existing City of Banning Water Distribution Model; it is assumed that existing data will be provided by the City of Banning, inclusive of as-built drawings of the approximately 5 mile transmission main and reservoir, which serves as the backbone of the system. The existing information will be used to verify the data input of the water distribution hydraulic model including, but not limited to, horizontal alignment, vertical alignment, hydraulic capacity, and existing water demands. URS will prepare a Needs and Gaps analysis of the existing information and present additional data requests for specific information to be provided by the City of Banning as required to adequately prepare a revised hydraulic model.

Task 2.2 Hydraulic Model Update

URS will revise the existing water distribution hydraulic model to include the new pipeline segments and infrastructure that has been installed since the completion of the current model. Activities include:

- Review as-built drawings of various water system facilities including, but not limited to, wells, pumps, reservoirs, pressure reducing stations, and control valves.
- Develop facilities (treatment, wells, pumping stations, storage facilities, PRV stations) representation in the model.
- Establish the operational envelope (high and low levels) for reservoir water level, and develop control rules based on actual pump control settings associated with reservoir levels or pressures at monitoring stations.



- Document the hydraulic model boundary conditions with information related to the storage tank levels, status of control valves, well pump, high service pump and booster pump stations, and other related operation data.
- Revise the City of Banning Water Distribution Hydraulic Model to include the new pipe location, size, material, year of installation of the water pipe to the model. All new water main locations, diameter, pipe material, year of construction will be provided by City or others, and will be incorporated into the water distribution hydraulic model.
- Assign junction node elevations using the Digital Terrain Model (DTM) or as-built drawings. A 2-5 feet contour will be adequate for this task. If no design pipe elevation information is available, buried junction nodes will be assumed to have a uniform elevation of 5 feet below ground. Special care will be given to assigned elevations manually at critical network elements such as pressure monitoring stations.
- Modeled pipeline C-factors will be based on the existing calibrated model. In the event that current C-factors are not available, recommendations will be developed based on the pipe material, age of the facility and as-built diameters as recommended in "Advanced Water Treatment Modeling and Management" by Bentley.
- Determine demand and allocations based on the existing model. It is assumed the existing hydraulic model is calibrated and that no additional field data collection efforts will be needed.

Task 2.3 Spatial Demand Distribution Analysis (Optional)

Per email communication with Mr. Art Vela, URS provide in below a separate fee statement for an optional comprehensive demand analysis. We understand that the proposal evaluation will be based on the fee statement for a non-comprehensive demand analysis.

For this optional task, the billing records and meter locations will be used to allocate the water demands to the junction nodes. URS will use the Automated Spatial Demand Allocation tools that are available. These applications have been developed by major water-distribution system software companies, such as the InfoWater Demand Allocator, and have been successfully applied to medium and large systems. Spatial demand distribution will be analyzed using the efficient geospatial tools for loading the hydraulic network model, as follows:

- Assign AAD to Junction Nodes Using Address Matching of the meter record to street address, and "Demand Allocator."
- Assign demand to the six largest users.
- Populate water consumption records based on the full address information available (i.e., including street number and street name) or directly by the geo-referenced water-billing data information.
- Prior to the demand allocation process, the transmission mains as well as pipes connected to water facilities including pumps, tanks, or reservoirs were excluded from the allocation system so that water demands were not assigned to junctions on any of these elements. The following rules were defined and incorporated into the demand allocation process in order to exclude these junctions from the demand allocation process calculations:



- Exclude Junction nodes on mains larger than or equal to 20-inches in diameter;
- Exclude Junction nodes at the pump station, tanks, reservoirs, and pressure reducing stations; and,
- Exclude Junction nodes that have assigned large inflow rates from wells and water treatment plants

Task 3.1 Hydraulic Analysis

URS will provide a model with at the minimum the following basic scenarios for city staff to use.

- Average Day Demand (ADD)—to update existing ADD base scenario in current model.
- Maximum Day Demand (MDD)— to update existing MDD base scenario in current model.
- Peak Hour Demand (PHD)—Create and run analysis for PHD conditions including:
 - i. Existing (2002) Peak Hour Demand;
 - ii. Future (2013) PHD without Ranch San Gorgonio development;
 - iii. Future (2013) PHD with Ranch San Gorgonio development;

The peak hour demand typically occurs during the hottest, driest period of the year when customers are heavily irrigating landscaped yards and parks. The evaluation of the system under peak hour demand conditions enables us to evaluate the pipeline and pump station performance under these extraneous conditions and thus be able to provide adequate recommendations for sizing pipelines and pump stations to handle the system demand during this peak hour.

Task 4.1 Water Storage Analysis

This task will review and determine criteria for the sizing and location of storage facilities. Storage requirements will be evaluated based upon required needs for each of the following components:

- Operational storage;
- Fire flow storage; and
- Emergency storage.

The tank storage requirements for each major pressure zone will consider redundancies provided by multiple pumping stations or supply sources and the ability to use storage in a higher pressure zones for fire flow or emergencies that may occur in a lower zone. Operational storage requirements will consider historical demand usage and patterns for each of the major pressure zones.

This task will review storage criteria and compare them with those of similar water systems. This analysis will ensure that pumping and storage facilities are evaluated and sized to meet the City's requirements for operational, emergency, and fire storage under demand conditions, including maximum day, maximum day plus fire flow, and peak hour.

Generally, the evaluation methodology will be based on the concept that distribution storage facilities are designed to provide the recommended volume of water to equalize the pumping rate of water supply facilities or booster stations during the projected peak demand event. The volume of water necessary for fire protection needs must also be evaluated. The total storage capacity volume



may be reduced by a system's production and supply facilities that have sufficient standby power equipment, which includes wells.

The updated hydraulic model will be used to evaluate system storage for each pressure zone for the existing condition and future 2035 projected condition. This demand shall include the projected water demands of the Rancho San Gorgonio Specific Plan development. Activities include:

- Define storage requirements; this will be provided by the City or as stated in the 2002 Master Plan Report.
- Perform Mass balance of each individual pressure zone for the existing condition.
- Proportion demand and allocate demand per 2010 Urban Water Management Plan. Perform mass balance of each individual pressure zone for the future 2035 condition.
- Summarize storage deficiency and make improvement recommendations.
- Create five future scenarios with five different potential reservoir sites, run the model and determine appropriate hydraulic grade line for each tank. Provide preliminary cost estimate for the five improvement scenarios including construction costs of the reservoir and transmission main.

Deliverable:

URS will develop a complete deliverable including the requested number of copies of Hydraulic Analysis Report along with an electrical copy of the report and a copy of a fully functional hydraulic model.

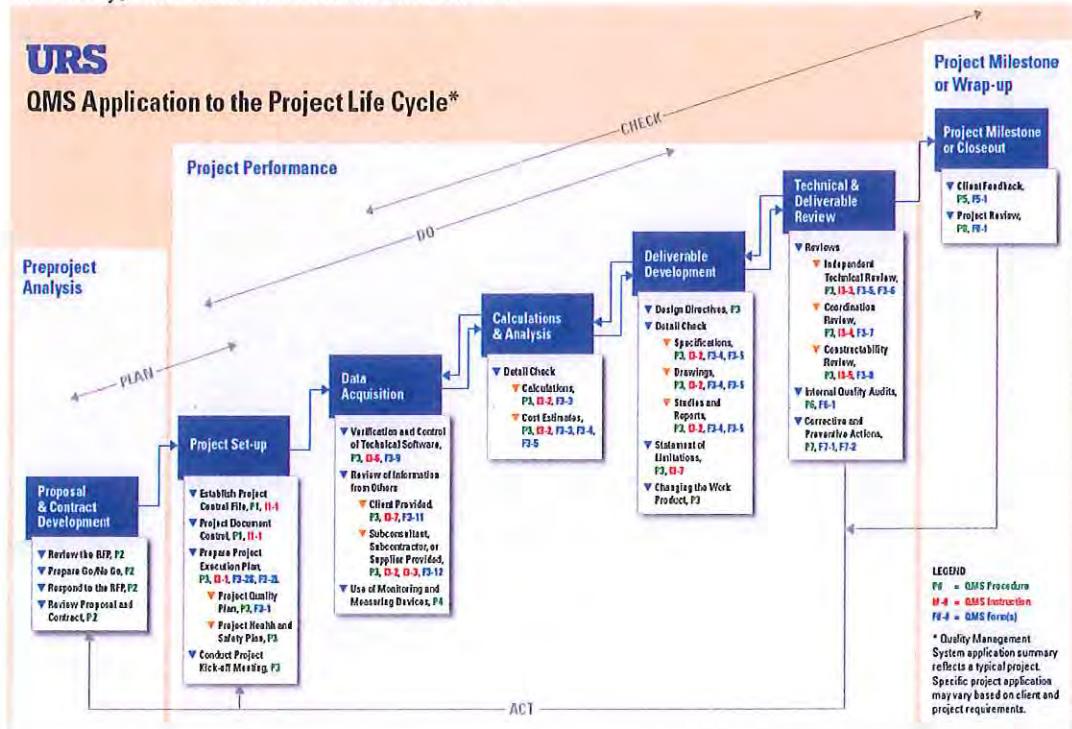


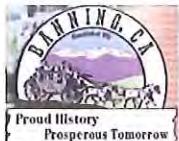
4.0 QA/QC Plan

URS implements a Quality Management System (QMS) of which the key elements are:

- Project planning;
 - Internal review; and
 - Client satisfaction.

The QMS distinguishes between Quality Control and Quality Assurance. Quality Control is the in-process system of project management/governance that improves a project's creativity, clarity, and completeness through attentive planning from project initiation through project completion. Quality Assurance is a formal process of independent reviews of all work products. It is best seen as an active exchange of ideas, ongoing review and critique of work products, and documentation of the internal review process. Our QMS stresses active pre-planning and independent peer reviews. The spirit of QMS is seen in the active voluntary exchange of ideas among our staff and the pursuit of best practices through the application of good professional judgment. To ensure that the QMS is more than just words or a manual on a bookshelf, an audit trail of each project's independent internal reviews is required and periodically verified. Prior to submission to the client, work products undergo an independent technical peer review to verify the quality of the work products, to verify that work products are in accordance with the scope of services, and to verify compliance with the standard of professional practice. The work products are reviewed by qualified senior practitioners who are experienced with the types of services being provided and independent from the origination of the activity or work product under review. Our QMS requires that Project Managers meet with their clients at regular intervals to review performance. Deficiencies are reviewed and corrections made as appropriate. Ongoing communication with our clients regarding performance is not only necessary, but cost effective for our clients.





5.0 Project Schedule

Our estimated schedule to complete the proposed full scope of work defined in the RFP is provided in the Microsoft Project Schedule on the following page. We anticipate completing the full scope of services within four months of Notice to Proceed (NTP). Assuming a NTP of August 25, 2014, URS proposes to complete the project within four months, by December 25, 2014. We do not anticipate changes to the schedule as we have resources already in place to work on the project.

6.0 Fee Estimate

We propose to complete the scope of work on a time-and-materials basis, in accordance with the Fee Proposal presented in the attached sealed envelope. Our billings would not exceed our authorized project budget without prior written approval.

City of Banning WATER SYSTEM HYDRAULIC MODEL UPDATE

ID	Task Name	Duration	August 01	September 01	October 01	November 01	December 01	January 01					
		Week	Week -5	Week -3	Week -1	Week 2	Week 8	Week 10	Week 12	Week 14	Week 16	Week 18	Week 20
1	Kick-off Meeting	89 days											
2	1.1 Project Schedule	89 days											
3	1.2 Kick-Off Meeting	1 day											
4	Update Hydraulic Model	40 days											
5	2.1 Data Gathering and Review	1 wk											
6	2.2.1 Review As-built Drawings	2 wks											
7	2.2.2 Establish Operational Envelop	1 wk											
8	2.2.3 Add New Pipelines	2 wks											
9	2.2.4 Research and Assign C Factors	1 wk											
10	2.2.5 Demand Allocation	2 wks											
11	Hydraulic Analysis	10 days											
12	3.1 Update Existing ADD Scenario	1 wk											
13	3.2 Update Existing MDD Scenario	1 wk											
14	3.3 Create and Run Three Scenarios for PHD Conditions	5 days											
15	Water Storage Analysis	21 days											
16	4.1 Define Storage Requirements	1 wk											
17	4.2 Perform Mass Balance of Each Individual Pressure Zone	1 wk											
18	4.3 Demand Allocation for 2035	1 day											
19	4.4 Analyse and Summarize Storage Deficiency	1 wk											
20	4.5 Deliverable	5 days											
21	Project Management and Meeting	89 days											
22	5.1 Meetings	37 days											
23	5.1 Meetings 1	1 day											
24	5.1 Meetings 2	1 day											
25	5.2 Invoicing and Resource Management	17.8 wks											
26	5.3 Quality Assurance and Quality Control Reviews	1 wk											

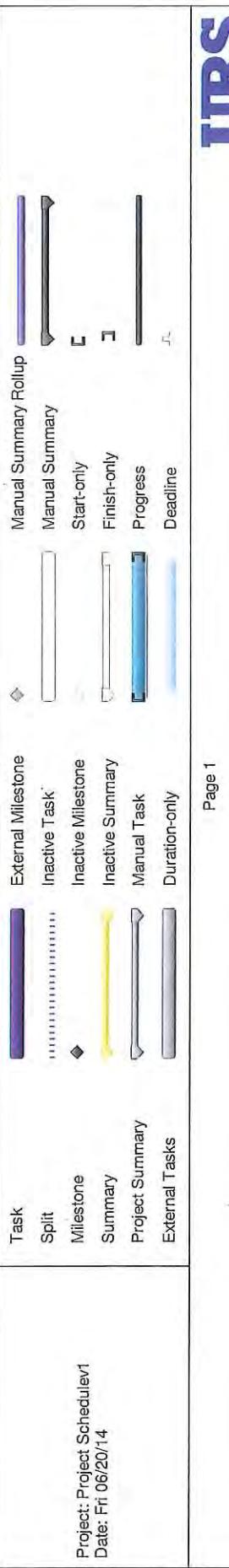
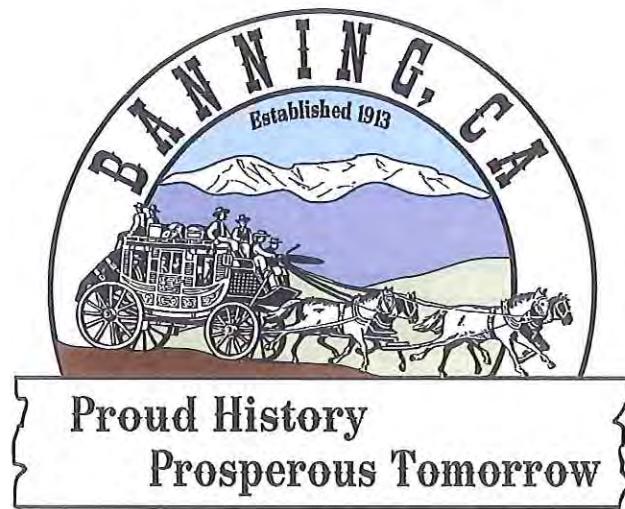


EXHIBIT "D"
EVALUATION SHEETS

**Hydraulic Model Update
Evaluation Totals**

Reviewers	Carollo	URS
Art Vela	87	73
Kahono Oei	89	81
Ann Marie Loconte	90	85
Total Score	266	239
Average Score	88.7	79.7



CITY OF BANNING PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS FOR HYDRAULIC MODEL UPDATE

EVALUATION DUE: 7/17/14

CONSULTANT: CAROLLO

EVALUATOR (PRINT/SIGN):

Art Vela / Abbott

EVALUATION CRITERIA

A. PROJECT APPROACH (25 Points)

22

1. PROPOSED APPROACH BY EACH CONSULTANT, THE PROPOSAL SHOULD BE EVALUATED AND RATED BASED ON THE PACKAGE THEY SUBMITTED, HOW WELL IT IS ARTICULATED, AND WHETHER ALL THE NECESSARY ISSUES HAVE BEEN ADDRESSED OR IDENTIFIED AS SET FORTH IN THE RFP. THE PROPOSAL SHOULD BE EVALUATED IN COMPARISON WITH THE RFP AND IN COMPARISON WITH OTHER PROPOSALS.

B. TECHNICAL COMPETENCY (25 Points)

20

1. NUMBER OF YEARS IN BUSINESS?
2. CONSULTANT'S EXPERIENCE IN HYDRAULIC MODELS?
3. DID PROPOSER PROVIDE EVALUATION, REVIEW AND SUGGESTIONS FOR OPTIMIZING THE UPDATE OF THE HYDRAULIC MODEL?

C. PROJECT TEAM & PROJECT TEAM EXPERIENCE (15 Points)

14

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES THAT THE PROPOSED PROJECT TEAM HAS FAMILIARITY WITH HYDRAULIC MODELS?
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT MANAGEMENT EXPERIENCE WAS ADEQUATE FOR THE PROJECT TEAM?

D. RESPONSIVENESS TO RFP (15 Points)

13

1. DID THE CONSULTANT'S PROPOSAL REFLECT RESPONSIVENESS TO THE RFP?

E. COST (20 Points)

\$36,805

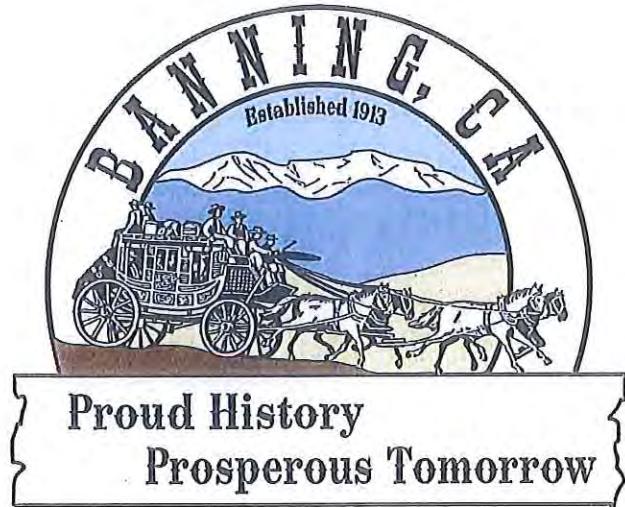
18

TOTAL POINTS:

87

ADDITIONAL NOTES:

- Overall, well put-together proposal. It listed many similar projects completed for various agencies.
- They did not state how many years the corp. has been in business, as requested by the RFP, but their website stated the company was founded in 1933.
- Very good response to the QA/QC section.
- Responsive to the RFP.
- An added bonus is that Carollo is very familiar with the ASH project and the City's hydraulic model.
- Carollo offered to convert the hydraulic model to a GIS based modeling platform, free of charge.



**CITY OF BANNING
PUBLIC WORKS DEPARTMENT**

**EVALUATION OF PROPOSALS FOR
HYDRAULIC MODEL UPDATE**

EVALUATION DUE: 7/17/14

CONSULTANT: CAROLLO

EVALUATOR (PRINT/SIGN): Ann Marie Loconte
Ann Marie Loconte, Associate Civil Engi

EVALUATION CRITERIA

A. PROJECT APPROACH (25 Points)

1. PROPOSED APPROACH BY EACH CONSULTANT, THE PROPOSAL SHOULD BE EVALUATED AND RATED BASED ON THE PACKAGE THEY SUBMITTED, HOW WELL IT IS ARTICULATED, AND WHETHER ALL THE NECESSARY ISSUES HAVE BEEN ADDRESSED OR IDENTIFIED AS SET FORTH IN THE RFP. THE PROPOSAL SHOULD BE EVALUATED IN COMPARISON WITH THE RFP AND IN COMPARISON WITH OTHER PROPOSALS. *All of the RFP Tasks & Requirements were in & they have a clear understanding of how to approach the project.*

22

B. TECHNICAL COMPETENCY (25 Points)

1. NUMBER OF YEARS IN BUSINESS? *10 years, average team member within the firm.*
2. CONSULTANT'S EXPERIENCE IN HYDRAULIC MODELS? *extensive, most importantly worked on the 2002 model*
3. DID PROPOSER PROVIDE EVALUATION, REVIEW AND SUGGESTIONS FOR OPTIMIZING THE UPDATE OF THE HYDRAULIC MODEL? *Yes, their QM&L program, of using a Project Checklist and Work Plan would result in optimal & accurate hydraulic model.*

22

C. PROJECT TEAM & PROJECT TEAM EXPERIENCE (15 Points)

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES THAT THE PROPOSED PROJECT TEAM HAS FAMILIARITY WITH HYDRAULIC MODELS? *Yes, the P.T has extensive experience along with project engineer (10 yrs) working on hydraulic models, (14 yrs)*
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT MANAGEMENT EXPERIENCE WAS ADEQUATE FOR THE PROJECT TEAM? *Yes 3 of the 4 engineers have their professional license (P.Eng) & junior member has his Part I (F.Eng) done! All have AWWA affiliations.*

14

D. RESPONSIVENESS TO RFP (15 Points)

1. DID THE CONSULTANT'S PROPOSAL REFLECT RESPONSIVENESS TO THE RFP? *Yes, I feel they addressed what was required in the RFP - They listed their scope of services and ensured all the required tasks were included. A project schedule & 3 meetings are also mentioned, per the RFP.*

14

200

E. COST (20 Points)

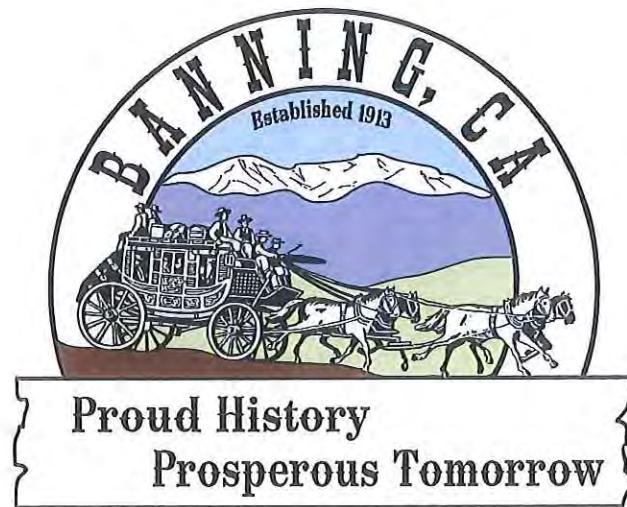
18

Carollo's fee proposal was about \$20,000 less than the other proposal received (URS) for seemingly the same work. Cost savings probably due **TOTAL POINTS: 90**
ADDITIONAL NOTES: to their background knowledge

Overall, I feel Carollo is best equipped to perform the work mentioned in the RFP in a cost effective manner. They have already worked on the Rathke San Geronio Master Plan & thus have a working knowledge of the future water demands this development will place on the City's water distribution system. This will save time and costs.

Additionally, the Project Manager has worked on several water and sewer projects and staff has been satisfied with Carollo's work product & have developed a positive relationship.

Please see the URS evaluation form for my notes on comparing both consultants.

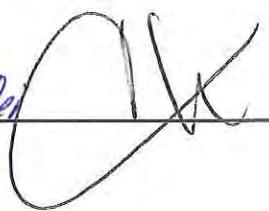


CITY OF BANNING PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS FOR HYDRAULIC MODEL UPDATE

EVALUATION DUE: 7/17/14

CONSULTANT: CAROLLO

EVALUATOR (PRINT/SIGN): Kathleen De 

202

EVALUATION CRITERIA

A. PROJECT APPROACH (25 Points)

20

1. PROPOSED APPROACH BY EACH CONSULTANT, THE PROPOSAL SHOULD BE EVALUATED AND RATED BASED ON THE PACKAGE THEY SUBMITTED, HOW WELL IT IS ARTICULATED, AND WHETHER ALL THE NECESSARY ISSUES HAVE BEEN ADDRESSED OR IDENTIFIED AS SET FORTH IN THE RFP. THE PROPOSAL SHOULD BE EVALUATED IN COMPARISON WITH THE RFP AND IN COMPARISON WITH OTHER PROPOSALS.

B. TECHNICAL COMPETENCY (25 Points)

20

1. NUMBER OF YEARS IN BUSINESS?
2. CONSULTANT'S EXPERIENCE IN HYDRAULIC MODELS?
3. DID PROPOSER PROVIDE EVALUATION, REVIEW AND SUGGESTIONS FOR OPTIMIZING THE UPDATE OF THE HYDRAULIC MODEL?

C. PROJECT TEAM & PROJECT TEAM EXPERIENCE (15 Points)

14

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES THAT THE PROPOSED PROJECT TEAM HAS FAMILIARITY WITH HYDRAULIC MODELS?
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT MANAGEMENT EXPERIENCE WAS ADEQUATE FOR THE PROJECT TEAM?

D. RESPONSIVENESS TO RFP (15 Points)

15

1. DID THE CONSULTANT'S PROPOSAL REFLECT RESPONSIVENESS TO THE RFP?

203

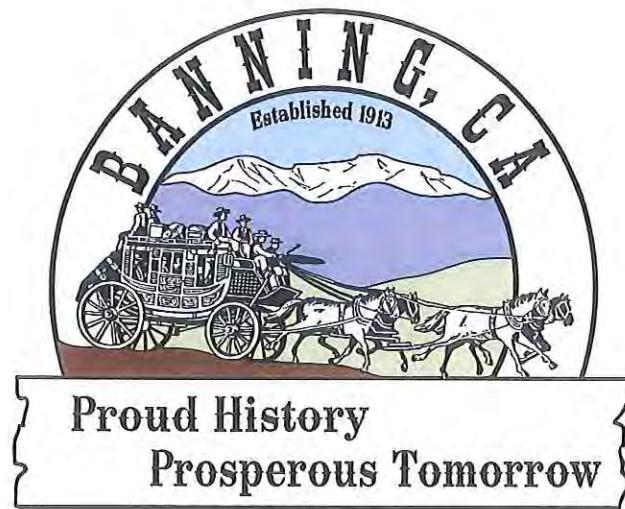
E. COST (20 Points)

20

TOTAL POINTS:

89

ADDITIONAL NOTES:



CITY OF BANNING PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS FOR HYDRAULIC MODEL UPDATE

EVALUATION DUE: 7/17/14

CONSULTANT: URS CORPORATION AMERICAS

EVALUATOR (PRINT/SIGN): Art Vela / A.H. Vela

EVALUATION CRITERIA

A. **PROJECT APPROACH (25 Points)**

1. PROPOSED APPROACH BY EACH CONSULTANT, THE PROPOSAL SHOULD BE EVALUATED AND RATED BASED ON THE PACKAGE THEY SUBMITTED, HOW WELL IT IS ARTICULATED, AND WHETHER ALL THE NECESSARY ISSUES HAVE BEEN ADDRESSED OR IDENTIFIED AS SET FORTH IN THE RFP. THE PROPOSAL SHOULD BE EVALUATED IN COMPARISON WITH THE RFP AND IN COMPARISON WITH OTHER PROPOSALS.

B. **TECHNICAL COMPETENCY (25 Points)**

1. NUMBER OF YEARS IN BUSINESS?
2. CONSULTANT'S EXPERIENCE IN HYDRAULIC MODELS?
3. DID PROPOSER PROVIDE EVALUATION, REVIEW AND SUGGESTIONS FOR OPTIMIZING THE UPDATE OF THE HYDRAULIC MODEL?

C. **PROJECT TEAM & PROJECT TEAM EXPERIENCE (15 Points)**

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES THAT THE PROPOSED PROJECT TEAM HAS FAMILIARITY WITH HYDRAULIC MODELS?
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT MANAGEMENT EXPERIENCE WAS ADEQUATE FOR THE PROJECT TEAM?

D. **RESPONSIVENESS TO RFP (15 Points)**

1. DID THE CONSULTANT'S PROPOSAL REFLECT RESPONSIVENESS TO THE RFP?

22

17

11

13

206

E. COST (20 Points)

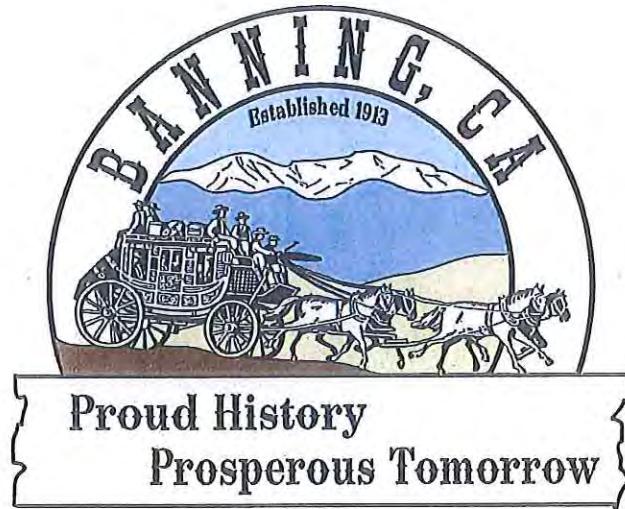
10

TOTAL POINTS:

73

ADDITIONAL NOTES:

- Years in business 465 years
- Did not list many projects with similar scopes as this ETP. The lead engineer did not reference any hydraulic model updates in his specific experience.
- Proposed schedule was longer than Carollo's.
- Good understanding of the modeling process.



CITY OF BANNING PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS FOR HYDRAULIC MODEL UPDATE

EVALUATION DUE: 7/17/14

CONSULTANT: URS CORPORATION AMERICAS

EVALUATOR (PRINT/SIGN): Ann Marie Loconte
Ann Marie Loconte, P.E.
Associate Civil Engineer

EVALUATION CRITERIA

A. PROJECT APPROACH (25 Points)

1. PROPOSED APPROACH BY EACH CONSULTANT, THE PROPOSAL SHOULD BE EVALUATED AND RATED BASED ON THE PACKAGE THEY SUBMITTED, HOW WELL IT IS ARTICULATED, AND WHETHER ALL THE NECESSARY ISSUES HAVE BEEN ADDRESSED OR IDENTIFIED AS SET FORTH IN THE RFP. THE PROPOSAL SHOULD BE EVALUATED IN COMPARISON WITH THE RFP AND IN COMPARISON WITH OTHER PROPOSALS. *Very detailed proposal but did not mention the Rancho San Gorgonio Specific plan & the model requirements. This project demands on the system.*

21

B. TECHNICAL COMPETENCY (25 Points)

1. NUMBER OF YEARS IN BUSINESS? *65 yrs in Southern CA, Just did Coronado in April, 2014 & recently did Redlands, DHS and Long Beach.*
2. CONSULTANT'S EXPERIENCE IN HYDRAULIC MODELS? *They have extensive QA/QC program & system of checks & balances to ensure the model is accurate.*
3. DID PROPOSER PROVIDE EVALUATION, REVIEW AND SUGGESTIONS FOR OPTIMIZING THE UPDATE OF THE HYDRAULIC MODEL? *They have extensive QA/QC program & system of checks & balances to ensure the model is accurate.*

20

C. PROJECT TEAM & PROJECT TEAM EXPERIENCE (15 Points)

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES THAT THE PROPOSED PROJECT TEAM HAS FAMILIARITY WITH HYDRAULIC MODELS? *Yes numerous water modeling & some hydraulic design (pump stations, recycled water, etc.)*
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT MANAGEMENT EXPERIENCE WAS ADEQUATE FOR THE PROJECT TEAM? *Yes, proposed PM has completed over 20 water system modeling projects & has 17 yrs experience. All team members have P.E. & some engineer has EIT.*

14

D. RESPONSIVENESS TO RFP (15 Points)

1. DID THE CONSULTANT'S PROPOSAL REFLECT RESPONSIVENESS TO THE RFP? *Yes very much so - they broke down each required task (and subtasks) to explain in great detail how the project would be approached and what values (# of pipes, etc.) were used in previous models used by the City & what they would use for this model.*

15

209

E. COST (20 Points)

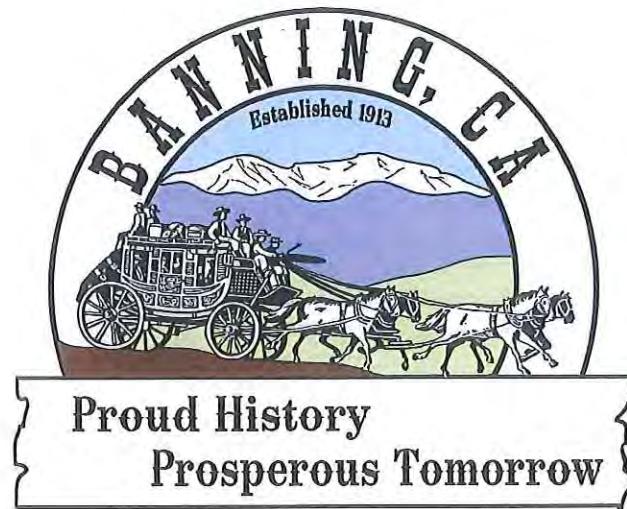
The Fee Schedule for UPS is about \$20,000^{more} Than That
Believes by Carollo. Their "Storage Analysis" Task and
"Hydraulic Model Analysis" Task are about double
That of Carollo. **TOTAL POINTS: 85**

ADDITIONAL NOTES:

Overall, a very good proposal that was well thought out and showed a very good understanding of the project. They provided a very detailed Scope of work showing their understanding of the project. Their project team appears to be quite competent.

The main differences between UPS & Carollo to me are: ① Carollo has done more pure modelling projects & has experience with the City of Banning
(② Completion time - Carollo states it will be done in about 2 months & UPS states 4 months will be needed (perhaps due to not being familiar as Carollo with the City's water system).
(③ Costs - Carollo is about \$20,000 less than the UPS proposal for what seems to be the same project & deliverables.

If cost is a factor, I recommend awarding this to Carollo. Either firm should suffice and are competent, it seems, we have worked with Carollo already though.

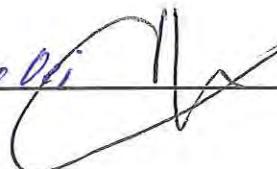


CITY OF BANNING PUBLIC WORKS DEPARTMENT

EVALUATION OF PROPOSALS FOR HYDRAULIC MODEL UPDATE

EVALUATION DUE: 7/17/14

CONSULTANT: URS CORPORATION AMERICAS

EVALUATOR (PRINT/SIGN): Kahono Oki 

211

EVALUATION CRITERIA

A. PROJECT APPROACH (25 Points)

20

1. PROPOSED APPROACH BY EACH CONSULTANT, THE PROPOSAL SHOULD BE EVALUATED AND RATED BASED ON THE PACKAGE THEY SUBMITTED, HOW WELL IT IS ARTICULATED, AND WHETHER ALL THE NECESSARY ISSUES HAVE BEEN ADDRESSED OR IDENTIFIED AS SET FORTH IN THE RFP. THE PROPOSAL SHOULD BE EVALUATED IN COMPARISON WITH THE RFP AND IN COMPARISON WITH OTHER PROPOSALS.

B. TECHNICAL COMPETENCY (25 Points)

20

1. NUMBER OF YEARS IN BUSINESS?
2. CONSULTANT'S EXPERIENCE IN HYDRAULIC MODELS?
3. DID PROPOSER PROVIDE EVALUATION, REVIEW AND SUGGESTIONS FOR OPTIMIZING THE UPDATE OF THE HYDRAULIC MODEL?

C. PROJECT TEAM & PROJECT TEAM EXPERIENCE (15 Points)

14

1. DID THE CONSULTANT PROVIDE AN ADEQUATE PROJECT TEAM THAT DEMONSTRATES THAT THE PROPOSED PROJECT TEAM HAS FAMILIARITY WITH HYDRAULIC MODELS?
2. DID THE CONSULTANT LIST INDIVIDUAL QUALIFICATIONS, EDUCATION, LICENSE AND CERTIFICATE INFORMATION AND DEMONSTRATE THAT THE PROJECT MANAGEMENT EXPERIENCE WAS ADEQUATE FOR THE PROJECT TEAM?

D. RESPONSIVENESS TO RFP (15 Points)

12

1. DID THE CONSULTANT'S PROPOSAL REFLECT RESPONSIVENESS TO THE RFP?

212

E. COST (20 Points)

15

TOTAL POINTS:

81

ADDITIONAL NOTES:

EXHIBIT "E"
COST PROPOSAL: CAROLLO ENGINEERS INC



Engineers: Working Wonders in the World

City of Banning Hydraulic Water Model Update Fee Structure Fee Structure

1) ODCs include PECE of \$11.70 per labor hour, travel, and printing expenses

EXHIBIT "F"
COST PROPOSAL: URS

6/16/2017

FEE PROPOSAL

Estimated Cost Breakdown of Total Fee Engineering Services for City of Banning Hydraulic Model Update

Task No.	Description	Work-Hours by Classification				Fees	
		Project-in-Charge	Staff Engineer	QA/QC	Labor	Materials ¹	Total Cost
1. Task Management and Meeting	Kickoff Meeting	4	4			\$1,320	\$1,320
	Progress Meeting	4	4			\$1,320	\$1,320
	Final Meeting	4	4			\$1,320	\$1,320
	Coordination		16			\$2,400	\$2,400
SUBTOTAL		12	28			\$6,360	\$6,360
2. Update Hydraulic Model	2.1 Data Gathering and Review		16	16		\$4,320	\$4,320
	2.2 Hydraulic Model Update						
	2.2.1 Review as-built Drawings	8				\$1,200	\$1,200
	2.2.2 Establish Operational Envelope	4				\$600	\$600
	2.2.3 Add New Pipelines and Assign Junction Nodes Elevation Using DTM or As-built	8	8			\$2,160	\$2,160
	2.2.4 Assign C Factors	8	8			\$2,160	\$2,160
	2.2.5. Demand Allocation (Simplified approach)	8	8			\$2,160	\$2,160
	Deliverable	20				\$3,000	\$3,000
	SUBTOTAL	72	40	4		\$15,600	\$15,600
3. Hydraulic Analysis	2.3 Spatial Demand Distribution analysis (Optional, Not Included in Total Cost)	32	40	4		\$10,200	\$10,200
	3.1 Update existing ADD scenario in current model	8				\$1,200	\$1,200
	3.2 Update existing MDD scenario in current model	8				\$1,200	\$1,200
	3.3 Create and run three scenarios for PHD condition	24	24			\$6,480	\$6,480
4. Water Storage Analysis	Deliverable	4	20	16		\$6,120	\$6,120
	SUBTOTAL	4	60	24	16	\$15,000	\$15,000
	4.1 Define storage requirements	4	8			\$1,560	\$1,560
	4.2 Perform mass balance of each individual pressure zone	20	8			\$3,960	\$3,960
5. Contingency (optional)	4.3 Demand allocation for 2035	8				\$1,200	\$1,200
	4.4 Analyse and summarize storage deficiency	12				\$1,800	\$2,000
	4.5 Create five future scenarios with five potential reservoir sites	8	8			\$2,160	\$2,360
	4.6 Setup scenarios for five potential reservoir sites 2035 condition	8	8			\$2,160	\$2,360
	4.7 Cost analysis for five potential reservoir sites	20	20			\$5,400	\$5,600
	SUBTOTAL	80	52			\$18,240	\$19,040
	Additional field verification (Fire test)	40					
SUBTOTAL		40				\$6,000	\$6,000
TOTAL FEE		16	280	116	16	61,200	61,200
Notes:							
1.) Materials include other direct project-related costs including mileage to meetings/site, courier fees, and document reproduction costs.							

217

EXHIBIT "G"
CAROLLO ENGINEERS INC.
PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BANNING AND
CAROLLO ENGINEERS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of September, 2014 by and between the **City of Banning**, a California municipal corporation ("City") and **Carollo Engineers, Inc.**, a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

1.2 Contractor's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Contractor's scope of work or in Contractor's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

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 City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Facilities and Equipment.

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

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, **shall not exceed Thirty-Six Thousand Eight Hundred Five Dollars (\$36,805.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to

Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.10. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Inge Wiersema, P.E.</u> (Name)	<u>Project Manager/Principal-in-Charge</u> (Title)
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Contractor, Contractor shall, immediately upon reassign notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Contractor.

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. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY

SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Agent's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

(a) 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 Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the 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.

(c) 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.

(d) 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.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the

City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any 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.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of NOT APPLICABLE (\$ N/A) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be

deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING , 99 East Ramsey Street, Banning, CA 92220 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this

Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

Homer Croy, Interim City Manager

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONTRACTOR:

CAROLLO ENGINEERS, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2014 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2014 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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- INDIVIDUAL
 CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

- PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Task 1 - Water Model Pipeline Update

Review existing data and ensure that the model distribution system reflects the actual conveyance capacity of the existing pipelines, reservoirs and wells.

Task 2 - Storage Analysis

- a. Use the hydraulic model to determine the water demand distribution by pressure zone.
- b. A mass balance storage analysis will be conducted using typical storage planning criteria. The storage deficient with and without the San Gorgonio Specific Plan development will be identified for future cost allocation purposes.
- c. Identify potential reservoir site at the proper hydraulic grade line (HGL).
- d. Analysis will include Preliminary Site Analysis (5) and Final Storage Analysis

Task 3 – Hydraulic Modeling Analysis

Will run the hydraulic model to evaluate pressure deficiencies under the following scenarios:

- a. Existing (2013) Peak Hour Demand (PHD)
- b. Future (213) PHD without Rancho San Gorgonio Specific Plan development
- c. Future (213) PHD with Rancho San Gorgonio Specific Plan development
- d. Pressure Zone Layout

Task 4 - Project Management and Meetings

General project management to include two (2) project meetings and one (1) workshop.

Task 6 – Technical Memorandum

Findings of the analysis will be summarized in a Draft Technical Memorandum (TM) and a Final TM submitted by email in PDF format.

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

- A. Draft Technical Memorandum via email in PDF format**
- B. Five (5) hard copies and 1 electronic copy of the Final Technical Memorandum**

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

- A. None**

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

- A. Inge Wiersema, P.E. or designated personnel approved by the City.**

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

Description	Total
1. Task 1 – Water Model Pipeline Update	\$ 3,286.00
2. Task 2 – Storage Analysis	\$ 7,981.00
3. Task 3 – Hydraulic Modeling Analysis	\$ 6,517.00
4. Task 4 – Project Management and Meetings (2)	\$ 10,834.00
5. Task 5 – Technical Memorandum	\$ 8,187.00
	TOTAL
	\$ 36,805.00

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- III. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- IV. The total compensation for the Services shall not exceed \$36,805.00 as provided in Section 2.1 of this Agreement.**

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EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I.** Contractor shall perform all Services timely on a weekly basis on Mondays and Tuesdays. On Tuesdays, each Site identified in Exhibit "C" Part I will be serviced for mowing. On Mondays, Contractor will service the Sites identified in Exhibit "C" Part I on an as-needed basis for non-mowing services (such as repairs, tree trimming, clean-up, etc.). The determination of which Sites will be serviced on each Monday will be mutually agreed-upon as between Contractor and the Contract Officer prior to the start of work on Monday morning.
- II.** Contractor shall deliver the following tangible work products to the City by the following dates.

Monthly summary reports providing monthly quantities diverted and description of facilities utilized to divert debris (i.e., greenwaste recycling facilities, composting etc.) due on the last day of each month.

- III.** The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

**CITY COUNCIL
PUBLIC HEARING**

DATE: September 23, 2014

TO: City Council

FROM: Zai Abu Bakar, Community Development Director

SUBJECT: Amendments to the General Plan and Zoning Code in Response to the State Housing and Community Development (HCD) Comments on the 2013-2021 Housing Element (General Plan Amendment No. 14-2502, Zone Text Amendment No. 14-97501 and Zone Change No. 14-3502)

RECOMMENDATION:

That the City Council continue this item to December 9, 2014 to allow time for Riverside County Airport Land Use Commission (ALUC) review.

BACKGROUND:

Staff requests that the Council continue this item to allow time for ALUC review of the proposed actions. The ALUC is expected to complete its review by November 13, 2014.

PREPARED BY:



John Douglas,
Consultant

RECOMMENDED BY:



Zai Abu Bakar
Community Development Director

REVEIWED BY:

June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:



Homer Croy
Interim City Manager

CITY COUNCIL AGENDA

Date: September 23, 2014

TO: City Council

FROM: Homer Croy, Interim City Manager

SUBJECT: Appointment of Alex Diaz as Police Chief

RECOMMENDATIONS:

That the City Council:

- Adopt Resolution 2014-71 approving the appointment of Alex Diaz as Police Chief of the City of Banning and approving the Chief of Police Employment Agreement.
- Conduct the swearing-in and badge ceremony.

BACKGROUND:

Since January 28, 2014, Alex Diaz has been the Interim Police Chief for the City of Banning. Council requested that the Interim City Manager evaluate Interim Chief Diaz performance and provide a recommendation regarding a permanent appointment. As part of my evaluation, I have met with Alex Diaz over the last few months to ascertain his interest in the permanent appointment, as well as to gain insight into his understanding of the Police Department's operations, staffing levels, administration, special programs, future ideas to improve the police department's image, Council and public relations and other topics. All of my meetings with him were informative and positive.

Additionally, I have had two meetings with the members of the Banning Police Officers Association (BPOA) regarding their concerns and support of Alex Diaz as their potential next Police Chief. The group replied in the affirmative supporting Alex Diaz as their next Police Chief. I also received an affirmative approval to support Alex Diaz from the Banning Police Management Association (BPMA) members.

In March 2014, the City Council formalized changes to the City Municipal Code Section 2.08.080 "Powers and duties" of the City Manager. The revised language now states in subsection (C) that the City Manager has the duty and the power . . . "*[t]o appoint, promote, demote and remove any officers and employees of the city except the city clerk, city treasurer and city attorney; provided, however, that any appointment of a department head, including chief of police or other public safety director, shall be subject to concurrence by a formal vote of the city council.*"

As a result of this change in the municipal code, this agenda report and the proposed agreement (Exhibit A) are being presented to the City Council for a formal vote pursuant to Banning Municipal Code section 2.08.080(C). Resolution 2014-71 has been prepared in anticipation of Council concurrence with the recommendation that Alex Diaz be appointed as Police Chief for the City of Banning.

Compensation has been negotiated to begin at \$126,607.95 (range 100, step 2 per the salary schedule) per year. All other recitals are listed in the agreement.

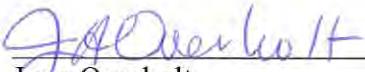
Once Council formally agrees to the appointment of the Police Chief, the City Clerk will perform the swearing-in ceremony. There will also be a time for the Councilmembers to conduct the badge ceremony where the Chief collar rank and badge pinning is done.

FISCAL IMPACT: The compensation costs for this contract have already been incorporated into the FY2014/15 budget approved by Council June 2014.

RECOMMENDED BY:


Homer Croy,
Interim City Manager

APPROVED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

Attachments:

Resolution 2014-71
Chief of Police Employment Agreement
Municipal Code Section 2.08.080 Powers and duties

RESOLUTION 2014-71

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE EMPLOYMENT AGREEMENT FOR THE POSITION OF POLICE CHIEF, PURSUANT TO SECTION 2.08.080(C) AND 2.08.090(C) OF THE BANNING MUNICIPAL CODE.

WHEREAS, the City of Banning (“City”) currently has department heads that include but are not limited to the Administrative Services Director/Deputy City Manager, Police Chief, Community Development Director, Public Works Director, Electric Utility Director, Economic Development Director and Community Services Director; and

WHEREAS, the Banning City Manager has authority to appoint and enter into contracts with City department heads on behalf of the City, pursuant to Banning Municipal Code § 2.08.090(A); and

WHEREAS, Banning Municipal Code § 2.08.080(C) requires that the City Council formally vote to approve the appointment of a department head, including the Police Chief; and

WHEREAS, Alex Diaz has been performing the duties of Interim Police Chief since January 28, 2014 and is being recommended for approval by City Council as the permanent Police Chief; and

WHEREAS, California Government Code § 36506 requires that the City Council of a general law city fix the compensation of all appointive officers and employees, including the Police Chief, and that such officers and employees hold office during the pleasure of the City Council; and

WHEREAS, the City has negotiated an Employment Agreement (“Agreement”) with Alex Diaz that includes an initial base salary of \$126,607.95 per year (range 100, step 2 per the Salary Schedule) and benefits as provided in Section 6.0 of the Agreement; and

WHEREAS, the term of the Agreement begins September 23, 2014 and shall continue until terminated pursuant to Section 3 of the Agreement; and

WHEREAS, the City Council finds that the provisions of the Agreement and exhibits thereto are fair and proper and in the best interest of the City and in compliance with the law concerning local government executive compensation found at Government Code §§ 53243 - 53243.4; and

WHEREAS, the City and Alex Diaz desire to establish the terms and conditions of his employment as Police Chief of the City as set forth in the Agreement, attached hereto as Exhibit A.

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

SECTION 1. That the City Council hereby formally votes to affirm the appointment of Alex Diaz as Chief of Police.

SECTION 2. That to the extent that the benefits provided to Alex Diaz in the Agreement differ from the maximum level of benefits provided in City of Banning Resolution No. 2013-20, "A resolution of the City of Banning, California approving the maximum compensation and benefits in certain City department director employment contracts, pursuant to Section 2.08.090(C) of the Banning Municipal Code" or conflict with any other resolution of the City of Banning, the terms of the Agreement shall govern.

SECTION 3. That the Mayor is hereby authorized to execute the Agreement on behalf of the City of Banning.

PASSED, APPROVED AND ADOPTED this 23th day of September, 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

**APPROVED AS TO FORM AND
LEGAL CONTENT:**

David Aleshire, Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2014-71 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23th day of September, 2014, by the following vote, to wit:

AYES: Councilmembers Botts, Miller, Peterson, Welch, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None

Marie A. Calderon, City Clerk
City of Banning, California

Exhibit A

CHIEF OF POLICE EMPLOYMENT AGREEMENT

This CHIEF OF POLICE EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 23rd day of September 2014, by and between the CITY OF BANNING, a general law city and municipal corporation (hereinafter referred to as the "CITY") and ALEX DIAZ, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, pursuant to California Government Code section 34856 and Banning Municipal Code ("BMC") section 2.08.080, the City Manager has the authority to appoint the Chief of Police, subject to concurrence by a formal vote of the City Council;

WHEREAS, pursuant to BMC section 2.08.090, the City Manager is also authorized to execute an employment contract with the Chief of Police in contemplation of employment by the CITY subject to City Council approval of the maximum compensation and benefits prior to the employment contract taking effect and with the employment contract being subject to California Government Code section 53260 et seq. or any successor sections.

WHEREAS, the City Manager desires to appoint EMPLOYEE, an existing CITY public safety employee, to serve in the position of Chief of Police for the CITY, the duties of which position are generally set forth in Government Code sections 41601-41612, and in the Chief of Police Job Description adopted by the CITY which is attached hereto as Exhibit "A."

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of Chief of Police professional services to the CITY and its related agencies;

WHEREAS, the Parties agree that EMPLOYEE has the necessary qualifications and experience to perform as Chief of Police with the exception of the CITY Job Description requirement that EMPLOYEE must have at the time of application and must maintain a State of California Police Officer Standards and Training (POST) management certification and that with his appointment and formal approval by the City Council of same CITY is waiving the requirement of possessing a management certification at time of application or appointment, but the Parties agree that EMPLOYEE shall promptly apply for same.

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of Chief of Police professional services to the CITY and its related agencies through this AGREEMENT;

WHEREAS, EMPLOYEE's appointment as the CITY's Chief of Police remains subject to the formal approval of City Council pursuant to BMC section 2.08.080;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. Subject to formal approval of City Council, CITY hereby appoints EMPLOYEE as Chief of Police for the CITY to perform the functions and duties of said position, including those functions and duties specified in the Job Description for the Chief of Police attached hereto as Exhibit "A" and those functions and duties set forth in sections 41601-41612 of the Government Code of the State of California. Additionally, EMPLOYEE shall perform such other legally permissible and proper functions and duties as the City Manager shall, from time-to-time, direct or assign as appropriate to the position of Chief of Police. EMPLOYEE shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote EMPLOYEE's best efforts and full-time attention thereto.

1.2 Work Schedule. It is recognized that the Chief of Police is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. EMPLOYEE acknowledges that proper performance of the duties of Chief of Police will require EMPLOYEE to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one hour lunch period), as set by the CITY and as may be duly revised from time-to-time by the CITY and/or the City Manager, and will also often require the performance of necessary services outside of normal business hours. EMPLOYEE's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the Chief of Police position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and EMPLOYEE shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

1.3 Fair Labor Standards Act ("FLSA") Exempt Status. EMPLOYEE acknowledges and agrees that the Chief of Police position is that of an exempt employee for the purposes of the FLSA.

1.4 Other Activities. EMPLOYEE shall focus his professional time, ability, and attention to the CITY's business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of the functions and duties of the Chief of Police.

1.5 Employment Status. Upon appointment to the Chief of Police position, EMPLOYEE shall serve at the will and pleasure of the City Manager and understands that by accepting the Chief of Police appointment that EMPLOYEE gives up his vested employment rights within the CITY's personnel system and shall become an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this AGREEMENT, including any

so-called due process pre-disciplinary “Skelly” hearing. The CITY may terminate EMPLOYEE at any time, with the sole exception being the express procedures set forth in Section 3.3 and Section 3.4 below which are in accordance with the state mandated protections afforded by the Public Safety Officers Procedural Bill of Rights Act (“POBOR”) (Government Code sections 3300-3313).

1.6 Exemption from Personnel System. BMC § 2.68.020 expressly exempts the Chief of Police position from the CITY’s Personnel System established in BMC Chapter 2.68. EMPLOYEE understands, acknowledges and agrees that EMPLOYEE is exempt from the CITY’s Personnel System.

1.7 CITY Documents. All data, studies, reports and other documents prepared by EMPLOYEE while performing his duties during the term of this AGREEMENT shall be furnished to and become the property of the CITY, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Manager, for any purposes other than the performance of EMPLOYEE’s duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Base Salary. For the services rendered pursuant to this AGREEMENT, EMPLOYEE’s initial annual base salary shall be One Hundred Twenty Six Thousand, Six Hundred and Seven Dollars and Ninety Five Cents (\$126,607.95) (“Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid, effective the first full pay period after September 23, 2014. Such base salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the CITY and shall be subject to payroll taxes, workers’ compensation, and other payroll-related liability costs.

2.2 Base Salary Review. The City Manager and EMPLOYEE agree to endeavor to conduct an annual base salary review concurrently with the annual performance evaluation set forth in Section 5.2.

2.3 Base Salary Adjustment. Following the annual performance evaluation set forth in Section 5.2 and the annual base salary review set forth above in Section 2.2, the City Manager may increase EMPLOYEE’s base salary and benefits package based on the results of those reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 and review under Section 2.2 shall be at the sole discretion of the City Manager, subject to the maximum base salary and benefits permitted for

the position of Chief of Police in the most recent classification and compensation resolution approved by the City Council.

2.4 Business Expense Reimbursements. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence, and other CITY related business expenses incurred by EMPLOYEE in the performance of his or her duties. All reimbursements shall be subject to and in accordance with California law, the CITY's adopted Travel & Meeting/Mileage Reimbursement Policy E- 1 & E-2, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3.0 TERM

3.1 Commencement & Effective Date. EMPLOYEE shall commence service hereunder at 8:00 a.m. Pacific daylight savings time on September 24, 2014, or such other date/time upon which the City Manager and Chief of Police may mutually agree. In the event Police Chief commences services on a date other than September 24, 2014, such date shall be deemed the effective date of this AGREEMENT ("Effective Date"). The Effective Date remains subject to formal City Council approval of the appointment of EMPLOYEE as the Chief of Police.

3.2 Term. This AGREEMENT shall remain in effect from the Effective Date specified at Section 3.1 until this AGREEMENT is terminated pursuant to Section 3.3 or 3.4.

3.3 Termination by EMPLOYEE. EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the City Manager with at least thirty (30) days' advance written notice. In the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay.

3.4 Termination by CITY. The City Manager or someone acting in the capacity as City Manager or as Interim City Manager may terminate this AGREEMENT at any time with or without cause, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein, in accordance with the requirements of the POBOR, including but not limited to Government Code section 3304(c), which provides that the CITY is required to provide written notice of termination and the reason or reasons therefor and an opportunity for administrative appeal. The City Manager's right to terminate EMPLOYEE pursuant to this Section 3.4 shall not be subject to or in any way limited by the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22) or past CITY practices related to the employment, discipline or termination of the CITY's employees. Except as expressly provided in this Section 3.4, EMPLOYEE expressly waives any rights provided for the Chief of Police under the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22), Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Chief of Police. Notwithstanding this Section 3.3, upon appointment to the Chief of Police position, EMPLOYEE remains an at-will employee serving at the pleasure of the City Manager.

(a) Termination by CITY for Cause. The CITY may terminate this AGREEMENT at any time by providing EMPLOYEE with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this AGREEMENT, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place the Chief of Police on paid or unpaid administrative leave until resolution of charges brought against the Chief of Police), 6) Violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, 7) Violation of the CITY's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22), Administrative Procedures Manual, and the Banning Police Department Policy Manual, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or the policy decisions of the City Council, and 12) Gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, the CITY shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager for cause shall be conducted in accordance with the following procedures:

(1) Within five (5) days of receipt of written notice under Section 3.3(a), EMPLOYEE may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of EMPLOYEE prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

(2) Upon EMPLOYEE's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the EMPLOYEE and the CITY and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request. Pursuant to Government Code section 3304(c), For purposes of this subdivision, the removal of EMPLOYEE for the purpose of implementing the goals or policies, or both, of the CITY, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for EMPLOYEE's termination in addition to those stated in Section 3.4a above.

(3) At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the CITY based its decision to terminate as well as any information and documents on which the CITY

based its decision to terminate for cause as well as any information and documentation that the EMPLOYEE chooses to submit to challenge the CITY's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

(4) Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether EMPLOYEE was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this AGREEMENT unless severance was already tendered.. Following City Council's review and consideration of the advisory decision, EMPLOYEE shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

(b) Termination by City Manager Without Cause. By providing EMPLOYEE at least thirty (30) days' prior written notice thereof, the CITY may terminate EMPLOYEE without cause but rather based upon management reasons such as implementing the CITY's goals or policies, including but not limited to: i) change of administration, or ii) incompatibility of management styles. In the event EMPLOYEE is terminated without cause, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay as the result of the termination of this AGREEMENT except as provided in Section 4.1 below. In order to comply with the requirements of California Government Code section 3304(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

(1) The CITY reserves the right to place the Police Chief on paid administrative leave for all or a portion of the thirty (30) day period provided under Section 3.4(b).

(2) EMPLOYEE may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay under Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event EMPLOYEE is terminated without cause within two (2) years of EMPLOYEE's appointment date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then CITY shall pay to EMPLOYEE severance in an amount equal to the monthly base salary of EMPLOYEE then in effect multiplied by three (3) excluding deferred compensation or the value of any other benefits. If EMPLOYEE is terminated without cause at any time later than two (2) years after EMPLOYEE's start date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then CITY shall pay to EMPLOYEE severance in an amount equal to the monthly base salary of EMPLOYEE then in effect multiplied by six (6) excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with such statute.

4.2 No Severance Pay if Termination for Cause or Initiated by EMPLOYEE. As provided in Section 3.4(a), should Employee be terminated for cause, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should EMPLOYEE initiate termination of this AGREEMENT, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of EMPLOYEE with respect to severance pay in the event of the termination, other than for cause. EMPLOYEE expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to EMPLOYEE so as to facilitate a more effective management of the Police Department and the CITY. Nothing herein shall be deemed to alter or change the employment status of EMPLOYEE as Chief of Police (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this AGREEMENT, or the services of EMPLOYEE hereunder.

5.2 Annual Evaluation. The City Manager shall conduct a formal or informal review and evaluate the performance of EMPLOYEE on an annual basis to coincide with the anniversary date of EMPLOYEE's appointment to the position of Chief of Police. Such performance review and evaluation shall be conducted concurrently with an annual base salary review provided for in Section 2.2 above, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his or her sole discretion, elect to provide a written summary of each performance evaluation to EMPLOYEE within two (2) weeks following the conclusion of the performance review and evaluation process, and may, at his or her sole discretion, schedule at least one (1) City Council closed session with EMPLOYEE to deliver and discuss the evaluation.

6.0 BENEFITS AND OTHER COMPENSATION

6.1 Professional Development. The CITY recognizes its obligation to the professional development of its Chief of Police, and agrees that EMPLOYEE shall be given adequate opportunities to develop and maintain skills and abilities as a public administrator. EMPLOYEE is expected and encouraged to and does agree to participate in professional organizations and to attend Area and Regional meetings and conferences related to matters of interest to the CITY consistent with the time required for such attendance in relationship to EMPLOYEE's other responsibilities as determined by the City Manager. The City Manager

hereby agrees to budget an amount to be determined in the exercise of his or her sole discretion to pay the cost, travel and subsistence expense of EMPLOYEE for professional and/or official travel, meetings, and occasions adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions for the CITY. These activities shall include membership in at least one professional association and attendance at one annual community development conference. EMPLOYEE shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. Tuition and cost of books will be reimbursed to EMPLOYEE for professional and technical courses approved by the City Manager and taken in an accredited educational institution provided that: the subject matter of the course relates directly to and contributes toward the Chief of Police position with the CITY; EMPLOYEE has received at least a competent proficiency rating on the last performance evaluation report; EMPLOYEE has furnished evidence that the course has been completed with at least a "C" or "pass" grade.

The City Manager also agrees to budget and pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY. The City Manager agrees to budget and pay for professional dues and subscriptions of EMPLOYEE reasonably related to the professional growth, development, education and training of EMPLOYEE.

6.2 Paid Leave.

(a) Sick Leave: EMPLOYEE shall be entitled to ninety-six (96) hours of sick leave annually, with the right to cash in a maximum of ninety-six (96) hours annually. A minimum of forty (40) sick leave hours must be left in the bank at time of cash out. Sick leave shall accrue at the rate of 3.69 hours per pay period. Any sick leave cash out request must be made no later than November 1st of each year, and payment of the cash out shall be made in the last check issued in November. Sick leave may only be accrued to a maximum of four hundred eighty (480) hours at which point sick leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Sick leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused sick leave on the books then existing.

(b) Vacation Leave. Police Chief shall be entitled to one hundred sixty (160) hours of vacation leave annually, with the right to cash in a combined maximum of eighty (80) vacation leave hours annually from any vacation leave bank. A minimum of eighty (80) vacation leave hours must be left in the regular vacation bank at time of cash out. If EMPLOYEE accrues greater than three hundred (300) hours of vacation time, then he may request a one-time cash out of fifty percent (50%) of the total available vacation hours to be paid at his current pay rate. Vacation leave shall accrue at the rate of 6.15 hours per pay period. Vacation leave may only be accrued to a maximum of four hundred eighty (480) hours at which point vacation leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Vacation leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason,

EMPLOYEE shall be entitled to one hundred percent (100%) of the unused vacation leave on the books then existing.

(c) Holiday Leave. EMPLOYEE shall be granted the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas. In addition, one (1) floating holiday will be credited to EMPLOYEE's Holiday Leave bank July 1st each year. Accrued floating holiday hours may be taken in one hour increments. Leave balances must be used during the fiscal year or they will be cashed out according to Administrative Policy A-30. If the City Council recognizes an additional holiday for City employees, said holiday shall be extended to EMPLOYEE. Holiday leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(d) Executive Leave. EMPLOYEE shall be entitled to ninety-eight (98) hours of executive leave annually, with the right to cash in a maximum of ninety-eight (98) executive leave hours annually. Executive leave shall accrue at the rate of 3.77 hours per pay period. Executive leave may only be accrued to a maximum of two hundred (200) hours at which point executive leave accrual will cease until the accrued hours fall below the maximum of two hundred (200) hours. Executive leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused executive leave on the books then existing.

(e) Bereavement Leave. In the event of the death of a member of EMPLOYEE's family, including EMPLOYEE's spouse, domestic partner, mother, father, brother, sister, child, grandchild, or grandparent or any one of the same relatives of EMPLOYEE's spouse or domestic partner, EMPLOYEE shall be allowed thirty (30) hours of bereavement leave for each death of a family member. Bereavement leave must be used and deducted from the total allowed hours in increments of no less than five hours for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. In the event of the death of a spouse or multiple family deaths occurring within a 24-hour period, EMPLOYEE shall be allowed forty (40) hours of total bereavement leave for this unfortunate event.

(f) Promotional Pay Out of Leave. Within thirty (30) days after EMPLOYEE's appointment to Chief of Police, the CITY shall have the option and be entitled to cash out, at EMPLOYEE's previous base salary not including acting pay at the time of said appointment, all vacation, holiday, and executive leave in excess of one hundred (100) hours respectively.

6.3 Cafeteria/Health & Welfare Benefits. EMPLOYEE shall be entitled to receive from the CITY an annual cafeteria benefit in an annual amount capped at Twenty Thousand Dollars (\$20,000.00), for the purchase of health and welfare benefits under any approved plan provided by the CITY. Said contribution shall first be used to provide for health insurance for the EMPLOYEE. EMPLOYEE may use funds for any of the CITY's medical

plans or, upon proof of coverage under another acceptable health plan as determined by the CITY's Human Resource Department, this amount may be taken as taxable income or converted to a 457 Plan or CITY sponsored Medical Savings Account. The City Manager may increase the benefit annually using CPI or the average of all CITY health insurance premium increases as long as it stays within the maximum parameters established by City Council for department heads. EMPLOYEE may elect to receive ninety-two and five-tenth percent (92.5%) of the balance in cash as CalPERS non-includable taxable income or converted to a 457 plan or CITY sponsored Medical Savings Account.

6.4 Retirement.

(a) Retirement Plan. EMPLOYEE shall be permitted to continue to participate in the CITY's CalPERS Retirement Program for Safety Employees 3% at 50 formula.

(b) Employee Contribution. EMPLOYEE shall be responsible for the full member contribution for EMPLOYEE's CalPERS retirement plan, currently at nine percent (9%) of EMPLOYEE's pre-tax compensation.

6.5 Automobile. EMPLOYEE's duties require that the Chief of Police shall have the exclusive and unrestricted use at all times during employment of a CITY vehicle. CITY shall provide all attendant operating and maintenance expenses and insurance. EMPLOYEE shall be governed by any and all CITY policies regarding the use of CITY vehicles. In the event the CITY vehicle provided to EMPLOYEE is unavailable or its use restricted from take-home use, EMPLOYEE shall receive a Two Hundred Fifty Dollar (\$250.000) per month as and for a car allowance for use of a personal vehicle in pursuit of recognized official duties.

6.6 CITY Flexible Spending Plan. EMPLOYEE is entitled to participate in the CITY's Flexible Spending Plan to the same extent as enjoyed by any other employee.

6.7 Life Insurance. In addition to the annual cafeteria benefit, the CITY will pay annual premiums for life insurance for EMPLOYEE with a benefit/coverage amount of One Hundred Fifty Thousand Dollars (\$150,000.00) during EMPLOYEE's employment.

6.8 Uniforms & Business Equipment. EMPLOYEE shall receive the amount of One Hundred Ten Dollars (\$110.00) per month uniform allowance, which amount shall be increased as uniform allowances are increased for Banning Police Officers' Association members. Payment of the uniform allowance will be paid equally between the first two pay periods each month. The CITY will finance at no interest to EMPLOYEE the purchase of any job-related personal tools or equipment, such as a computer, cell phone, etc., that serve the professional development of EMPLOYEE. Such tools or equipment shall be approved in advance by the City Manager at his or her sole discretion and the amount financed shall not exceed the value of one month's base salary of EMPLOYEE. Repayment to the CITY shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years. Should EMPLOYEE terminate employment, then the remaining loan amount repayment shall be accelerated and become fully due and owing as of the termination date and may be deducted from any wages owed, including any severance payment to be made.

6.9 Bonding. CITY shall bear the full cost of any fidelity or other bonds required for EMPLOYEE under any law or CITY ordinance.

6.10 Education Pay. The CITY agrees to pay to EMPLOYEE the sum of Three Hundred Fifty Dollars (\$350.00) per month as and for an education incentive. Once EMPLOYEE obtains a POST Management Certificate, then EMPLOYEE shall be entitled to an increase in education incentive pay to a total of Four Hundred Fifty Dollars (\$450.00) per month.

6.11 Eyewear/Eyecare Reimbursement. EMPLOYEE shall be entitled to reimbursement for expenses incurred and paid by EMPLOYEE and/or dependents in obtaining prescription eyewear or medical care from a licensed Optician, Optometrist or Ophthalmologist. Such amount is limited to a total for all expenses of Two Hundred Fifty Dollars (\$250.00) every two years commencing on the date of this AGREEMENT.

6.12 Utility Allowance. Should EMPLOYEE reside within the CITY limits, then EMPLOYEE shall be entitled to receive a utility credit in the amount of One Hundred Fifty Dollars (\$150.00) per month against the cost of electric and water service during the period of such residency. In the event EMPLOYEE's spouse or a member of EMPLOYEE's household also is employed by the CITY and is eligible for this utility allowance, only one of either EMPLOYEE and EMPLOYEE's spouse or member of EMPLOYEE's household shall be eligible for such utility allowance.

6.13 Disability Program. EMPLOYEE agrees to pay the cost of membership in the CITY-approved long-term disability insurance program. EMPLOYEE agrees that such premiums will be paid with after-tax dollars in order to maintain the tax-free benefit status to both the CITY and EMPLOYEE in the event benefits are paid. It is agreed between the Parties that in the event of disability, EMPLOYEE shall enjoy all the rights and privileges to which EMPLOYEE is entitled under state or federal law.

7.0 INDEMNIFICATION

To the extent mandated by the California Government Code, the CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of EMPLOYEE's services under this AGREEMENT. This section shall not apply to any intentional tort or crime committed by EMPLOYEE, to any action outside the course and scope of EMPLOYEE's employment, or any other intentional or malicious conduct or gross negligence of EMPLOYEE.

8.0 OTHER TERMS- CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with EMPLOYEE, shall establish any such other terms and conditions of employment as he or she may determine from time to time, provided such terms and conditions do not exceed the maximum salary and benefits approved by the City Council for all department heads and are reduced to writing and signed by EMPLOYEE and the City Manager.

9.0 GENERAL PROVISIONS

9.1 Entire AGREEMENT. This AGREEMENT represents the entire AGREEMENT and understanding between the Parties and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to EMPLOYEE's employment by the CITY and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of CITY governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this AGREEMENT shall be valid or binding upon either Party.

9.2 Amendment. This AGREEMENT may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this AGREEMENT shall be in writing and shall be personally served or shall be sufficiently given when served upon the other Party as sent by United States Postal Service, postage prepaid and addressed as follows:

To CITY:

City Manager
City of Banning
P.O. Box 998
Banning, California 92220

To Police Chief:

Alex Diaz
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this AGREEMENT, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE's duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this AGREEMENT by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each Party hereto.

9.8 Government Code §§ 53243 - 53243.4. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are set forth in full in Exhibit "B" attached hereto and incorporated herein. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this AGREEMENT and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this AGREEMENT:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

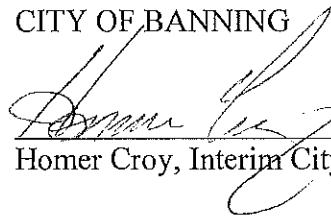
§53243.4. "Abuse of office or position" defined.

EMPLOYEE represents that EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to EMPLOYEE, including that EMPLOYEE agrees that any cash settlement or severance related to a termination that EMPLOYEE may receive from the CITY shall be fully reimbursed to the local agency if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position.

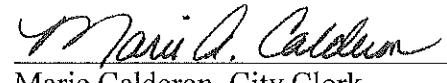
9.9 Independent Legal Advice. The CITY and EMPLOYEE represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this AGREEMENT, or had the opportunity to do so, and the CITY and EMPLOYEE further represent and warrant that each has carefully reviewed this entire AGREEMENT and that each and every term thereof is understood and that the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Banning has caused this AGREEMENT to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF BANNING


Homer Croy, Interim City Manager

ATTEST:



Marie Calderon, City Clerk

APPROVED AS TO FORM:

David J. Aleshire, City Attorney

CHIEF OF POLICE


Alex Diaz

EXHIBIT A

JOB DESCRIPTION CHIEF OF POLICE

JOB DEFINITION: Under policy direction, directs, oversees, plans, organizes and administers all aspects and operations of law enforcement services.

ESSENTIAL FUNCTIONS: The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

REPRESENTATIVE DUTIES: Plans, organizes, controls, staffs and directs the activities and functions of the Police Department. Provides leadership to accomplish the mission, goals and objectives as defined in collaboration with the City and subordinate staff. Establishes protection of life and property through law enforcement, crime control, prevention measures, traffic enforcement, recovery of property and apprehension of offenders. Controls duties in a manner consistent with Department policy and legal guidelines to protect the interest of the public.

Identifies and monitors long- and short-range goals and objectives. Identifies, reviews, assesses, oversees and modifies and/or approves modifications of operational policies and procedures. Identifies and establishes operational protocols and processes. Recommends and implements changes to existing policies and procedures. Determines compliance with Department policies and procedures.

Oversees and manages assigned staff and personnel. Interviews prospective employees, hires and/or recommends hiring. Provides training and resources to personnel, designs and/or oversees development of performance measures, deliverables and related strategic planning efforts and incorporates strategic planning into the budget process. Identifies and implements new employee and on-going staff training programs. Coordinates, prioritizes and assigns tasks and projects. Tracks and reviews work progress and process. Evaluates work performance and/or recommends and implements disciplinary actions. Identifies staffing, equipment, facilities and related needs.

Conducts and attends public meetings. Receives briefings, updates and progress reports on individual projects or programs from staff members and outside entities. Reviews trends and practices in law enforcement, police science and criminal justice at the local, state and Federal level. Serves as a resource and liaison between the City Police Department and external local, state and national agencies, entities and/or individuals. Monitors budget allocations and reviews and recommends approval of budget expenditures and purchases.

Performs other duties as assigned or required.

KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of management and/or supervision principles.
- Knowledge of modern law enforcement trends and practices.
- Knowledge of the legislative process and legal terminology.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS: A Bachelor's degree in Law, Criminal Justice, Public Administration or closely related field, AND ten (10) years law enforcement experience that includes five (5) years of management and/or supervision.

ADDITIONAL REQUIREMENTS: Must have at the time of application and must maintain State of California Police Officer Standards and Training (POST) management certification and California driver license. Depending on the needs of the City, incumbents in this classification may be required to obtain and maintain additional licenses or certifications for the practice of law enforcement. May be required to work outside the traditional work schedule. May be subject to call out and/or call-back.

EXHIBIT B

GOVERNMENT CODE SECTIONS 53243-53243.4 and 53260(a)

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

GOVERNMENT CODE SECTIONS 3511.1-3511.2

3511.1. As used in this chapter, the following definitions apply:

(a) "Compensation" means annual salary, stipend, or bonus, paid by a local agency employer to a local agency executive.

(b) "Cost-of-living" means the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations.

(c) "Local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, or other local public agency.

(d) "Local agency executive" means any person employed by a local agency who is not subject to the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500)), Chapter 5 (commencing with Section 45100) of Part 25 of Division 3 of Title 2 of the Education Code, or Chapter 4 (commencing with Section 88000) of Part 51 of Division 7 of Title 3 of the Education Code, and who meets either of the following requirements:

- (1) The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency.
- (2) The person is the head of a department of a local agency.
- (3) The person's position within the local agency is held by an employment contract between the local agency and that person.

3511.2. On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

(a) An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.

(b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5.

EXHIBIT C

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Banning, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and ALEX DIAZ, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Police Chief effective on or about September 23, 2014 serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently ____ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE separate from employment with THE CITY and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's separation by means of _____ as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by state, federal or municipal law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall cause to be paid to EMPLOYEE an additional compensatory payment as severance pay by means of a lump sum payment of _____ and ____ cents (\$ ____ .00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to

EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. The lump sum payment shall be subject to applicable state and federal withholdings as determined appropriate by THE CITY.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990))

further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE's waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, EMPLOYEE's counsel of choice or at least had the opportunity to do so, and EMPLOYEE represents by signing this AGREEMENT that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following EMPLOYEE's execution of** this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution of same ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of EMPLOYEE's receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during EMPLOYEE's employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of EMPLOYEE's employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that EMPLOYEE will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this

AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given and/or received on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of Banning
P.O. Box 998
Banning, California 92220

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this AGREEMENT, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Alex Diaz

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____

David J. Aleshire, City Attorney

[EMPLOYEE'S LAW FIRM]

By: _____
[Counsel]

Permanent Salary Range Table

Salary Range	Minimum	Midpoint	Maximum		Salary Range	Minimum	Midpoint	Maximum
1	\$10,712	\$12,602	\$14,492		59	\$44,858	\$52,774	\$60,691
2	\$10,979	\$12,917	\$14,855		60	\$45,980	\$54,094	\$62,208
3	\$11,254	\$13,240	\$15,226		61	\$47,129	\$55,446	\$63,763
4	\$11,535	\$13,571	\$15,607		62	\$48,307	\$56,832	\$65,357
5	\$11,824	\$13,910	\$15,997		63	\$49,515	\$58,253	\$66,991
6	\$12,119	\$14,258	\$16,397		64	\$50,753	\$59,709	\$68,666
7	\$12,422	\$14,614	\$16,807		65	\$52,022	\$61,202	\$70,383
8	\$12,733	\$14,980	\$17,227		66	\$53,322	\$62,732	\$72,142
9	\$13,051	\$15,354	\$17,657		67	\$54,655	\$64,301	\$73,946
10	\$13,377	\$15,738	\$18,099		68	\$56,022	\$65,908	\$75,794
11	\$13,712	\$16,132	\$18,551		69	\$57,422	\$67,556	\$77,689
12	\$14,055	\$16,535	\$19,015		70	\$58,858	\$69,245	\$79,631
13	\$14,406	\$16,948	\$19,491		71	\$60,329	\$70,976	\$81,622
14	\$14,766	\$17,372	\$19,978		72	\$61,838	\$72,750	\$83,663
15	\$15,135	\$17,806	\$20,477		73	\$63,384	\$74,569	\$85,754
16	\$15,514	\$18,251	\$20,989		74	\$64,968	\$76,433	\$87,898
17	\$15,902	\$18,708	\$21,514		75	\$66,592	\$78,344	\$90,096
18	\$16,299	\$19,175	\$22,052		76	\$68,257	\$80,303	\$92,348
19	\$16,707	\$19,655	\$22,603		77	\$69,964	\$82,310	\$94,657
20	\$17,124	\$20,146	\$23,168		78	\$71,713	\$84,368	\$97,023
21	\$17,552	\$20,650	\$23,747		79	\$73,506	\$86,477	\$99,449
22	\$17,991	\$21,166	\$24,341		80	\$75,343	\$88,639	\$101,935
23	\$18,441	\$21,695	\$24,950		81	\$77,227	\$90,855	\$104,483
24	\$18,902	\$22,238	\$25,573		82	\$79,157	\$93,126	\$107,095
25	\$19,375	\$22,794	\$26,213		83	\$81,136	\$95,455	\$109,773
26	\$19,859	\$23,363	\$26,868		84	\$83,165	\$97,841	\$112,517
27	\$20,355	\$23,947	\$27,540		85	\$85,244	\$100,287	\$115,330
28	\$20,864	\$24,546	\$28,228		86	\$87,375	\$102,794	\$118,213
29	\$21,386	\$25,160	\$28,934		87	\$89,559	\$105,364	\$121,169
30	\$21,921	\$25,789	\$29,657		88	\$91,798	\$107,998	\$124,198
31	\$22,469	\$26,434	\$30,399		89	\$94,093	\$110,698	\$127,303
32	\$23,030	\$27,094	\$31,159		90	\$96,446	\$113,465	\$130,485
33	\$23,606	\$27,772	\$31,938		91	\$98,857	\$116,302	\$133,747
34	\$24,196	\$28,466	\$32,736		92	\$101,328	\$119,210	\$137,091
35	\$24,801	\$29,178	\$33,554		93	\$103,861	\$122,190	\$140,518
36	\$25,421	\$29,907	\$34,393		94	\$106,458	\$125,245	\$144,031
37	\$26,057	\$30,655	\$35,253		95	\$109,119	\$128,376	\$147,632
38	\$26,708	\$31,421	\$36,134		96	\$111,847	\$131,585	\$151,323
39	\$27,376	\$32,207	\$37,038		97	\$114,644	\$134,875	\$155,106
40	\$28,060	\$33,012	\$37,964		98	\$117,510	\$138,247	\$158,984
41	\$28,762	\$33,837	\$38,913		99	\$120,447	\$141,703	\$162,958
42	\$29,481	\$34,683	\$39,886		100	\$123,459	\$145,245	\$167,032
43	\$30,218	\$35,550	\$40,883		101	\$126,545	\$148,876	\$171,208
44	\$30,973	\$36,439	\$41,905		102	\$129,709	\$152,598	\$175,488
45	\$31,747	\$37,350	\$42,952		103	\$132,951	\$156,413	\$179,875
46	\$32,541	\$38,284	\$44,026		104	\$136,275	\$160,324	\$184,372
47	\$33,355	\$39,241	\$45,127		105	\$139,682	\$164,332	\$188,982
48	\$34,189	\$40,222	\$46,255		106	\$143,174	\$168,440	\$193,706
49	\$35,043	\$41,227	\$47,411		107	\$146,753	\$172,651	\$198,549
50	\$35,919	\$42,258	\$48,597		108	\$150,422	\$176,967	\$203,512
51	\$36,817	\$43,314	\$49,812		109	\$154,183	\$181,392	\$208,600
52	\$37,738	\$44,397	\$51,057		110	\$158,037	\$185,926	\$213,815
53	\$38,681	\$45,507	\$52,333		111	\$161,988	\$190,574	\$219,161
54	\$39,648	\$46,645	\$53,642		112	\$166,038	\$195,339	\$224,640
55	\$40,639	\$47,811	\$54,983		113	\$170,189	\$200,222	\$230,256
56	\$41,655	\$49,006	\$56,357		114	\$174,444	\$205,228	\$236,012
57	\$42,697	\$50,231	\$57,766		115	\$178,805	\$210,359	\$241,912
58	\$43,764	\$51,487	\$59,210		116	\$183,275	\$215,617	\$247,960

Midpoint %

2.50%

Range Spread

35.00%

277

2.08.080 Powers and duties.

The city manager shall be the administrative head of the city government under the direction and control of the city council, except as otherwise provided in this chapter. He shall be responsible for the efficient administration of all the affairs of the city which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his duty and he shall have the power as follows:

- A. To see that this Code and all laws and ordinances of the city are enforced and that all franchises, permits and privileges granted by the city are faithfully observed.
- B. The power to consolidate or combine offices, positions, departments or units under his or her direction; and to control, order, and give directions to all heads of departments, subordinate officers and employees of the city, except the city clerk, city treasurer and the city attorney; provided, however, that any major administrative reorganization affecting city finances shall be subject to concurrence by a formal vote of the city council.
- C. To appoint, promote, demote and remove any officers and employees of the city except the city clerk, city treasurer and city attorney; provided, however, that any appointment of a department head, including chief of police or other public safety director, shall be subject to concurrence by a formal vote of the city council.
- D. To exercise control over all departments of the city government and over all appointive officers and employees thereof, except the city clerk, city treasurer and city attorney.
- E. To attend all meetings of the city council unless excused therefrom by the city council, except when his removal is under consideration by the city council.
- F. To recommend to the city council for adoption such measures and ordinances as he deems necessary or expedient.
- G. To keep the city council at all times fully advised as to the financial conditions and needs of the city.
- H. To prepare and submit to the city council the annual budget. City council approval of the annual budget or schedule of anticipated expenditures constitutes approval to the purchasing agent to procure any items therein listed. Any items not so listed shall first have approval from the city council before purchase can be authorized by the city manager. No expenditure shall be submitted or recommended to the city council, except on report or approval of the city manager. All purchases shall be made in accordance with city ordinances.
- I. To make investigations into affairs of the city and any department or division thereof, and any contract, or the proper performance of any obligations running to the city.
- J. To investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city, and to see that all franchises, permits and privileges granted by the city are faithfully performed and observed.
- K. To exercise general supervision over all public buildings, public parks and other public property which are under the control and jurisdiction of the city council and not specifically delegated to a particular board or officer.
- L. To devote his time diligently to the duties of his office and the interest of the city.

- M. The service and facilities of the city clerk, city treasurer and the city attorney shall be made available to the city manager to the same extent, in the same manner and to the same effect they are available to the city council.
- N. To perform such other duties and exercise such other power as may be delegated to him from time to time by ordinance or resolution of the city council.

(Code 1965, § 2-17.)

(Ord. No. 1478, §§ 3—5, 3-25-14)

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CITY COUNCIL AGENDA

DATE: September 23, 2014

TO: Mayor and Members of the City Council

FROM: June Overholt, Interim City Manager

SUBJECT: Transient Occupancy Tax (TOT) Ordinance 1483

RECOMMENDATION:

That the City Council Adopt Ordinance No. 1483 "AN ORDINANCE OF THE VOTERS OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTION 3.16.030 OF CHAPTER 3.16 OF THE BANNING MUNICIPAL CODE PERMANENTLY EXTENDING THE TRANSIENT OCCUPANCY TAX"

STRATEGIC PLAN:

Maintaining the current Transient Occupancy Tax rate addresses the Strategic Plan goal of fiscal sustainability that allows that City to manage its finances and services.

DISCUSSION:

The Transient Occupancy Tax has been in place since 1966. On July 28, 2009, the City Council declared a fiscal emergency and ordered a Special election for voters to consider whether the TOT should increase from six percent (6%) to twelve percent (12%). The City Council also directed that the revenues generated by the TOT be used to provide funding for essential city services, such as public safety, and maintenance of streets and public areas. On November 3, 2009, by a vote of 3,337 yes to 1,104 no, (75%) City voters approved Measure L, which authorized a TOT rate increase not to exceed twelve percent (12%) ("Rate Cap"). Measure L was approved at a Special Election as a General Tax.

In December, 2009 the Council adopted Ordinance No. 1416 which increased the approved tax rate increase to ten percent (10%). On June 22, 2010, the Council adopted Ordinance No. 1425 implementing the rate increase to twelve percent (12%) effective September 1, 2010. The Measure has a sunset of November 3, 2014.

Adoption of Measure L has resulted in an estimated \$330,000 increase in General Fund dollars for the purposes set forth in the Measure. The total TOT revenue of approximately \$600,000 is among the top 6 General Fund revenues, and is approximately 5% of all revenues.

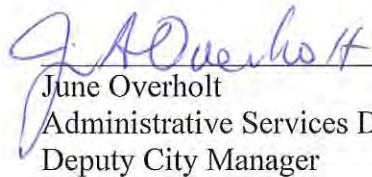
On February 25, 2014, the City Council voted unanimously to declare a fiscal emergency under Prop 218. On June 3, 2014, Measure E passed by a vote of 3,444 982.85%) yes to 713 (17.15%)

no. City voters approved Measure E, which removed the sunset provision that had been a part of Measure L in 2009. Measure E was approved at a Special Election as a General Tax.

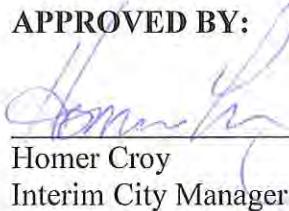
In order to implement the results of Measure E, staff is recommending that Council adopt Ordinance No. 1483, which permanently extends the TOT at the capped rate of twelve percent (12%).

FISCAL DATA: AWAs a result of the passing of Measure E, the General Fund of the City of Banning will continue to receive TOT revenues of approximately \$330,000, thus avoiding the need for additional cuts in service.

RECOMMENDED BY:


June Overholt
Administrative Services Director/
Deputy City Manager

APPROVED BY:


Homer Croy
Interim City Manager

Attachments:

- Ordinance No. 1483— Amending Section 3.16.030 of Chapter 3.16 of the City of Banning Municipal Code
- Chapter 3.16 – Transient Occupancy Tax of the City of Banning Municipal Code

ORDINANCE NO. 1483

AN ORDINANCE OF THE VOTERS OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTION 3.16.030 OF CHAPTER 3.16 OF THE BANNING MUNICIPAL CODE PERMANENTLY EXTENDING THE TRANSIENT OCCUPANCY TAX

SECTION 1. Tax Adopted. The Banning Municipal Code, Section 3.16.030, Chapter 3.16, is hereby amended to read, in its entirety, as follows:

"CHAPTER 3.16: TRANSIENT OCCUPANCY TAX

Section 3.16.030. Imposed--Amount--When payable

A.

For the privilege of occupancy in any hotel or motel, each transient is subject to and shall pay a tax in the amount set forth in subsection (B) hereof, but such rate shall not exceed twelve percent of the rent charged by the operator, which shall be referred to herein as the "cap rate." Such tax constitutes a debt owed by the transient to the city which is extinguished only by payment to the operator or to the city. The transient shall pay the tax to the operator of the hotel or motel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid in each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel or motel. If for any reason the tax due is not paid to the operator of the hotel or motel, the tax administrator may require that such tax shall be paid directly to the tax administrator.

B.

Notwithstanding the requirements of subsection (A) of this section, from October 1, 2010, until amended by ordinance of the city council, the transient occupancy tax ("TOT rate") rate shall be increased from ten percent to twelve percent, or the full amount of the cap rate set forth in subsection (A) above.

C.

The cap rate in subsection (A) may only be increased by a vote of the people pursuant to Proposition 218. The TOT rate in subsection (B) may be changed by ordinance of the council so long as it does not exceed the cap rate.

D.

The authority to alter the TOT rate, as long as it does not exceed the cap rate, as provided by Measure L, shall not expire, unless by a vote of the people of Banning.

E.

The city council retains full authority to modify or add to chapter 3.16 to change the manner, mode and method of collecting transient occupancy taxes as set forth in chapter 3.16, to the extent provided by state law."

SECTION 2. Amendments to Rate. This ordinance may be amended by majority vote of the voters of the City of Banning at any time. The City Council may by ordinance establish the Transient Occupancy Tax rate at a lesser rate provided it does not exceed the maximum set herein by the voters.

SECTION 3. Amendments to Chapter 3.16. Notwithstanding the voters' amendment of Section 3.16.030 to set the rate of the Transient Occupancy Tax, the City Council retains full authority to modify or add to Chapter 3.16 to change the manner mode and method of collecting Transient Occupancy Taxes as set forth in Chapter 3.16.

SECTION 4. Severability. If any sections, subsections, sentences, phrases, or portions are for any reason, held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of their Ordinance. The City Council of the City of Banning hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be considered as adopted upon the date that the vote is declared by the City Council, and shall go into effect ten (10) days after that date, pursuant to Elections Code Section 9217.

PASSED AND ADOPTED by the people of the City of Banning, California, on June 3, 2014.

CITY COUNCIL AGENDA

DATE: September 23, 2014

TO: Honorable Mayor and City Council

FROM: Fred Mason, Electric Utility Director

SUBJECT: City Council Resolution No. 2014-65, Accepting the Recommendations of the Banning Electric Utility Energy Storage Study and Determining that it is Not Cost Effective For the Electric Utility to Adopt Energy Storage Targets

RECOMMENDATION: Adopt City Council Resolution No. 2014-65, accepting the recommendations of the Banning Electric Utility energy storage study, and determining that it is not cost effective for the Electric Utility to adopt energy storage targets at this time.

JUSTIFICATION: California legislation requires publicly owned electric utilities, such as the City of Banning, to perform specific activities pertaining to energy storage.

BACKGROUND: Assembly Bill 2514 (AB 2514) was signed by the Governor on September 29, 2010, and required the governing boards of local publicly owned electric utilities to open a proceeding by March 2012 to determine appropriate targets, if any, for procuring technically viable and cost-effective energy storage systems. Accordingly, on March 27, 2012 the City Council adopted Resolution No. 2012-29, opening the proceeding to determine if it was appropriate for the Banning Electric Utility to set energy storage targets.

Under AB 2514, the City Council is required by October 1, 2014 to adopt an initial energy storage system procurement target, if determined to be appropriate, to be achieved by December 31, 2016, with a second target to be achieved by December 31, 2021.

An energy storage system must be cost-effective and reduce emissions of greenhouse gases, reduce demand for peak electrical generation, defer or substitute for an investment in generation, transmission or distribution assets, or improve the reliable operation of the electrical transmission or distribution grid.

In order to assist its members to comply with AB 2514, the Southern California Public Power Authority (“SCPPA”) hired Navigant Consulting, Inc. (“Navigant”) to perform a study on the costs and benefits of energy storage. Navigant created a framework and decision making tool for identifying, quantifying, and monetizing the benefits of energy storage projects. In the framework, potential benefits are realized differently depending on the system characteristics (e.g., location on the grid, regulatory structure, and owner). The benefits are realized by using energy storage in three main categories: load leveling, grid operational support, and grid

stabilization. Within these categories, each application of energy storage can lead to different economic, reliability, and environmental benefits.

The tool has gone through extensive review and usage. Sandia National Labs and the US Department of Energy (DOE) conducted formal peer reviews of the modeling framework. The DOE has adopted this framework for use by 16 recipients of the Smart Grid Demonstration program and the framework has been presented at numerous energy storage conferences.

In order to document its compliance with AB 2514, the Banning Electric Utility participated in the SCPPA / Navigant project. The Electric Utility utilized the Navigant modeling tool to determine if it would be cost effective to set energy storage targets and to procure energy storage technology. The results of this study indicated that it would not be cost effective for the Banning Electric Utility to purchase energy storage at this time. In fact, the result of the study indicated that the current financial impact of purchasing an energy storage system is a **negative** net present value of \$4,927,000 over the 15-year life of the study.

Staff will continue to monitor the energy storage industry for technological breakthroughs that may make energy storage systems cost-effective in the future.

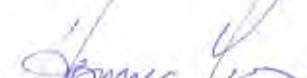
FISCAL DATA: Since the Banning Electric Utility will not be investing in energy storage systems, there are no fiscal impacts.

RECOMMENDED BY:



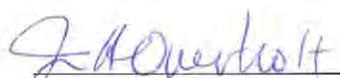
Fred Mason
Electric Utility Director

APPROVED BY:



Homer Croy
Interim City Manager

REVIEWED BY:



June Overholt
Deputy City Manager/Administrative Services Director

Prepared by Jim Steffens

RESOLUTION NO 2014-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ACCEPTING THE RECOMMENDATIONS OF THE BANNING ELECTRIC UTILITY ENERGY STORAGE STUDY AND DETERMINING THAT IT IS NOT COST EFFECTIVE FOR THE ELECTRIC UTILITY TO ADOPT ENERGY STORAGE TARGETS

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, Assembly Bill 2514 (AB 2514) requires by October 1, 2014 that the governing board of a publicly owned electric utility adopt an initial energy storage system procurement target, if determined to be appropriate, to be achieved by December 31, 2016, with a second target to be achieved by December 31, 2021; and

WHEREAS, the Banning Electric Utility, in conjunction with other Southern California Public Power Authority members, obtained the services of Navigant Consulting for the purpose of determining the cost benefits of energy storage; and

WHEREAS, Navigant Consulting created a framework and decision making tool for identifying, quantifying, and monetizing the benefits of energy storage projects. The tool has gone through extensive review and usage. Sandia National Labs and the US Department of Energy (DOE) conducted formal peer reviews of the modeling framework. The DOE has adopted this framework for use by 16 recipients of the Smart Grid Demonstration program, and the framework has been presented at numerous energy storage conferences; and

WHEREAS, the Banning Electric Utility utilized the Navigant Consulting tool to perform an energy storage study. The study determined that it was not cost effective, and therefore not appropriate, for the Banning Electric Utility to adopt energy storage procurement targets for the dates indicated in AB 2514;

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

SECTION 1: Adopt Resolution 2014-65 acknowledging that the City of Banning Electric Utility will not be adopting energy storage procurement targets at this time due to the lack of cost-effective options, and authorize the Mayor to sign said resolution.

SECTION 2: The Electric Utility Director will reevaluate this energy storage procurement target decision within three years as required by AB 2514.

PASSED, APPROVED AND ADOPTED this 23rd day of September, 2014.

Deborah Franklin, Mayor
City of Banning

**APPROVED AS TO FORM AND
LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

ATTEST:

Marie A. Calderon, City Clerk

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-65 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of September, 2014, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning, California

CITY COUNCIL AGENDA

Date: September 23, 2014

To: Honorable Mayor and City Council

From: Fred Mason, Electric Utility Director

Subject: Resolution No. 2014-70, "Awarding the Construction Contract for Project No. 2014-04 'Corporate Yard Warehouse' and Rejecting All Other Bids"

RECOMMENDATION: Adopt City Council Resolution No. 2014-70:

Option One:

- I. Award the Bid and approve the Construction Contract for Project No. 2014-04 "Corporate Yard Warehouse" to Oakview Constructors, Inc. ("Oakview"), of Calimesa, California, in the amount not to exceed \$5,116,529.00 including taxes and allow a 5% contingency of \$255,826.00, and reject all other bids.
- II. Authorize the City Manager to execute the contract agreements for Project No. 2014-04 "Corporate Yard Warehouse."
- III. Authorize the Administrative Services Director to update the Capital Improvement Plan, make the necessary budget adjustments, appropriations, and transfers to fund this project and to approve change orders within the 5% contingency of \$255,826.00.
- IV. Authorize the Electric Utility Director to work with Oakview to formalize the revisions and subsequent credits to the project, resulting from the Value Engineering analysis, which is estimated at \$789,000.00.

Option Two:

- I. Award the Bid for Project No. 2014-04 "Corporate Yard Warehouse" to Oakview Constructors, Inc., and reject all other bids.
- II. Authorize the Electric Utility Director to work with Oakview to formalize the revisions and subsequent credits to the project, resulting from the Value Engineering analysis, which is estimated at \$789,000.00, and make applicable amendments to the Construction Contract.
- III. Direct staff to bring amended Construction Contract to Council at a subsequent meeting for consideration.

Option Three:

- I. Reject all bids.

STRATEGIC PLAN: Infrastructure and City Facilities Approval of this agreement would support the City Council's goal of improving City facilities throughout the City of Banning.

BACKGROUND: In April of 2010, the City Council adopted Resolution 2010-27 which authorized the use of Electric Bond funds for the construction of a new Electric warehouse to replace the existing dilapidated structure. To that end, the City began working with Higginson & Cartopian Architects ("HCA"), in November 2012 to assist in the development and design of the new building.

City staff met with representatives from HCA numerous times over an 18 month period and ultimately developed a final design and scope of work for the new building. The Engineer's Estimate for the project was \$2,665,849 with a contingency of \$186,609 for a total budget of \$2,852,458.

On June 27 and July 4, 2014, the City advertised Request for Bids and scheduled the mandatory pre-bid meeting and job walk for July 10. A total of 13 firms were represented at the pre-bid meeting and participated in the job walk.

On August 12 the City Clerk received six (6) bids and publicly opened and read out loud the following results:

1. Oakview Constructors, Inc., Calimesa, CA at \$5,116,529.00
2. Prava Construction Services, Inc., Carlsbad, CA at \$5,228,952.00
3. Woodcliff Corporation, Los Angeles, CA at \$5,600,000.00
4. Cutting Edge Constructors & Engineers, Oro Grande, CA at \$6,011,900.00
5. Inland Building Construction Companies, Inc., San Bernardino, CA at \$6,331,400.00
6. Fata Construction, Riverside, CA at \$6,464,711.73

The bids were evaluated by staff as well as the architectural consultant, HCA, and staff was quite surprised by the difference between the Engineer's Estimate and the bids. Staff met with representatives from HCA and discussed the disparity between the bids and the Estimate and reviewed the documents in detail. It was determined that there were a number of errors and omissions in the original Engineer's Estimate. In addition, the project had been modified and expanded since the Estimate was originally developed, which added to the overall project cost. However, it was also noted that, based upon the sub-section bid prices, there appeared to be some misunderstanding of the interior and exterior structural requirements needed to meet the functional and operational requirements of the City.

Staff requested that HCA update its Engineer's Estimate to include the modified and expanded aspects of the project and to correct the errors and omissions found in the original Estimate. The revised Engineer's Estimate is \$4,221,460.00 with a 5% contingency for a total project estimate of \$4,432,533.00. In addition, staff and representatives from HCA met with

representatives of the low bidder, Oakview Constructors, as well as representatives from the steel building manufacturer, to conduct Value Engineering on the project to determine where the unnecessary costs were and what could be cut and/or modified to meet the City's cost expectations. After extensive discussion and analysis, Oakview has estimated that they could provide \$789,000.00 in cost reductions to the project, while still maintaining the functionality and integrity of the overall project design. This would lower the projected cost for the project to \$4,327,529.00.

Value Engineering is a technique in which the value of a product (project) is optimized by crafting a mix of performance (function) and costs. In most cases this practice identifies and removes unnecessary expenditures, thereby increasing the value for the manufacturer and/or their customer.

With the estimated savings from the Value Engineering and the corresponding credits, it was determined that Oakview's proposal meets the requirements of the City and is the lowest responsible bidder. However, Public Works Contract Code requires that City award the contract at the original bid amount. Therefore, staff will be recommending that the Council award the contract for the full amount, with the understanding that the project costs will be reduced by the estimated \$789,000.00. However, Council also has the option of simply awarding the bid and directing staff to work with Oakview to make the amendments to the Construction Contract, formalizing the revisions and subsequent credits based on the Value Engineering and return to Council at a subsequent meeting for consideration of the amended contract.

Included with this staff report, as Exhibit "A", is the Notice Inviting Bids proof and Summary of Bids received. Due to their size, bid documents are not attached, but are available for review in the City Clerk's office. The bid opening date was revised from July 22, 2014 to August 12, 2014 during the Request for Information (RFI) period through an addendum.

If the proposed Corporate Yard Warehouse project is approved, staff will be bringing a resolution to Council for approval of an engineering services agreement for project inspections and material testing, which is required to be performed over the course of completing the Corporate Yard Warehouse project.

FISCAL DATA: The total project budget is equal to \$5,372,355.00 which includes a 5% construction contingency of \$255,826.00. The overall project cost will be reduced with the credits to the project estimated at \$789,000.00, based on the Value Engineering. Funds in the amount of \$2,622,791.00 are available in account 674-7000-474.90-11, New Building – City Yards. The remaining amount of \$2,493,738.00 will be appropriated from the Electric Improvement Fund.

RECOMMENDED BY:

Fred Mason

Fred Mason,
Electric Utility Director

APPROVED BY:

Homer Croy

Homer Croy,
Interim City Manager

REVIEWED BY:

June Overholt

June Overholt,
Administrative Services Director/
Deputy City Manager

RESOLUTION NO. 2014-70

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING,
CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT FOR PROJECT
NO. 2014-04 “CORPORATE YARD WAREHOUSE” AND REJECTING ALL OTHER
BIDS**

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, it is essential that the City of Banning continues to maintain and upgrade electric utility facilities within the city limits; and

WHEREAS, the City of Banning adopted Resolution 2010-27 which authorized the use of Electric Bond funds for the construction of a new Electric warehouse to replace the existing dilapidated structure; and

WHEREAS, Staff solicited bids and received six bid proposals for the “Corporate Yard Warehouse”; and

WHEREAS, Oakview Constructors, Inc. of Calimesa, CA is the lowest responsible bidder as shown on Exhibit “A”; and

WHEREAS, Staff met with representatives of Oakview Constructors and conducted Value Engineering on the project, resulting in cost reductions and associated credits, estimated at \$789,000.00;

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

SECTION 1. Adopt Resolution No. 2014-70, approving the bid award, in the amount not-to-exceed \$5,116,529.00, for Project No. 2014-04 “Corporate Yard Warehouse” contract to Oakview Constructors, Inc., and allowing a 5% contingency of \$255,826.00 and rejecting all other bids.

SECTION 2. The Interim City Manager is authorized to execute the contract agreements for Project No. 2014-04 “Corporate Yard Warehouse.”

SECTION 3. Authorize the Administrative Services Director to update the Capital Improvement Plan, complete the necessary appropriations and account transfers as required for the completion of said project, and to approve change orders within the 5% contingency of \$255,826.00.

SECTION 4. Authorize the Electric Utility Director to work with Oakview Constructors, Inc., to formalize the revisions and subsequent credits to the project, resulting from the Value Engineering analysis, which is estimated at \$789,000.00.

PASSED, ADOPTED AND APPROVED this 23rd day of September 2014.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

David J. Aleshire, City Attorney
Aleshire and Wynder, LLP

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-70 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of September 2014 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning, California

Exhibit “A”

NOTICE INVITING TO BID
PROJECT NO. 2014-04, "CORPORATE YARD WAREHOUSE"

OWNER: City of Banning

PROJECT DESCRIPTION: The scope of work under this project includes the demolition of an existing metal building, grading, asphalt concrete paving and construction of a 26,200 square foot building including related mechanical, plumbing, electrical and structural systems. The work shall be completed per the current California Building Codes and the City of Banning Specifications.

PLANS & SPECS: Specifications will be made available on **June 30, 2014**, and may be obtained at the Public Works Department, Engineering Division, City of Banning, 99 E. Ramsey Street, Banning, California 92220, by a non-refundable deposit of **Five Dollars (\$5.00)** per set. An additional non-refundable charge of **Fifteen Dollars (\$15.00)** to cover the cost of wrapping, handling, and postage will be made for each set of Contract Documents mailed.

MANDATORY PRE-BID CONFERENCE: **July 10, 2014** at **10:00 a.m.** at City Hall, 99 E. Ramsey St., Banning, CA, 92220.

REQUIREMENTS: Prevailing Wage, Certified Payroll, Bid Bond, Payment and Performance Bond, Insurance, etc., per the approved specifications. Pursuant to the provisions of Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid **Class A** license at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as not responsible and/or non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license at the time of award.

SEALED BIDS DUE: **July 22, 2014** and Opened Publicly at **2 p.m.** local time, at the above City Hall address, Attn: City Clerk.

CITY OF BANNING, CALIFORNIA
Dated: 6/24/2014

Publication Date: 6/27/2014
7/4/2014



Marie A. Calderon
City Clerk

**SUMMARY OF BIDS RECEIVED
CITY OF BANNING**

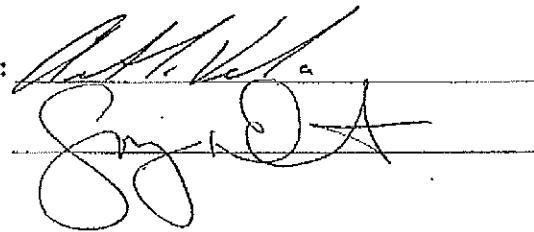
PROJECT NO.: 2014-04

DESCRIPTION: Corporate Yard Warehouse

BID OPENING DATE: August 12, 2014 TIME: 2:00 p.m.

NAME OF BIDDER:	Add. 1	Add. 2	Add. 3	Add. 4	BID BOND	TOTAL BID AMOUNT:
FATA CONSTRUCTION RIVERSIDE, CA	✓	✓			Yes	\$6,464,711.73
PRAVA CONSTRUCTION SERVICES, INC. CARLSBAD, CA	✓	✓	✓	✓	Yes	\$5,228,952.00
CUTTING EDGE CONSTRUCTORS AND ENGINEERS ORO GRANDE, CA	✓	✓	✓	✓	Yes	\$6,011,900.00
OAKVIEW CONSTRUCTORS, INC CALIMESA, CA	✓	✓	✓	✓	Yes	\$5,116,529.00
INLAND BUILDING CONSTRUCTION COMPANIES, INC. SAN BERNARDINO, CA	✓	✓	✓	✓	Yes	\$6,331,400.00
WOODCLIFF CORPORATION LOS ANGELES, CA	✓	✓	✓	✓	Yes	\$5,600,000.00

VERIFIED BY:



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