

AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

May 9, 2017
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey Street

Per City Council Resolution No. 2016-44 matters taken up by the Council before 10:00 p.m. may be concluded, but no new matters shall be taken up after 10:00 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 – Pastor Richard Szydlowski, Mountain Avenue Baptist Church
- Pledge of Allegiance
- Roll Call – Councilmembers Andrade, Franklin, Peterson, Welch, Mayor Moyer

II. REPORT ON CLOSED SESSION

III. PUBLIC COMMENTS/ CORRESPONDENCE/COUNCIL ANNOUNCEMENTS & REPORTS /CITY MANAGER REPORT

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, completion and/or future Council Action.) (See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

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

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

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

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

REPORT BY CITY MANAGER

IV. APPOINTMENTS

1. Planning Commission Appointments	1
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(Staff Report – Patty Nevins, Interim Community Development Director)

Recommendation: Discuss and consider selecting two (2) candidates to fill positions on the Planning Commission.

V. 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: To approve Consent items 1 through 6: Items to be pulled ___, ___, discussion.

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

1. Approval of Minutes – Special Meeting – 03/03/17(Closed)	33
2. Approval of Minutes – Special Meeting – 04/18/17	35
3. Approval of Minutes – Special Meeting – 04/25/17 (Workshop)	39
4. Approval of Minutes – Special Meeting – 04/25/17(Closed)	55
5. Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of March 2017.	57
6. Resolution 2017-49, Approving an Amendment to the Contract with Kronick, Moskovitz, Tiedemann & Girard in the Amount of \$18,562.01.	95

- Open Consent Items for Public Comments
- Make Motion

VI. 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. Discuss and Consider Municipal Code Amendments to Various Sections of the Zoning Ordinance (Title 17 of the Banning Municipal Code) to Provide Consistency and Clarification Within the Text	121
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(Staff Report – Patty Nevins, Interim Community Development Director)

Recommendations: That the City Council: 1) Adopt a Categorical Exemption for Zone Text Amendment 17-97502; 2) Approve Ordinance 1510 and introduce on first reading Ordinance 1510 amending various sections of the Zoning Ordinance (Title 17 of the Banning Municipal Code); and 3) Direct staff to schedule the second reading and adoption of Ordinance No. 1510 for the May 23, 2017, regular City Council Meeting.

Mayor asks the City Clerk to read the title of Ordinance 1510

"An Ordinance of the City Council of the City of Banning, California, Approving a Categorical Exemption and Approving Zoning Text Amendment 17-97502 Amending Various Sections of the Zoning Ordinance (Title 17 of the Banning Municipal Code) to Provide Consistency and Clarifications Within the Text."

Motion: I move to waive further reading of Ordinance 1510

(Requires a majority vote of the Council)

Motion: I move that Ordinance 1510 pass its first reading.

VII. REPORTS OF OFFICERS

1. Discuss and Consider Adopting Resolution 2017-32, Approving the Expenditure of Funds in the Amount of \$118,891 for the Purchase of Electrical Distribution Equipment to Accommodate 4 kV to 12 kV System Voltage Conversion at the Alola and Airport Substations. **147**
(Staff Report – Fred Mason, Electric Utility Director)
Recommendation: **The City Council: 1) Adopt Resolution 2017-32, Approving expenditures in the amount of \$118,891 to fund the purchase of electric distribution equipment to accommodate 4 kV to 12 kV system voltage conversion at the Alola and Airport Substations; and 2) Authorizing the City Manager or his designee to make the necessary budget adjustments, appropriations, and transfers related to the project.**
2. Discuss and Consider Adopting Resolution 2017-45, Approving the Renewal of the Landscape Maintenance Contract for Landscape Maintenance District No. 1 with Artistic Maintenance, Inc. of Lake Forest, California for Fiscal Year 2017/2018 in the Amount of \$76,440 **187**
(Staff Report – Art Vela, Public Works Director)
Recommendation: **Adopt Resolution 2017-45, Approving the Renewal of the Landscape Maintenance Contract for Landscape Maintenance District 1 with Artistic Maintenance, Inc., of Lake Forest, California for Fiscal Year 2017/2018 in the amount of \$76,440.**
3. Discuss and Consider Adopting Resolution 2017-47, Approving the Second Amendment to the Landscape Maintenance Services Agreement for City Facilities with Artistic Maintenance, Inc. of Lake Forest, California for Fiscal Year 2017/2018 in the Amount of \$46,180 **213**
(Staff Report – Art Vela, Public Works Director)
Recommendation: **Adopt Resolution 2017-47, approving the second amendment to the Landscape Maintenance Services Agreement for City Facilities with Artistic Maintenance, Inc., of Lake Forest, California for Fiscal Year 2017/2018 in the amount of \$46,180.**

4. Consider Adopting Resolution 2017-50, Authorizing the Purchase of Three (3) Utility Trucks for the Field Service Representatives in the Amount of the Lowest Quote of \$79,400 from Diamond Hills Chevrolet, Buick, GMC of Banning, California. **237**
 (Staff Report – Rochelle Clayton, Deputy City Manager)

Recommendations: 1) Consider adopting Resolution 2017-50, authorizing the budgeted purchase of one (1) 2018 Chevrolet Colorado – 6 cylinder 4-wheel drive extended cab truck and two (2) 2018 Chevrolet Colorado – 4 cylinder extended cab trucks, in the amount of \$79,400 from Diamond Hills Chevrolet, Buick, GMC of Banning, California, for the lowest bid with consideration of local vendors; 2) Authorize the City Manager to execute the Purchase Contract; and 3) Authorize the Administrative Services Director to make necessary budget adjustments, appropriations, and transfers.

5. Banning Business Center Update **293**
 (Staff Report – Alejandro Diaz, Chief of Police)

Recommendation: Continue with the Receivership process.

6. Clearing of Oleander Bushes from Caltrans Right of Way. **295**
 (Staff Report – Rochelle Clayton, Deputy City Manager)

Recommendation: This is informational only; receive and file report.

RECESS CITY COUNCIL MEETING AND CALL TO ORDER A SCHEDULE MEETING OF THE BANNING UTILITY AUTHORITY

BANNING UTILITY AUTHORITY

Roll Call: Boardmembers Andrade, Franklin, Peterson, Welch, Chairman Moyer

I. REPORTS OF OFFICERS

1. Discuss and Consider Adopting Resolution 2017-05 UA, Approving a Renewal of the Professional Services Agreement with Babcock Laboratories, Inc. of Riverside, California for Laboratory Analytical Testing Services for Fiscal Year 2017/2018 in the amount of \$60,000. . **315**
 (Staff Report – Art Vela, Public Works Director)

Recommendations: Adopt Resolution 2017-05 UA, approving the renewal of the contract for Laboratory Analytical Testing Services with Babcock Laboratories, Inc. of Riverside, California, in the amount of \$60,000 for Fiscal Year 2017/2018.

2. Discuss and Consider Adopting Resolution 2017-06 UA, Approving the Renewal of the Contract for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services with Lynn Merrill & Associates, Inc. for Fiscal Year 2017/2018 in the amount of \$35,000 353
(Staff Report – Art Vela, Public Works Director)

Recommendations: **Adopt Resolution 2017-06 UA, approving the renewal of the contract for Industrial Waste Program Management, FOG and NPDES with Lynn Merrill & Associates, Inc. of Riverside, California, in the amount of \$35,000 for Fiscal Year 2017/2018.**

BANNING FINANCING AUTHORITY (BFA) - no meeting.

ADJOURN SCHEDULED MEETING OF THE BANNING UTILITY AUTHORITY AND RECONVENE REGULAR CITY COUNCIL MEETING

VIII. ITEMS FOR FUTURE AGENDAS

New items –

Pending Items – City Council

1. Website – better navigation, need for more positions for IT (Information Technology)

IX. 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 Friday, 8 a.m. to 5 p.m.

NOTICE: Any member of the public may address this meeting of the Mayor and City 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]



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Patty Nevins, Interim Community Development Director
Sandra Calderon, Development Project Coordinator

MEETING DATE: May 9, 2017

SUBJECT: Planning Commission Appointments

RECOMMENDATION:

Discuss and consider selecting two (2) candidates to fill positions on the Planning Commission.

BACKGROUND:

The Planning Commission ("Commission") consists of five (5) members appointed by the City Council. The Commissioners each serve a four year term, which is intended to stagger every two (2) years concurrent with the City's elections. Two planning commission member positions expire in May of 2017. The City Clerk advertised the Planning Commission openings and received seven (7) applications.

The vacancy on the Commission was advertised on the City's website, and in The Press Enterprise and Record Gazette newspapers. Additionally, application forms were available at the City Hall counter and in the City Council Chamber. The final date to submit an application was Friday, March 24, 2017.

The City Clerk received seven (7) applications (Attachment 1) from the following candidates:

Eric Shaw, Jerry Westholder, Jan Spann, Julian Jay Guevara III, George Ellis, Ingeborg Schuler, and Laura L. Leindecker.

The Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code (Attachment 2). The Commission's two main functions are to review land development applications for compliance with the Zoning Code and to make recommendations to the City Council regarding large projects and changes to the General Plan or Zoning Ordinance.

OPTIONS:

The City received seven (7) applications to fill the vacant Planning Commissioner positions. The City Council may:

1. Appoint two of the seven applicants in accordance with section 2.28.020 of the Banning Municipal Code; or,
2. The City Council may reject all seven applications and direct the City Clerk to re-advertise the vacancy.

ATTACHMENTS:

1. Planning Commission applications
2. Chapter 2.28 of the Banning Municipal Code

Approved by:

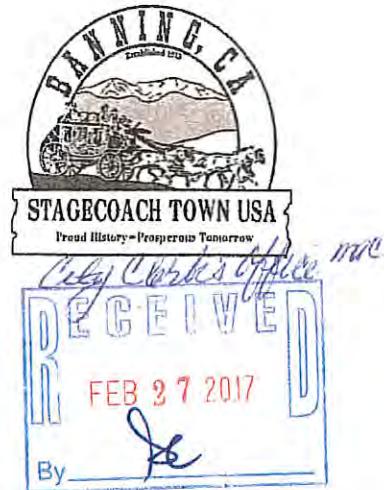


Michael Rock
City Manager

ATTACHMENT 1

Planning Commission applications

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INTENTIONALLY**



COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board
you are applying for: PLANNING COMMISSION

Name: ERIC JOSEPH (JOE) SHAW

Address: 651 BROOKLAWN DR BANNING 92220

Telephone Numbers: Home 769-6850 Cell 951-312-9775 Office _____

If employed, where you work and position _____

part-time engineering consultant to Beaumont Public Works

Length of residence in Banning 9 years

Are you a registered voter in Banning? YES No _____

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

I have a degree in Architectural Engineering from Cal Poly, San Luis Obispo and have been a Registered Civil Engineer for over 50 years. I have been involved in various residential, commercial and municipal infrastructure projects throughout the Inland Empire for 27 years and have experience in both public and private sectors as Project Engineer, Project Manager, Construction Manager or Vice President. Projects have included highways, water, sewer and drainage projects in addition to several large significant residential and recreational developments. Some of my civic responsibilities have included Boy Scouts, soccer coach, City of Redlands Traffic Commission and currently Chairman of the Banning Planning Commission. I believe my design, construction and administrative experience qualifies for consideration to continue to serve on the Banning Planning Commission. Resume attached.

What types of major issues should this committee or board deal with?

Banning is on the verge of a new phase of expanded development. Issues concerning housing, zoning, infrastructure, environment, growth and services will be of increasing importance. The City also needs to continue to improve its image and attract new commercial and industrial interests. The Planning Commission will be on the forefront in considering these upcoming and critical issues.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

Providing through and complete review of new development and it impacts on the community is of prime importance. Maintaining compliance with City and State requirements and fulfilling the needs of a growing City will be a continuing challenge. My responsibility will be to listen to and address the needs of the City, its people and render my best judgment in regards to what is best for the City and its citizens.

Your name will be considered by the City Council upon receipt of your application.

This is a volunteer position. You must be a registered voter and reside in the city of Banning. You will also need to be fingerprinted and pass a background investigation.

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

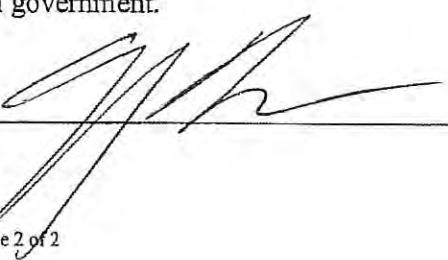
RETURN BY: March 24, 2017
5:00 p.m.

Thank you for your willingness to serve your local government.

Date:

Feb 9, 2017

Signed:


Page 2 of 2

E. JOSEPH SHAW P.E.

651 Brooklawn Drive
Banning, CA 92220

951-312-9775
rce1025@aol.com

EDUCATION

B.S. Architectural Engineering

California State Polytechnic University
San Luis Obispo, CA

REGISTRATION

Registered Civil Engineer, California

Life Member ASCE
Member APWA

EXPERIENCE

Skilled in the administration and management and of engineering projects. Familiar with design and construction of transportation facilities, public works, industrial, commercial and residential development. Extensive experience in contract administration, proposals, project scheduling, claims avoidance, quality assurance, reporting, budgeting and bid preparation for both public works and private enterprise. Working knowledge of related fields including, environmental mitigation, drainage, soils, architecture, structures, surveying and land planning. Ability to effectively coordinate with owners, clients, consultants, contractors and public agencies in regards to implementation of engineering projects.

**Interwest Consulting Group
ENGINEERING CONSULTANT**

**City of Beaumont, CA
2016**

Came out of retirement to provide engineering assistance to City of Beaumont Public Works Department. Provide support to City Engineer and limited staff in all areas of municipal engineering including, wastewater collection, roadways, plan checking, project development and consultant coordination.

**City of San Bernardino
CONSTRUCTION – SURVEY MANAGER**

**San Bernardino, CA
2012**

Supervision and coordination of City Inspectors for both private and municipal projects. Projects included water and sewer, asphalt paving, drainage, signals, striping, off-site school improvements and dry utilities. Assisted with constructability review, bid preparation, coordinated field activities with other City departments.

Wolfe Engineering and Design, Inc.

**Tustin, CA
Irvine, CA**

**VA Consulting, Inc.
CONSULTANT CONSTRUCTION INSPECTOR**

2011 - 2012

Inspection for municipal public works including concrete curbs, sidewalks, driveways and ramps; asphalt paving, striping and grading, NPDES and traffic control. Projects were located in Redlands, Yorba Linda and Corona.

**Harris & Associates
SR. CONSTRUCTION MANAGER**

**Rancho Cucamonga, CA
2008 - 2011**

Represented Harris with clients, owners, designers and contractors; coordinate and oversee activities of construction managers and field inspectors; administration of consultant agreements; proposal preparation; coordinate and manage sub-consultants. Projects included oversight of Coachella Valley I-10 Interchange projects, CVAG; \$38M La Sierra / SR-91 Interchange, City of Riverside; On-call contracts with Caltrans Districts 7 and 8; and \$12M Sunnymead Blvd. Beautification Project, Moreno Valley.

E. JOSEPH SHAW P.E

**Adams Streeter Civil Engineers, Inc.
DIRECTOR, INLAND EMPIRE DIVISION**

**Riverside, CA
2004 - 2008**

Responsible for management of Riverside engineering office including project management, design oversight, proposal preparation, contract administration, recruitment, project scheduling and personnel administration. Adams Streeter provided subdivision engineering for various land development projects located throughout Riverside and San Bernardino counties. Clients included Horton, Griffin Homes, Meridian, and K Hovanian.

**The Keith Companies (Stantec)
VICE PRESIDENT, ENGINEERING SERVICES**

**Moreno Valley, CA
2000 - 2004**

Responsible for administration of Engineering Department of Inland Division. Duties included supervision and design oversight of a 20-man engineering team involved in residential and industrial development projects. Tasks included proposal preparation, contract administration, personnel administration, recruitment and interdepartmental coordination. Principal-in-Charge of several large development projects including Summerwind, a 2500 acre master planned community, Calimesa; the 900 lot Villages of Avalon, Perris; the 600-acre Roripaugh Ranch, Temecula; 800 lot Cimarron Ridge; 600 lot Murrieta Oaks and the Redlands Commerce Center.

**Fluor Daniel, Inc.
PROGRAM MANAGER**

**San Bernardino, CA
1994 - 2000**

Responsible charge of Program Management for Measure I Freeway projects for San Bernardino Associated Governments (SANBAG). Responsible for administration, coordination and direction of 20 member staff overseeing the design and construction of the \$1.6 billion freeway program in San Bernardino County. Coordinated with multiple jurisdictional agencies including Caltrans, SB County and involved cities. Project scope included contract management, construction management, consultant selection, environmental mitigation, coordination of right-of-way acquisition, utility relocation, historical relocation and development and monitoring of project budgets, costs and schedules. Significant projects included the \$900M Route 210 Foothill Freeway, \$200M Route 71 Chino Hills Freeway and the \$100M widening of the I-10 Freeway.

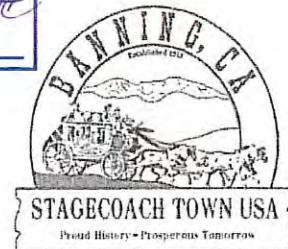
OTHER ENGINEERING EXPERIENCE

1963 - 1994

Employed in other positions including Project Engineer, Project Manager, Vice President and Construction Manager for a number of firms. Projects included a wide variety of design and construction experiences including freeways, water resources, pipelines, petrochemical, structural, recreational and land development projects. Significant projects included Stockdale Villages, Bakersfield; Fox Valley Villages, Illinois; Eagle Mountain Landfill, Riverside Co; 35,000 acre ALTA mapping project, Trona, CA; 8MG underground reservoir, Loma Linda; Corona Hills Plaza, Corona; Sepulveda Basin Wildlife Refuge; Walt Disney World, Florida; Hamilton Beach Cove, Catalina Island; and the California Aqueduct Angeles Tunnel.

OTHER ACTIVITIES AND INTERESTS

Chairman – City of Banning Planning Commission
Former City of Redlands Traffic Commissioner
Boy Scouts of America
AYSO Soccer coach
Barbershop Chorus member



COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board

you are applying for: PLANNING COMMISSION

Name: Jerry Westholder

Address: 1151 Elisa Dawn Dr, Banning, CA 92220

Telephone Numbers: Home 951-381-1693 Cell 951-378-6459 Office 951-845-1366

If employed, where you work and position Highland Springs Fellowship,

5297 W. Wilson St., Banning, Sr. Pastor

Length of residence in Banning 17 yrs.

Are you a registered voter in Banning? Yes No

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

See Attached Resume

What types of major issues should this committee or board deal with?

All issues pertaining to our city master plan
and future development.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

We have an already approved, City Master Plan. This
is to be our guide line. All requests must be
taken in light of it.

Your name will be considered by the City Council upon receipt of your application.

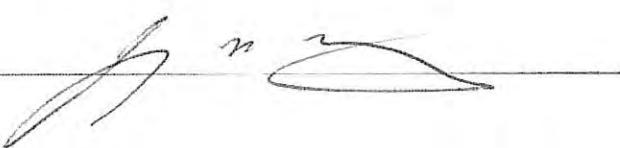
**This is a volunteer position. You must be a registered voter and reside in the city of Banning.
You will also need to be fingerprinted and pass a background investigation.**

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

**RETURN BY: March 24, 2017
5:00 p.m.**

Thank you for your willingness to serve your local government.

Date: 3.20.17

Signed: 

Jerry W. Westholder

1151 Elisa Dawn Drive
Banning, California 92220
Phone: (951)378-6659
Email: Theowayne@yahoo.com

QUALIFICATIONS

My strengths lie in my communication skills and my ability to work with people. I am a great people person. I am a motivator of people and have the ability to assess a situation or person and come up with a workable solution. I believe in being a team player, and because of this I am able to follow directions well. I believe in the chain of command, so I can give direction as well as follow it.

EDUCATION

July 2008 Master Level Police Chaplain International Conference Police Chaplains
March 2005 Critical Incident Stress Management: Basic UMBC Professional Education & Training
Baltimore, Maryland
April 2005 Advanced Critical Incident Stress Management ,The Counseling Team International
March 2004 Certificate of Completion; Post Level II, Riverside Sheriff's Academy
March 2003 Certificate of Attendance for Continuing Education for Police Chaplain; International Conference Police Chaplains
Sept. 2002 Certificate of Completion; Riverside County Sheriff's Dept.; Basic Chaplain Academy
Aug. 2001 Certificate of Completion; Level III, Pt. 2; Riverside Sheriff's Academy
Feb. 2001 Certificate of Completion; Level III, Pt. 1; Riverside Sheriff's Academy
1998-2000 AMA Classes - Human Resources and the Law
1991 Training in Crisis Response Team; L.A.P.D.
1989 Advance Police Chaplain School; L.A.P.D. Academy
1986 Continued Education
Glendale City College; Glendale, CA
Global University; Springfield, MO
Riverside Community College; Riverside, CA
1977-1980 Diploma in Pastoral Ministries; Christian Life School of the Bible; 5950 Spring Creek Road
Rockford, Illinois 61114
1978 Completed Junior Executive Training Program through Edison Brothers Retail Company.
1976 Rock Valley Junior College; Rockford, Illinois 61114

EMPLOYMENT

2000-present Senior Pastor; Highland Springs Fellowship, formerly known as Banning First Assembly of God; 5297 W. Wilson; Banning, California 92220
Responsible for preaching Sunday morning and evening services, Wednesday evening prayer service; Bible studies, discipleship, counseling. Staff of 5, congregation of 75, wrote and implanted church policy; made sure ministries were compliant with Federal and State law, Administrator, oversee payroll and accounts payable/receivable

2009-present Chaplain for Beaumont Police Dept. 660 Orange Ave. Beaumont Ca. 92223; Assisted in writing and implementing Chaplain program for said dept.; responsible for ministering to police officers and their families as well as other duties as assigned

2007-present Surrogate for Banning Unified School District; 161 Williams, Banning Ca. 92220.
Primary duty is to serve as a surrogate parent for children who are wards of the state to make sure their educational needs are met.

2013-2014 Served as an appointed council member to Banning City Council
2008-2010 Instructor for Global University Catalyst Program South Hills Community Church Corona Ca.

2000-2008 Sr. Chaplain for Banning Police Dept.; 125 E. Ramsey; Banning, CA 92220; Wrote and implemented Chaplain program for said dept.; responsible for ministering to police officers and their families as well as other duties as assigned

1998-2000 Human Resource Director; Road Ranger Enterprise; 333 E. State St.; Rockford Illinois 61104 Responsible for all hiring of employees, background checks, writing policy manual and employee hand book, creating and enforcing a uniform policy, created a training program for managers and new employees, developed and instituted a 401K program, oversaw an insurance program, and unemployment claims. Made sure all stores were compliant with federal, state, and local employment laws. Created and instituted company newsletter; wrote job descriptions; conducted Sexual Harassment Investigations.

1992-1998 Senior Pastor, Metro Christian Center; 607 Walnut St. Rockford Illinois 61104 Responsible for preaching Sunday morning and evening services, Sunday school, Wednesday evening Bible studies, discipleship, counseling. Men's Ministry at inner city church, overseer of a soup kitchen staff of 3, Congregation of 150. Wrote and implemented church policy. Head of staff and made sure ministries were compliant with Federal and State laws

1990-1992 Vice-Principle/Bible Teacher; Pacific Christian High School; 625 Coleman Ave. Los Angeles, Ca 90042 Responsible for discipline of students at junior/senior high school; taught 9th -12th grade Bible classes including New Testament Studies, Old Testament Studies, Church History, and Ethics; assisted in spring break mission trip to Mexico; taught weightlifting, conditioning, Asst. Coach football, (defense), girl's softball; Chauffeurs license to drive the bus.

1985-1992 Chaplain, Los Angeles Police Department
Part-time position, responsible for ministering to policemen, trained in crisis intervention.

1982-1990 CEO Christian Challenge Center; directed outreach to youth and gangs in North East Los Angeles; implemented summer day camps, tutoring program for at risk kids, Bible studies, after school drop in center, weight lifting program, basketball program, staff of 10 and numerous volunteers

References

Rev. Daniel Wilderman
24878 Felsen Drive
Crestline, CA 92325
949-375-4197

Chief Sean Thuillez
Beaumont Police Dept.
660 Orange Street
Beaumont, CA 92220
951-990-6910

Chief Alex Diaz
Banning Police Dept.
125 E. Ramsey Street
Banning, CA 92220
951-840-8563

Det. Jeff Perry
4205 Evergreen Lane
Banning, CA 92220
951-796-2820

Det. Kevin Ford
40041 ½ Dutton Street
Cherry Valley, CA 92223
909-289-5357

Mr. Dan Arnold
President
R.E.O.P.C.O. / Ranger Enterprises
333 E. State St.
Rockford Illinois 61104
815-961-1700

References

Rev. Daniel Wilderman
24878 Felsen Drive
Crestline, CA 92325
949-375-4197

Chief Sean Thuillez
Beaumont Police Dept.
660 Orange Street
Beaumont, CA 92220
951-990-6910

Chief Alex Diaz
Banning Police Dept.
125 E. Ramsey Street
Banning, CA 92220
951-840-8563

Det. Jeff Perry
4205 Evergreen Lane
Banning, CA 92220
951-796-2820

Det. Kevin Ford
40041 ½ Dutton Street
Cherry Valley, CA 92223
909-289-5357



COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board
you are applying for: PLANNING COMMISSION

Name: Jan Spann

Address: 4515 Mockingbird Lane Banning, CA 92220

Telephone Numbers: Home 951-849-7996 Cell 909-721-2413 Office

If employed, where you work and position self employed co-owner J&J Inventories.

Length of residence in Banning 19 years

Are you a registered voter in Banning? Yes No

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

BS from CSULB. Graduate courses in HR from UCR. My career has always been C suite management. I wrote the curriculum for a 12 week course "How to Live, Look, Write and Walk in Sober Society" for a major rehab facility. I was the Director of Staff and Services for a multi Dr. practice. I worked with the City to plan and develop a multi purpose campus. I served as the first Executive Director and Humane Officer of the Ramona Humane Society. During which time I worked with Hemet, San Jacinto and Riverside County writing contracts, grants, buying property to expand and develop the site which led to many planning commission meetings. I worked as Executive Director for large senior living facilities and dealt with code enforcement/health and welfare on City and State levels. My last position was Director of a large wound healing facility for a major hospital. I was hired during the developmental stages and worked with the City/County and State to make it all happen from plans to finished building.

Ranch Hands. 3.75 yrs as Trustee of Banning Unified School District. 3 years as Clerk of the School Board. Member of Banning's Senior Citizen Advisory Committee, the San Gorgonio Educational Fund, and the Ad Hoc Committee for a possible animal shelter in Banning.

What types of major issues should this committee or board deal with?

Working with City Staff and Council to provide help and leadership in moving the City forward on all projects that require review insuring conformity and support for the City's adopted "general plan."

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

The Commission's responsibility is to be educational on issues and projects by holding public hearings where applicants can propose their projects (business or housing) and be assured of an unbiased, fair review. At the same time allowing for full public input (pro and con) during this hearing. NIMBY (not in my back yard) is understandable and the public needs to be totally educated on all aspects of a project, not just word of mouth.

I feel with my many years in business and my time on the school board (where I have dealt with issues and this community) that contention can be minimized and progress is maximized.

The larger challenges deal with helping the City move forward in development, housing and employment. The overall process needs to be more user friendly. I think the Commission should work with the Staff and City Council to jump start and/or continue to expand development in the City.

I feel success would be an economic level that brings clean industrial jobs and housing to Banning so our residents can live, work and play within our Community.

Your name will be considered by the City Council upon receipt of your application.

This is a volunteer position. You must be a registered voter and reside in the city of Banning. You will also need to be fingerprinted and pass a background investigation.

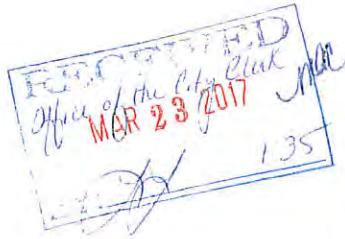
Please return to: City Clerk's Office/City of Banning
99 E. Ramsey Street
P. O. Box 998
Banning, CA 92220

RETURN BY: March 24, 2017
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 3/21/2017

Signed: J. J. Spann



COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board

you are applying for: PLANNING COMMISSION

Name: Julian Jay Guevara III

Address: 1393 W. Wilson St, Banning, CA, 92220

Telephone Numbers: Home 909-835-2621 Cell ← same Office ←

If employed, where you work and position Toys R US Distribution Center Rialto, CA. Outbound Department Manager.

Length of residence in Banning Jul- 2010 (7 yrs)

Are you a registered voter in Banning? Yes !! No

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

I have completed my B.S Degree in Criminal Justice in 2009. I have worked in the transportation / logistics field for 12 years now with companies like ToysRUS, Hanes and FedEx Ground. All with Manager titles. Two of my four kids are now in their 3RD year Banning pass Little League. This is something we love Doing in our community. I look forward to getting more involved in our great community!

What types of major issues should this committee or board deal with?

Developing our Community and improving our "curb appeal" while keeping in mind that many of our residence love that "Country feel" that Banning has to offer. Making Banning A better place for our kids.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

Right now it seems as if some of the Community is concerned with Rapid Growth. There is a balance or common ground that can be reached if the community as well as our local government collaborate and work together. "INFO/Feedback" events are a great way to start.

Your name will be considered by the City Council upon receipt of your application.

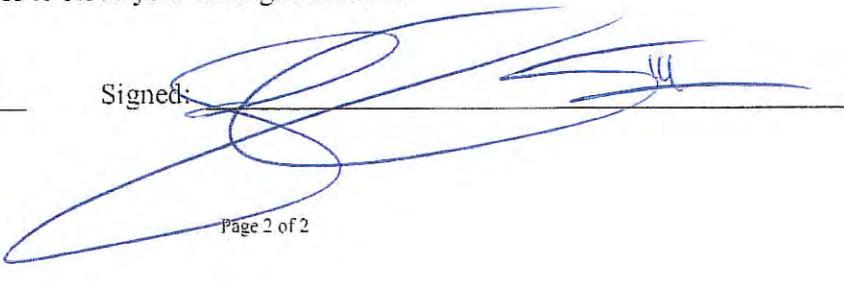
This is a volunteer position. You must be a registered voter and reside in the city of Banning. You will also need to be fingerprinted and pass a background investigation.

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

RETURN BY: March 24, 2017
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 3/21/2017

Signed: 



COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board on
which you would like to serve: PLANNING COMMISSION

Name: GEORGE E. ELLIS

Address: 324 MEADOWLARK LANE

Telephone Numbers: Home 849-2991 Cell _____ Office _____

If employed, where you work and position _____

Length of residence in Banning 40+ years

Are you a registered voter in Banning? Yes X No _____

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

I have an extensive background in the history of Banning having enjoyed 5 generations living and working in Banning. I have served on the Banning Planning Commission as Commissioner and Chairman. Raising my family here we have enjoyed the Community Center and Swimming Pool. I have participated in many Stagecoach Days events over the years and now serve on the Stagecoach Days Committee. In the past, though not a member, I have helped the Banning Kiwanis Club with their community events downtown.

I have full understanding of public meeting procedures and ethics and have been certified in Ethics and Conflict of Interest laws. I am familiar with the Federal, State and Local Laws, Ordinances and Zoning Codes.

I am proficient with public speaking and negotiations coming from a career in high dollar sales that required negotiations.

I have studied Mechanical Drawing and Crime Prevention through Architectural Design. I have a full understanding of the importance of reading Blue Prints and Environmental Development Documents.

What types of major issues should this committee or board deal with?

Serving the best needs of the community as a whole.

Performing Due Diligence in all aspects of planning.

Having high moral values, not per-committed.

Be good guardians of our natural resources.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

Specific Problems

Performance of due diligence and reading and understanding every document presented.

I will read and take the time to understand or get understanding of every document presented.

Your name will be considered by the City Council upon receipt of your application.

This is a volunteer position. You must be a registered voter and reside in the city of Banning. You will also need to be fingerprinted and pass a background investigation.

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

RETURN BY: May 13, 2016
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 3-24-2017

Signed: George Ellis

RECEIVED
MAR 24 2017
3:31PM
BY: Adj. Secy for City Clerk



COMMITTEE/BOARD APPLICATION FORM

Name of Committee or Board
you are applying for: PLANNING COMMISSION

Name: Ingeborg Schuler

Address: 1030 W. Westward Avenue, Banning, CA 92220

Telephone Numbers: Home 951 849 1483 Cell _____ Office _____

If employed, where you work and position Retired (Redlands Unified School District);
operating riding/equestrian school on home premises

Length of residence in Banning since October 1978

Are you a registered voter in Banning? Yes ✓ No _____

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

Pre graduate education in German school system; post graduate work at UoR- MA '62; secondary teaching credential. Teaching various subjects (English, History, Foreign language) at Redlands H.S. 1966-2009. Business experience operating breeding and teaching disciplines on my own premises. Long time involvement in professional organizations at the board level. Familiar with local, county, and state laws governing projects before planning commissions and city councils, especially concerning EIR's, the Brown Act, CEQA, and AQMD. Committed to study diligently all documents presented at PC meetings

What types of major issues should this committee or board deal with?

It seems that major issues presented to the planning commissions involve applications for special permits, variances to zoning restrictions, conditional use permits and similar mundane items. Occasionally, large projects of housing, industrial or commercial ventures come up. All require due diligence of the commissioners as well as scrutiny of all pertinent documents.

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

- water quality and supply
- development, management, and maintenance of infrastructure
- balance interests of individual citizens, business and commercial factions against the common good
- focus on affordability, safety, and sustainability
- hold staff accountable for transparency, documentation, and correct assessment of costs in staff reports

Your name will be considered by the City Council upon receipt of your application.

This is a volunteer position. You must be a registered voter and reside in the city of Banning. You will also need to be fingerprinted and pass a background investigation.

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

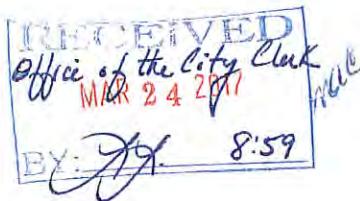
RETURN BY: March 24, 2017
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 24 March 2017

Signed:

Melborg Sleener



COMMITTEE/BOARD APPLICATION FORM

**Name of Committee or Board
you are applying for:** PLANNING COMMISSION

Name: Laura L. Leindecker

Address: 469 N. 4th Street - Banning, CA 92220

Telephone Numbers: Home 951.922.9266 Cell 951.318.2750 Office

If employed, where you work and position **LLLeindecker & Associates**

Length of residence in Banning 12 years

Are you a registered voter in Banning? Yes No

Requested below is information that will be used by the City Council as a screen process to determine which applicants will be interviewed for membership on City committees and boards. Ample space is provided; please do not submit supplemental materials.

Provide a Biographical sketch, including education, work experience, civic involvement and other background relevant to duties of the position you seek:

Graduated UC Santa Barbara; worked in New York in commercial real estate/commercial development; financial publishing - publications for International Monetary Fund, World Bank venues, selling Country Profiles for these venues. My background is coordinating projects, communications, networking, creating events. LLLeindecker & Associates is an independent business, I am a Communication Specialist, in all aspects of Communication, Public Relations. A specific client whose commercial property went through a developing phase [phase 1] - a 2 year process I was able to work with the City of Banning with all departments i.e. Planning, Permits, Fire. I am a Rotarian, and Vice President of the Banning Chamber of Commerce. I am politically inclined; I choose to give to my community of Banning, for today - and the long run development of - it's future.

What types of major issues should this committee or board deal with?

Density of lots - Residential Issue

Downtown Planning

Vanir Issue

Please identify specific problems facing the committee or board on which you would like to serve and explain how you feel they might be resolved:

As I am a resident of District 1:

Specific issue - as we were divided into Districts, I would be representing District 1 which would be serving the purpose of representation, for that District.

Your name will be considered by the City Council upon receipt of your application.

This is a volunteer position. You must be a registered voter and reside in the city of Banning. You will also need to be fingerprinted and pass a background investigation.

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

RETURN BY: March 24, 2017
5:00 p.m.

Thank you for your willingness to serve your local government.

Date: 3. 24. 2017

Signed: 

ATTACHMENT 2

Chapter 2.28 of the Banning Municipal Code

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2.28.010 - Planning commission—Membership requirements.

- A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.
- B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served.

(Code 1965, § 2-5.)

2.28.020 - Term and vacancies.

- A. The planning commission shall consist of five members.
- B. Planning commissioners shall serve four-year terms, which shall be staggered every two years concurrent with the city elections. Appointments shall be made by the city council. Applications shall be made available and the closing date announced at least two months prior to the expiration of the commissioner's term to be filled.
- C. Members shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council.
- D. Any member who is unexcused for two consecutive regular meetings of the commission or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have resigned their office and the city council may appoint a new member to serve in the resigned commissioner's place for the remainder of their term.
- E. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting. If a member is unable to attend due to illness, injury or family matters, a statement by the member at the next regular meeting of the commission shall constitute an excused absence.

(Code 1965, § 2-6.)

2.28.030 - Compensation.

- A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.
- B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.

C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council.

(Code 1965, § 2-7.)

2.28.040 - Rules of procedure.

- A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.
- B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.
- C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by Doris P. Zimmerman (Harper Perennial) shall be incorporated into such rules.
- D. The commission shall follow all applicable city fiscal and administrative policies and procedures.

(Code 1965, § 2-8.)

2.28.050 - Duties and responsibilities.

- A. The planning commission shall exercise those functions of the planning agency of the city delegated to it in the Banning Municipal Code.
- B. At the regular February meeting, the planning commission shall choose a chairperson and a vice-chairperson from among the planning commission members. The chairman and vice-chairman shall serve for one term. Both positions shall rotate every year. All members must be present to conduct this business.
 1. The chairperson shall preside at all regular and special meetings and rule on all points of order and procedure during the meetings.
 2. The vice-chairperson shall assume all duties of the chairperson in his or her absence.
 3. In the event the chairperson and vice-chairperson are both absent, an acting chairperson shall be appointed from the commission for the meeting from those present.
- C. The planning commission's scope of responsibility is to:
 1. Prepare, review, adopt, and recommend to the city council for its adoption, a long range, comprehensive general plan to guide the future physical

development and conservation of the city and its adjoining environs based on geographic, social, economic and political characteristics of the community;

2. Prepare, review, adopt and recommend to the city council for its adoption of special area specific plans for identifiable areas, wherein more detailed guidelines are needed to supplement the objectives of the general plan;
3. Review development applications submitted to the city for consistency with adopted plans and ordinances. Approve or deny applications when final authority is granted to the planning commission by the Municipal Code. Make a recommendation on those actions for which the city council is the final reviewing approval body;
4. Act as the appeal body on decisions made by the community development director;
5. Perform such other functions and duties as the city council may from time to time direct and/or provide within the Banning Municipal Code.

D. The commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of commission members may not be appointed to serve in a single subcommittee. Before forming a subcommittee, the commission shall establish a specific mission and term for the subcommittee.

E. The planning commission is an important function within the City of Banning, and as such, certain expectations are held by the city council in making the appointment of individuals to the commission. These expectations include the following:

1. Commissioners will attend all regular meetings and special meetings as they arise;
2. Commissioners will communicate expected and unexpected absences to the planning department, prior to the meeting;
3. Commissioners will communicate any potential conflicts of interest on agenda items to the planning department in advance of the hearing to allow confirmation of a quorum;
4. Commissioners will arrive on time to each meeting, fully participate, and remain in attendance until the end of each meeting;
5. Commissioners will prepare themselves for each meeting by reading the agenda, reports and other materials, and visiting the site, as necessary, and communicate any questions to the secretary in advance of the hearing.

Pursuant to Resolution 2000-41, if a commissioner visits the site prior to a hearing on the matter, the commissioner shall disclose at the hearing such evidence and observation gathered during the site visit;

6. Commissioners are encouraged to attend the annual planner's institute (Monterey and Southern California) or an equivalent planning training program given by a University of California campus (or approved equivalent) and may

attend other planning conferences and or training classes as the need and opportunities arise. The city will also provide regular in-service training and make-up training where attendance is required;

7. New commissioners are expected to become familiar with the city's general plan, the "Planning Commission Handbook" (prepared by the State of California), and relevant Municipal Code sections particularly those relevant to zoning to become familiar with these documents. The "Guide for New Members" distributed by the Planning Commissioners Journal and www.plannersweb.com are other valuable resources for new commissioners;
8. Applicants to the planning commission will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed; and
9. New commission members will attend an expanded orientation session with the liaison to the commission and other staff, as deemed necessary, to provide new appointees with a solid understanding immediately upon appointment. The orientation will include an overview of the planning process, a review of the commission's structure, policies and bylaws, a summary of available documents and resources, and a review of the commission's relationship with citizens, staff, developers, and the governing body.

F. The planning commission may serve on regional boards or commissions as directed by the city council.

G. The planning commission shall participate in annual meetings with the city council to discuss development activity, development doctrine, policies, etc.

(Code 1965, § 2-8.1.)

2.28.060 - Conflict of interest requirements.

- A. The State of California Political Reform Act requires planning commission members to disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis.
- B. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment.
- C. If an apparent conflict of interest arises, the member shall inquire of the city attorney or staff prior to the meeting.

(Code 1965, § 2-8.2.)

2.28.070 - Staff liaison.

- A. The staff liaison to the planning commission shall be the community development director.
- B. The planning commission liaison, supported by the secretary to the planning commission (a staff position), shall be responsible for:
 - 1. Confirming that a quorum will be present prior to each meeting;
 - 2. Receiving and recording all exhibits, petitions, documents, or other material presented to the planning commission in support of, or in opposition to, any issue before the planning commission;
 - 3. Signing all meeting minutes and resolutions upon approval;
 - 4. Preparing and distributing agendas and agenda packets;
 - 5. Facilitating the tape recording of meetings and preparation of minutes; and
 - 6. Responding to all questions from planning commission members regarding agenda items in advance of meetings.

(Code 1965, § 2-8.3.)

2.28.080 - Meeting times and places.

- A. The planning commission shall meet on the first Wednesday of each month at 6:30 p.m. at the city council chambers located at 99 E. Ramsey Street, or at such time and place as the commission may designate by resolution.
- B. Commissioners will attend special meetings as they arise.

(Code 1965, § 2-8.4.)

(Ord. No. 1427, § 1, 9-14-10)

2.28.090 - Adoption.

- A. This document, as adopted and amended by council resolution, shall serve as the bylaws for the commission.

(Code 1965, § 2-9.)

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

03/03/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on March 3, 2017 at 3:30 p.m. at the Banning Civic Center Large Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Andrade
Councilmember Franklin
Councilmember Peterson
Councilmember Welch
Mayor Moyer

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John C. Cotti, Interim City Attorney

CLOSED SESSION

Interim City Attorney Cotti announced the item for closed session as follows: Personnel Matters pursuant to Government Code Section 54957: City Manager – Performance Evaluation.

Meeting reconvened at 7:30 p.m. with no reportable action taken.

ADJOURNMENT

By common consent the meeting adjourned at 7:30 p.m.

Marie A. Calderon, City Clerk

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

04/18/17
SPECIAL MEETING

A special meeting (Town Hall Meeting) of the Banning City Council was called to order on April 18, 2017 at 6:00 p.m. at the Banning Senior Center, 769 N. San Gorgonio, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Andrade
Councilmember Franklin
Councilmember Welch
Mayor Moyer

COUNCIL MEMBERS ABSENT: Councilmember Peterson

OTHERS PRESENT: Michael Rock, City Manager
John C. Cotti, Interim City Attorney
Art Vela, Public Works Director
Philip Southard, Public Information Officer
Alex Diaz, Police Chief
Heidi Meraz, Community Services Director
Sonja De La Fuente, Executive Assistance/Deputy City Clerk
Marie A. Calderon, City Clerk

SUBJECT

1. Public discussion and input on the availability and effectiveness of City programs and services.

Philip Southard, Public Information Officer welcomed everyone to the meeting and appreciates everyone attending this evening. At this time he showed a short video that was made to highlight the city's present and future and also gave a quick presentation describing various items such as: Council/Manager Form of Government; Council Districts; How Our Form of Government Works; City Organization Chart and Department Functions; and the City Council Priorities adopted in 2016: 1) Economic Development, 2) Beautification, 3) Effective Communications, 4) Public Health & Safety, and 5) Administrative Efficiency & Effectiveness. The purpose of this meeting is really for the Council. They are going to be doing their strategic planning and planning those next steps for the City and where they want to see our City go. As part of that process it is really important for us to understand where you, the citizens, want to see that process go so this meeting is to get feedback from you on what your priorities are, what you think the City needs to improve on, what you think the City does well, and what should be the priorities for the City going forward. Those in attendance broke off into groups for discussion and returned giving a list of their responses to the various questions asked.

Things the City does well:

- Hired a great Chief of Police

- Airport is a plus
- Have one of the best parks and recreation departments
- New street sweeper is great
- Employees at utility and water departments are good
- LED streetlights are good
- Street improvements
- Streetlight replacement program
- On-going tree maintenance
- Acid maintenance
- Police and Fire safety service have good response times
- Some parks have good maintenance
- City owns its own animal control building
- Availability of City officials
- Council is willing to listen to citizens
- Good maintenance of streets
- Good traffic flow
- Sunset Grade Separation Project a plus
- Current condition of the median on Ramsey Street is looking much better and the general cleanup of downtown
- Having county courthouse come to Banning
- Electric Department very good customer service (fast, efficient and repairs happen quickly)
- Utility Department provides good reliable power with limited power outages

Things the City needs to improve on:

- Senior Center needs improvement
- Community Center needs improvement
- Water needs to be clear and cold
- What is happening with the Banning Business Center (status)
- Bring businesses in that will hire people
- Don't need any more fast food places
- Improve the culture downtown
- Need businesses that will attract people
- Air quality improvement especially for those that live in the north section of town
- Utility billing – need an audit of the daily money collected first \$100,000+ a day
- Transparency in City Council and don't intimidate others when they ask questions
- Utilize our land to generate tax dollars to the max
- Still need a grocery store in the center of town
- Accountability of bond money (rumor it was not spent right)
- Graffiti abatement
- Code Enforcement including animal control
- Vacant building on Lincoln Street
- Homelessness
- Alley way encroachments
- Noise abatement
- Mitigation of the Robertson's property activity
- Expand areas of Neighborhood Watch
- Introduce the "Next Door" App for the community
- Abandoned buildings and houses
- Downtown businesses are lacking

- Marijuana grow houses
- Traffic congestion
- Concern about the Smith Creek Detention Facility possible expansion and encroaching on neighborhoods and the high school
- Better communication with the City on City events and happenings, get information out in a more efficient way, communication on a daily basis as things come up
- Points of Interest or a map showing the city parks, schools, government center, courts
- Youth Programs
- How do we keep youth in the city (keep them from leaving as soon as they graduate from high school)

Priorities – Things City needs to focus on:

- Lower electric rates, audit of the billing and electric
- Attract businesses to Banning
- Need a proactive Planning Department who do not make unreasonable demands on new businesses; have a simplified plan
- Need a shelter for students walking across the railroad tracks to school – protection from rain and heat
- Proactive Code Enforcement Division
- Beautification of our city
- Traffic circulation; traffic congestion
- Sun Lakes Blvd. extension project
- Code Enforcement needs to be stronger
- Address homeless issues
- Stronger economic development
- Stay on top of traffic control relative to new development
- Council needs to continue to focus on open communication with the citizens
- Chromium-6 water quality improvements
- Create a K-9 Program for the Police Chief
- Economic Development remain a priority
- Communication, improve the internet site and the whole City web page

Mr. Southard said with this information staff will prepare a report for the City Council so they can understand where the citizens are coming from with what your priorities and concerns are and in that way when the Council is going through their strategic planning process they can hopefully incorporate all of the comments made as to where you want to see your city go.

ADJOURNMENT

By common consent the meeting adjourned at 7:16 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.

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

04/25/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on April 25, 2017 at 3:02 p.m. at the Banning Civic Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Andrade
Councilmember Franklin
Councilmember Peterson
Councilmember Welch
Mayor Moyer

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Michael Rock, City Manager
John C. Cotti, Interim City Attorney
Rochelle Clayton, Deputy City Manager/Administrative Services Dir.
Art Vela, Public Works Director
Sonja De La Fuente, Executive Assistance/Deputy City Clerk
Marie A. Calderon, City Clerk

PUBLIC COMMENTS – On Items Not on the Agenda

There were none.

WORKSHOP

1. TUMF Nexus Study Update

Art Vela, Public Works Director introduced Christopher Gray from WRCOG (Western Riverside Council of Governments) who will give the TUMF (Transportation Uniform Mitigation Fee) Nexus Study Update and all the specifics regarding that program.

Mr. Gray, Director of Transportation for WRCOG addressed the Council at this time regarding the TUMF Nexus Study and gave a power-point presentation (attached Exhibit "A").

Councilmember Franklin said she knows that there have been several conversations in regards to TUMF. She asked if cities will still be able to get Measure "A" funds if they are not a part of the TUMF Program.

Mr. Gray said correct. The provision is that if you do not remain in the TUMF Program you are ineligible for your Measure "A" funds. On a regional wide basis they have determined that Measure "A" in a year to year basis provides roughly two to three times as much funding as TUMF does so for many cities it is a substantial impact to them if they are not in the TUMF Program because they then lose all the Measure "A" money.

Councilmember Franklin asked Mr. Gray if he could say how Measure "A" and TUMF are related.

Mr. Gray said when Measure "A" was passed back in 2003 the materials basically provided to the voters said there was a commitment to implement the TUMF to compliment Measure "A" meaning that people who voted for Measure "A" were assured that there would be a supplemental program implemented to collect development fees on a regional basis so that is why WRCOG and RCTC (Riverside county Transportation Commission) determined that you have to be a part of TUMF to receive your Measure "A" funding. They have to write a letter every year saying that cities are complying with the rules of TUMF for RCTC to have them distribute your Measure "A" funds. There have been two cities in Riverside County that have left the TUMF Program like the City of La Quinta left CVAG's (Coachella Valley Association of Governments) TUMF Program for a while and their Measure "A" dollars were withheld and, as you know, Beaumont left TUMF and their Measure "A" money was withheld and will continue to be withheld as long as they are no longer in the TUMF Program.

Councilmember Franklin said one of the projects that he didn't mention was the I-10 Bypass and the recommendation from our local Zone was to have that as a regional project instead of a local project.

Mr. Gray said that was correct. It is their understanding that RCTC may be coming out with a county-wide call for projects in the next year. That is because they will be receiving additional funds under SB 1 and they have informed RCTC and have told their cities who are all members of RCTC to specifically request that RCTC include that as a regional project that will be funded by RCTC through either the share of TUMF they receive or funds from outside sources. It has been his opinion since he joined WRCOG that the I-10 Bypass is not a Zone Project. It is needed for regional connectivity and it is needed for incidents when the I-10 gets shut down. It is very much a regional project and when they had advocated that position with RCTC their answer had always been that they programmed all the money that they have for the near term. Well they are getting new revenues and so they have advocated that they treat that project differently than it historically has. He said that Banning sits on the RCTC Board along with Calimesa and Riverside County so they would encourage you to also add your voice to that chorus saying that the I-10 Bypass is a regional project and should be funded by RCTC. He also explained the importance of it being a regional project as opposed to a local project.

Councilmember Franklin said for clarification our last project for TUMF was really the Grade Separation at Sunset and how much was TUMF. Mr. Gray said that was correct and the City had requested up to about \$4.2 million in TUMF funding for that and he believes that they have reimburse the City about \$2.9 million so far and they are preparing to provide the City with the rest of the funding in the next month or so.

Mayor Moyer said that we have been waiting for over a year for reimbursement and he heard that we didn't get the money right away because Beaumont backed out but there was nothing that he heard that was predicated on the funding that Beaumont be in the TUMF Program when it was approved so he doesn't understand why the reimbursement has been so slow in coming.

Mr. Gray said that they didn't have the money until recently and in fact, they reimburse based on money that is available in the Zone and for a very long period of time the Zone had no money and there simply wasn't development occurring.

Mayor Moyer asked why the project got approved if you didn't have the money. Mr. Gray said that was a decision made at the time and that decision predates him but they will be reimbursing the City. They just went through an exercise and hired a consultant to review all of the City's invoices so City staff wouldn't have to do it and identified expenses that have not been reimbursed and will be reimbursing the City next month.

Councilmember Welch said on page 10 it states that the TUMF Network contains \$123 million in funding for the City of Banning over the life of the TUMF Program; what does that mean.

Mr. Gray said that they do their Nexus Study on a roughly 20 to 25 year period of time and it goes out to about 2040 and roughly the buildout of the network and the buildout of the city over 25 years.

Councilmember Welch said that we are part of Zone 5 which includes Banning, Beaumont and Calimesa so how much input does the body as a Zone have on projects being done in the Zone.

Mr. Gray said that you have 100% of the decision. So the Zone meets collaboratively and votes on the projects to be funded. WRCOG, except for trying to limit instances to keep the Zone from over spending which apparently they didn't do a good enough job on Sunset, they don't vote on the Zone, simply facilitate the meetings. So the Zones come together and decide the projects it wants to fund and it is actually subject to a vote so there is process by which they meet with the Public Works Directors and the elected officials. They just had a Zone meeting last month and ultimately, it is up to the City to decide what the priority is.

Councilmember Welch asked if they had zone meetings. Councilmember Franklin said that they have one Zone meeting a year and their zone did meet and they talked about three locations that Mr. Gray already went over. Their biggest discussion was really about moving the I-10 Bypass out of the Zone and making it a regional project because if it is a Zone project it is her understanding that it is just taking money just from their Zone and they didn't think it was fair. Unfortunately because we haven't had much development we don't have any money so they tried to look at what is going to be reasonable with what they actually have come in and they talked about the extension of Sun Lakes Boulevard as being the most important for our City right now. They are to be realistic based on what funds are actually going to come in.

Councilmember Andrade said the projects in bold on page 19 have not been approved yet and is that true. Mr. Gray said yes. The projects in bold are in the new Nexus Study; not in the old Nexus Study.

Councilmember Andrade said so if they would be turned down, they are not affected as projects that have already been approved and started.

Mr. Gray said they cannot be paid for with TUMF funding. Councilmember Andrade said but they haven't started yet, is her question.

Mr. Gray said for example, Scott Road, the City has done all the preliminary work; the City of Riverside is currently working on the Adams/SR-91 Interchange; the Franklin Street/I-15 Interchange is part of an interchange project. They have not started construction work but many of these projects have started their planning and engineering; preliminary work.

Councilmember Andrade said so in all actuality only three of the projects would be affected. She asked when Theodore Street, Case Road, and Keller Road were approved.

Mr. Gray said that all of these projects were approved by their City which means that the City has said that this is a transportation project we want to fund. Councilmember Andrade said then they went to WRCOG and you approved them.

Mr. Gray said they identify a list of projects that go into the Nexus Study which is about 700 projects in the region. So what happens is that every time they update the Nexus Study they take projects out and put projects back in. They have a list of projects that are new meaning that they got added to the Nexus Study because the City asked them to and they met WRCOG's criteria. This is a short list of those projects that have all been approved by their City and WRCOG has gone through a process to add them to the Nexus Study. If the new Nexus Study is not adopted, none of these projects will get funded for the foreseeable future.

Councilmember Andrade said it was said that TUMF funding was approved in 2009 and we are in 2017 so all of those projects were approved after the Nexus list was first approved.

Mr. Gray said no. The Nexus Study actually dates back to 2003. The first Nexus Study was done in 2003, there was a 2005 update and a 2009 update.

Councilmember Andrade said so since 2009 there has been nothing. Mr. Gray said they have not adopted an update since 2009 so they have a very old list of projects and our cities would like to add projects because things have obviously changed since 2009. If the Nexus Study is not approved, then they are stuck with the 2009 project list.

Councilmember Andrade asked if they had a list from 2009 because those items listed were just additions that were presented. Mr. Gray said those are just some of the additions. They have probably 40 or 50 significant additions and 40 or 50 significant deletions.

Councilmember Franklin said that when she get the list she will share that with the Council. Mr. Gray said that the list is in the Nexus Study. It is about a 20-page detailed spreadsheet listing every project line by line.

ADJOURNMENT

By common consent the meeting adjourned at 3:31 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



Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program

- Regional Transportation Fee Program for Western Riverside County jurisdictions and March JPA
- Implemented in 2003 in Western Riverside County
- Fee is uniformly assessed on new residential and non-residential development
- Implemented through adoption of an Ordinance by each member jurisdiction/agency
- Member jurisdictions collect and remit revenues to WRCOG; revenues are redistributed for prioritization / programming by member jurisdictions/agencies through the five Zones of the subregion, by RCTC, and by RTA

WRCOG 25th Anniversary
TOP 100 BEST PLACES TO WORK 2018
THE PRESS-ENTERPRISE

Exhibit "A"

Benefits of TUMF

- The TUMF is a supplemental revenue source that is leveraged against traditional funding sources, such as State and Federal funding
- The TUMF Program has contributed funding to the completion of more than 90 projects
- \$400 million in direct TUMF funds have been leveraged with \$600 million to result in \$1 billion in total construction funding
- Participation in TUMF allows jurisdictions to continue to receive their Measure A dollars



Need for the TUMF Program

- To provide a supplemental revenue stream to augment the shortfall from traditional funding sources (State/federal funding)
- To ensure that new development pays its fair share towards providing the needed infrastructure improvements
- To mitigate the traffic impacts from new development on the regional system of highways and arterials
- Other Transportation revenues like Measure A and the Gas Tax are also needed to fund the maintenance of existing roadways
- CEQA mitigation measure for regional traffic impacts



Exhibit "A"

The TUMF Program takes advantage of local jurisdiction expertise

Cost efficiencies built into the Program from the beginning:

WRCOG administers the TUMF Program:

- Program administrator
- Prepares Nexus Study (technical and legal anchor for TUMF) and sets fees
- Receives and allocates fees to partner agencies (jurisdictions, RCTC, RTA, RCA)

Jurisdictions and agencies implement the TUMF Program:

- Collect fees from new development
- Remit fees to WRCOG
- Prioritize and program projects through the Zone process utilizing local expertise

Construct projects

Zones have final say on the projects funded by TUMF



Nexus Study update: What does the Nexus Study actually do?

- Sets the maximum allowable fee that can be charged by land use type
- Specifies the list of projects that can be funded by the TUMF Program
- Last adoption of Nexus Study occurred in 2009
- September 2015: WRCOG Executive Committee directed staff to delay finalizing the TUMF Nexus Study
- February 2017: Draft TUMF Nexus Study was released for review



Exhibit "A"

Why update the TUMF Nexus Study?

- Last update to the Nexus Study was more than 8 years ago
- Development patterns and growth projections have changed
- Project costs have increased (updates to the costs themselves would result in 30% increase on fees)
- Staff, member jurisdictions, and key stakeholders have conducted two comprehensive updates to the TUMF Network
- Staff and jurisdictions looked for ways to prioritize projects to reduce the overall increase in the fee for new projects (offsets)



Draft TUMF Nexus Study

- WRCOG and TUMF consultant have updated the following components of the Nexus Study since the Executive Committee took action to delay the Nexus Study in September 2015
 - Growth Forecast – Adopted in April 2016 by the SCAG Regional Council;
 - TUMF Network – WRCOG and member jurisdictions undertook a comprehensive review of the facilities included in the TUMF Program to ensure that all facilities warrant inclusion in the Program;
 - Fee calculation methodology – WRCOG and TUMF consultant used a Vehicle Miles Travel (VMT) approach for fee calculations of residential and non-residential land-use types. This approach has not previously been utilized in past editions of the Nexus Study;
 - Data sources – Updated data from SCAG and Riverside County for employee to square footage conversion.



Exhibit "A"

Draft TUMF Nexus Study, cont.

- The Draft Nexus Study also contains funding for future facilities located within the City of Beaumont
- A settlement agreement is in place between the City of Beaumont and WRCOG
- The City of Beaumont would only rejoin the TUMF Program if the Nexus Study is adopted by the WRCOG Executive Committee



THE PRESS-ENTERPRISE

TUMF Network – City of Banning

- The TUMF Network contains \$123 million in funding for the City of Banning over the life of the TUMF Program
- Facilities within the City of Banning include:
 - Highland Springs/I-10 Interchange
 - Highland Springs (Oak Valley to Wilson)
 - Sun Lakes (Highland Home to Sunset)



THE PRESS-ENTERPRISE

Exhibit "A"

How do the findings of the fee comparison study inform the Nexus Study?

- WRCOG retained Economic and Planning Systems (EPS) to conduct a comprehensive review of fees in and around the WRCOG subregion and the economic impact of infrastructure
- With the exception of retail development, TUMF represents a modest proportion of total development impact fees in Western Riverside County
- Average development impact fees in WRCOG member jurisdictions are within range in surrounding areas for all uses except retail
- As a total of development costs, TUMF represents between 1.3 percent and 3.5 percent of total development costs / returns for the prototype feasible projects depending on each land use category



Current Fee Levels?

Fee Comparison: WRCOG and Selected San Bernardino Jurisdictions
*Current fees in effect today

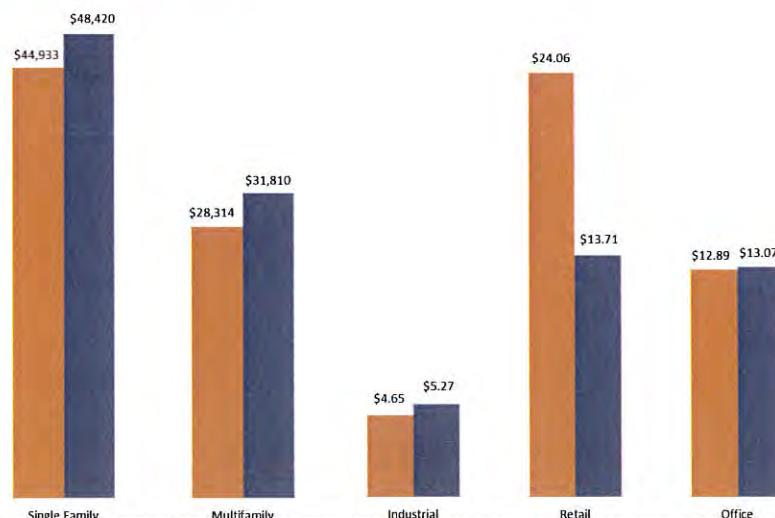


Exhibit "A"

10
spec.mtg.-04/25/17

Proposed TUMF Schedule- Draft Nexus Study

Land Use Type	Current Fee	2017 TUMF Nexus Study – Proposed Fee	% Change From Current Fee
Single-Family Residential	\$8,873	\$9,985	12%
Multi-Family Residential	\$6,231	\$6,503	4%
Industrial	\$1.73	\$1.88	8%
Retail	\$10.49	\$13.05	24%
Service	\$4.19	\$4.84	15%



Updates to the Draft TUMF Nexus Study

- WRCOG has been working with key stakeholders like the BIA, NAIOP, and others who commented on the previous TUMF Nexus Study to proactively address any questions/comments
- SB 132 provides direct funding for \$80 million in TUMF facilities; if passed Nexus Study will be updated
- Changes to the TUMF Network based on SB 132 would result in a reduction in the fees of 5-7% for all categories



Exhibit "A"

Potential TUMF Schedule- Updated Nexus Study (if SB 132 passes)

Land Use Type	Current Fee	% Change From Current Fee (SB 132)
Single-Family Residential	\$8,873	6%
Multi-Family Residential	\$6,231	-2%
Industrial	\$1.73	3%
Retail	\$10.49	17%
Service	\$4.19	9%



Phasing the fee

- No decision has been made on phasing yet
- WRCOG member agencies have strongly recommended that any retail fee increase be phased in or frozen
- Any phase or freeze would likely be for 2-4 years
- WRCOG staff will recommend a final phasing scenario based on any comments, State Funding changes, and other inputs



Exhibit "A"

12
spec.mtg.-04/25/17

What actions can the WRCOG Executive Committee take on the Nexus Study?

Executive Committee takes separate actions on the Nexus Study and the TUMF fee schedule

1. Executive Committee first accepts or rejects the Nexus Study
2. If the Nexus Study is accepted, Executive Committee has 3 options
 - a) Set the fee at the maximum level in the Nexus Study
 - b) Set the fee at the maximum level in the Nexus Study and phase the fee increase
 - c) Set the fee at a level below what is set in the Nexus Study
3. If the Nexus Study is rejected, the 2009 Nexus Study remains in effect



What if an updated Nexus Study isn't adopted?

- Key projects would not be eligible for TUMF funding under the 2009 TUMF Nexus Study
- Other projects will be ineligible for additional funding
- Many of the projects are already underway at various phases of implementation
- TUMF for these key projects has been programmed to the Zone Transportation Improvement Programs (TIP) in anticipation of action on the new Nexus Study



Exhibit "A"

Key projects that can't be funded without an updated Nexus Study

- **Scott Road / I-215 Interchange (City of Menifee)**
- Theodore Street / SR-60 Interchange (City of Moreno Valley)
- Case Road, I-215 to Goetz Road (City of Perris)
- **Adams Street / SR-91 Interchange (City of Riverside)**
- Keller Road / I-215 Interchange (City of Murrieta)
- **Franklin Street / I-15 Interchange (City of Lake Elsinore)**
- **Corydon Road, Mission Trail to Grand Avenue (City of Wildomar)**

* Projects in bold are ones where funding has been requested for the upcoming Fiscal Year



How does the Nexus Study update affect developers?

- Some developers will benefit from the Nexus Study as it will provide additional TUMF credit for projects they are already conditioned to build
- Examples include:
 - Jefferson Avenue in Murrieta (+\$1 million)
 - Whitewood Road in Murrieta (+\$8 million)
 - Temescal Canyon Road in Lake Elsinore (+\$2 million)
- In the County unincorporated area, there have been 33 Credit Agreements with developers
- About 1/4 of all developers use some kind of credit or reimbursement agreement



Exhibit "A"

If adopted, when would any fee increase take place?

- Once the Nexus Study is approved by the Executive Committee, member agencies can begin taking the TUMF Ordinance/Resolution to Council/Board
- Process of review and approval of TUMF Ordinance/Resolution can take between 60-90 days, therefore, any change in fee should be effective after July 2017



Exhibit "A"

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

04/25/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on April 25, 2017 at 4:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Andrade
Councilmember Franklin
Councilmember Peterson
Councilmember Welch
Mayor Moyer

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Michael Rock, City Manager
John Cotti, Interim City Attorney
Rochelle Clayton, Deputy City Manager/Admin Service Director
Sonja De La Fuente, Executive Assistant/Deputy City Clerk
Marie A. Calderon, City Clerk

CLOSED SESSION

Interim City Attorney Cotti stated that there are three items on the closed session agenda: 1) Anticipated litigation pursuant to Government Code Section 54956.9 (d)(2) – Banning Library District challenge to the City’s approval of the Rancho San Gorgonio Project; 2) Existing litigation pursuant to Government Code Section 54956.9 (d) (1): City of Banning v. Vanir Group of Companies, Inc., *et al.*: Riverside Superior Court Case No. RIC1705273; and 3) Personnel matter involving the City Manager pursuant to Government Code Section 54957: Employee Discipline.

Mayor Moyer opened the item for public comments; there were none. Meeting went into closed session at 4:01 p.m. and reconvened to open session 4:55 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 4:55 p.m.

Marie A. Calderon, City Clerk

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL
FROM: Michael Rock, City Manager
PREPARED BY: Suzanne Cook, Finance Manager
MEETING DATE: May 9, 2017
SUBJECT: Approval and Ratification of Accounts Payable and Payroll Warrants Issued in the Month of March 2017

RECOMMENDATION:

That City Council review and ratify the warrants for period ending **March 31, 2017**, per California Government Code Section 37208.

WARRANT SUMMARY:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued during Month	158441 - 158884	\$ 2,085,436.50	
Less: Voided / Reissue Check	158650 / 158733 &		
	158734	\$ 1,502.00	\$ 2,083,934.50
	Check Total		
	Wires Total		\$ 1,378,073.64
ACH payments: 9005977 - 9005996			
Payroll Direct Deposit 3/3/2017		\$ 306,284.01	
Payroll Direct Deposit 3/17/2017		\$ 281,214.60	
Payroll Direct Deposit 3/31/2017		\$ 341,057.86	
Other Payments		\$ 790,010.15	
	ACH Total		\$ 1,718,566.62
Payroll Checks: 10825 - 10862			
Payroll - Regular 3/3/2017		\$ 2,739.48	
Payroll Manual Check 3/10/2017		\$ 3,388.52	
Payroll - Regular 3/17/2017		\$ 2,790.90	
Payroll - Regular 3/31/2017		\$ 1,895.30	
	Payroll Check Total		\$ 10,814.20
Total Warrants Issued for March 2017			\$ 5,191,388.96

ATTACHMENTS:

- Fund List
- Warrant List March 2017
- Warrant List Detail March 2017
- Voided Check Log
- Payroll Log
- Payroll Registers

If you have any questions, please contact the Finance Department so that additional detailed information can be provided to you.

Approved by:



Michael Rock
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
 4020 – Day Care
 4050 – Senior Center
 4060 – Sr. Center Advisory Board
 4500 – Central Services
 4800 – Debt Service
 5400 – Community Enhancement

All Other Funds

002 – Developer Deposit Fund
 003 – Riverside County MOU
 005 – SA Admin Fund
 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
 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 – 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

City of Banning
Warrant List March 2017

Warrant Number	Vendor Name	Warrant \$ Amount
936	RIVERSIDE PUBLIC UTILITIES	1,378,073.64
158441	ADVANCE REFRIGERATION & ICE	557.81
158442	ADVANCE WORKPLACE STRATEGIES INC	326.90
158443	AETNA LIFE INSURANCE	68,974.64
158444	AIR & HOSE SOURCE INC	423.75
158445	AIRGAS WEST	160.80
158446	AL'S KUBOTA TRACTOR	345.45
158447	ALTURA CREDIT UNION	1,060.00
158448	ANIXTER, INC	393.73
158449	ARROW STAFFING SERVICE	2,428.00
158450	AT&T MOBILITY	1,279.36
158451	AUER, WILLIAM	24.00
158452	AUTOMATED GATE SERVICES, INC.	270.00
158453	BABCOCK LABORATORIES, INC	500.00
158454	BEAR COMMUNICATIONS, INC	1,074.96
158455	BEAUMONT BASIN WATERMASTER	26,738.00
158456	BEAUMONT DO IT BEST HOME CENTER	115.21
158457	BEAUMONT, CITY OF	234.41
158458	BIO-TOX LABORATORIES	875.00
158459	BOUSLOG, STACY	218.00
158460	CALDERON, SANDRA B	10.70
158461	CAROLLO ENGINEERS	8,281.00
158462	CHRIS TAYLOR'S PLUMBING	202.19
158463	COLONIAL INSURANCE	16,393.64
158464	CONSOLIDATED ELECTRICAL	97.51
158465	COTTAGE, GREGORY	42.97
158466	COUNSELING TEAM INTERNATIONAL, THE	275.00
158467	CUSTOM TROPHIES & U-NEEK AWARDS	980.53
158468	DE LA FUENTE, SONJA	16.00
158469	DEUSENBERRY, DANIEL	24.00
158470	DEX MEDIA	39.95
158471	DIAMOND ENVIRONMENTAL SERVICES	201.99
158472	ENTERPRISE RENT-A-CAR	44.35
158473	FEDEX	200.24
158474	FRONTIER COMMUNICATIONS	1,497.33
158475	GAS COMPANY, THE	2,321.83
158476	HYDROTEX	1,034.52
158477	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,070.17
158478	ICMA RETIREMENT TRUST 457	1,802.41
158479	INFOSEND, INC	4,557.75
158480	JAUREGUI, ROBERTO	24.00
158481	JOBS AVAILABLE INC.	351.00
158482	JOHNSON, FRAVELL	2,500.00
158483	JOHNSON, LARRY	2,500.00
158484	KELLY, PATRICK	24.00
158485	KUSTOM SIGNALS, INC	3,900.20
158486	LOCKLIN, SANDRA	215.92
158487	MACIAS, RUBEN	16.00
158488	NAPA AUTO PARTS	170.25
158489	NATIONWIDE RETIREMENT SOLUTIONS	2,473.45
158490	NEXTEL COMMUNICATIONS	33.32
158491	O'REILLY AUTO PARTS	219.41
158492	OFFICE DEPOT	294.99

City of Banning
Warrant List March 2017

Warrant Number	Vendor Name	Warrant \$ Amount
158493	ON TRAC	48.52
158494	P&P UNIFORMS	15.76
158495	PACKHAM & TOOMEY, INC	125.00
158496	PARKHOUSE TIRE, INC.	1,115.48
158497	PARS	449.08
158498	PRESS-ENTERPRISE, THE	585.90
158499	PRUDENTIAL OVERALL SUPPLY	529.23
158500	RAMIREZ ARIAS, JUAN	16.00
158501	RECORD GAZETTE, THE	563.12
158502	REDLANDS YUCAIPA RENTALS, INC	320.00
158503	RELIABLE WORKPLACE SOLUTIONS	354.66
158504	RIV. CO. CLERK RECORDER	69.00
158505	RIV. CO. CLERK RECORDER	23.00
158506	RIV. CO. CLERK RECORDER	69.00
158507	ROBERTSON'S	404.37
158508	SAN GORGONIO PASS DESIGN AND PRINT	25.86
158509	SANDOVAL, ANA	16.00
158510	SIEMENS INDUSTRY, INC	630.00
158511	SITEONE LANDSCAPE SUPPLY	244.75
158512	SKINNER, DEBORAH & ROY	152.44
158513	SMART & FINAL	147.41
158514	SMITH, BRANDON	48.00
158515	SOUTHERN CALIFORNIA EDISON COMPANY	1,890.33
158516	STANTEC CONSULTING SERVICES, INC	12,215.00
158517	STERLING TALENT SOLUTIONS	494.19
158518	SUEZ BANNING	1,580.45
158519	SUNGARD PUBLIC SECTOR INC	196.99
158520	SUNRISE SERVICES	4,136.92
158521	SUPER SUBS +	27.67
158522	TIME WARNER CABLE	87.13
158523	TRI-STAR CONTRACTING II, INC	53,620.83
158524	UNITED TRANSMISSION EXCHANGE	1,054.73
158525	UNITED WAY OF THE INLAND VALLEY	107.00
158526	USABLUEBOOK	413.12
158527	VISTA PAINT	237.05
158528	V2C GROUP, INC	4,101.52
158529	WELLS FARGO CARD SERVICES INC	262.77
158530	WELLS FARGO CARD SERVICES INC	1,687.90
158531	ADVANCE WORKPLACE STRATEGIES INC	92.00
158532	AIR & HOSE SOURCE INC	4.22
158533	ALL AMERICAN ASPHALT	225.17
158534	ANDRADE, DANIELA	232.03
158535	ANIXTER, INC	2,549.71
158536	BABCOCK LABORATORIES, INC	259.00
158537	BARRETT, ROBERT T	83.23
158538	BARSTOW, CINDY M	250.00
158539	BARTON, JUDITH MARGARET	63.00
158540	BATTERY SYSTEMS, INC	281.07
158541	BEAUMONT CHAMBER OF COMMERCE	25.00
158542	BEAUMONT DO IT BEST HOME CENTER	438.91
158543	BEAUMONT, CITY OF	29,709.56
158544	BENHAR, DIANA T	399.00
158545	BOURGEOIS, THEODORE	82.63

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Warrant Number	Vendor Name	Warrant \$ Amount
158546	BROADCAST MICROWAVE SERVICES, INC	7,116.80
158547	CAH 2014-2 BORROWER	174.06
158548	CALIFORNIA LAW ENFORCEMENT ASSOC	20.00
158549	CALIFORNIA LAW ENFORCEMENT ASSOC	25.00
158550	CALIFORNIA WATER ENVIRONMENT	172.00
158551	CALIFORNIA WATER ENVIRONMENT	172.00
158552	CALLAHAN, BRIAN	24.00
158553	CARLIN, BRIDGETTE	60.19
158554	CARTE GRAPH SYSTEMS INC.	3,000.00
158555	CASTELLANOS, ANTONIO	56.30
158556	CASTILLO, GUILLERMO	84.12
158557	CDW GOVERNMENT, INC	2,997.66
158558	CLA-VAL	2,303.51
158559	COGBILL, IRENE JANE	311.50
158560	CREASON & AARVIG, LLP	2,472.32
158561	CV STRATEGIES	8,336.58
158562	DANGELO CO	88.44
158563	DIAMOND HILLS CHEVROLET BUICK GMC	267.50
158564	DIAZ, RICK	20.00
158565	ESPINOZA, LYNETTE M	192.50
158566	FLEET SERVICES INC	375.43
158567	FOX OCCUPATIONAL MEDICAL CENTER	210.00
158568	GARCIA SALES	127.33
158569	GAS COMPANY, THE	33.38
158570	GOVERNMENT FINANCE OFFICERS ASSN	375.00
158571	GUERRERO, CHRISTOVAL	58.68
158572	HASKELL REALTY	163.78
158573	HD SUPPLY WATERWORKS, LTD	1,892.82
158574	HEMET OIL COMPANY	20,886.15
158575	HYATT REGENCY ORANGE COUNTY	984.55
158576	I E D C	490.00
158577	IMAX REALTY & MORTGAGE	142.31
158578	INFOSEND, INC	1,114.76
158579	INLAND LIGHTING SUPPLIES INC	161.63
158580	INLAND WATER WORKS SUPPLY CO.	480.13
158581	JENKINS & HOGIN, LLP	19,436.00
158582	KELLY, PATRICK	120.00
158583	LEAGUE OF CALIFORNIA CITIES	105.00
158584	LEIDOS ENGINEERING, LLC	2,769.68
158585	LEROUGE, JERRY D	35.00
158586	LUEVANO, LORRINA	84.06
158587	MARIN CONSULTING ASSOCIATES	300.00
158588	MELANIE'S CUPCAKES & BAKED GOO	15.01
158589	MILLER, JONI	250.00
158590	MITSUBISHI ELECTRIC & ELECTRONICS	292.00
158591	MORCK, ROBERT H & FLORENCE E	2,500.00
158592	MOYER, GEORGE	72.97
158593	NAPA AUTO PARTS	240.98
158594	NATIONAL TRAING CONCEPTS, INC	277.00
158595	OASIS INVESTMENT PROPERTIES	62.02
158596	OFFICE DEPOT	164.43
158597	ONE SOURCE DISTRIBUTORS	30.06
158598	PARTS AUTHORITY METRO, LLC	1,469.20

City of Banning
Warrant List March 2017

Warrant Number	Vendor Name	Warrant \$ Amount
158599	PAYPRO ADMINISTRATORS	110.00
158600	PETTY CASH CUSTODIAN - POLICE	103.74
158601	PRESS-ENTERPRISE, THE	791.80
158602	PRIME SYSTEMS INDUSTRIAL	5,776.00
158603	PRUDENTIAL OVERALL SUPPLY	615.18
158604	RECORD GAZETTE, THE	397.50
158605	RELLIM, INC	59.26
158606	RIV. CO. ASSESSOR, LARRY W. WARD	63.75
158607	RIV. CO. SHERIFF'S DEPT.	169.00
158608	ROBINSON, BRANDON A	20.00
158609	ROCK, MICHAEL	93.36
158610	ROYAL WHOLESALE ELECTRIC	1,608.15
158611	SEGURA, JENNIFER	405.00
158612	SHIPP, DIANE H	15.39
158613	SMITH, JASON	20.00
158614	SO CAL WEST COAST ELECTRIC, INC	950.00
158615	SOUTH COAST AIR QUALITY	198.13
158616	SOUTHERN CALIFORNIA EDISON	922.90
158617	STOUT, DORIS J	287.78
158618	STUART, DAMON	20.00
158619	SUEZ BANNING	55,047.00
158620	SUPER SUBS +	56.05
158621	SWAY 2014-1 BORROWER,LLC	1.95
158622	SZOYKA, CARL	26.20
158623	UNITED STATES POSTAL SERVICE	5,000.00
158624	VISTA PAINT	545.43
158625	VULCAN MATERIALS	1,690.59
158626	WESTERN RIVERSIDE COUNCIL	83,542.36
158627	WHITE STAR CAPITAL LLC	28.83
158628	ZUELDORF, MARIANA L	247.74
158629	ADVANCE WORKPLACE STRATEGIES INC	52.00
158630	AL'S KUBOTA TRACTOR	136.86
158631	ALBERT A. WEBB ASSOCIATES	938.00
158632	ALTURA CREDIT UNION	1,060.00
158633	AMERICAN FORENSIC NURSES	1,300.00
158634	ANIXTER, INC	1,535.44
158635	ARRETCHE, RAYMOND	12.00
158636	ARROW STAFFING SERVICE	2,094.30
158637	ARTISTIC MAINTENANCE, INC.	8,760.00
158638	AT&T GLOBAL CUSTOMER CARE CENTER	374.44
158639	AT&T MOBILITY	1,675.61
158640	AVILA, VINCENT	12.00
158641	BANNING POLICE OFFICERS ASSOC	2,400.00
158642	BARBER, CAROL	127.06
158643	BATTERY SYSTEMS, INC	218.76
158644	BEAUMONT DO IT BEST HOME CENTER	74.27
158645	BEAUMONT SAFE & LOCK	671.84
158646	BOA ARCHITECTURE	1,920.00
158647	BOOTH, CATHY	98.71
158648	CALDERON, SANDRA B	16.00
158649	CALIFORNIA LAW ENFORCE ASSN	637.00
158650	CALIFORNIA, STATE OF	0.00
158651	CHARLES ABBOTT ASSOCIATES, INC	7,443.23

City of Banning
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Warrant Number	Vendor Name	Warrant \$ Amount
158652	COBRA-28 NO. 6, LP	1.31
158653	CONSOLIDATED ELECTRICAL	258.00
158654	CORELOGIC INFORMATION SOLUTIONS INC	66.68
158655	COTTAGE, GREGORY	16.00
158656	DATUIN JR, CORNELIO	1,216.89
158657	DE LA FUENTE, SONJA	16.00
158658	DIRECTV	19.00
158659	FEDEX	54.82
158660	FOX OCCUPATIONAL MEDICAL CENTER	874.00
158661	FRONTIER COMMUNICATIONS	3,579.96
158662	GARDA CL WEST INC	568.77
158663	HDL SOFTWARE, LLC	1,027.07
158664	HEMET OIL COMPANY	1,049.80
158665	HOME DEPOT #8987	194.59
158666	I.B.E.W. LOCAL 47	7,580.90
158667	I.B.E.W. LOCAL 47 (PAC)	64.00
158668	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,068.89
158669	ICMA RETIREMENT TRUST 457	1,752.41
158670	INNOVATIVE FEDERAL STRATEGIES	3,500.00
158671	JAUREGUI, ROBERTO	12.00
158672	JJDPC	140.00
158673	KATEMEH &, NADER	73.23
158674	KOMATSU FORKLIFT USA, LLC	230.73
158675	LARA, TORIBIO	168.12
158676	LEAGUE OF CALIFORNIA CITIES	35.00
158677	LEIDOS ENGINEERING, LLC	6,821.74
158678	LITHOPASS PRINTING, FORMS,	124.59
158679	LSA ASSOCIATES, INC	4,656.25
158680	MARCO EQUIPMENT COMPANY	821.66
158681	MOLEDOR, JEROME	319.00
158682	MST BACKFLOW	4,950.00
158683	NAPA AUTO PARTS	428.93
158684	NATIONWIDE RETIREMENT SOLUTIONS	2,473.45
158685	NI GOVERNMENT SERVICES, INC	39.66
158686	O'REILLY AUTO PARTS	585.14
158687	OFFICE DEPOT	692.52
158688	PARKHOUSE TIRE, INC.	821.69
158689	PARS	508.02
158690	PARTS AUTHORITY METRO, LLC	501.94
158691	PRE-PAID LEGAL SERVICES, INC	311.90
158692	PRO-RISE GARAGE DOOR CO	275.00
158693	PRUDENTIAL OVERALL SUPPLY	240.05
158694	QUALITY POWER INC.	883.55
158695	RECORD GAZETTE, THE	851.32
158696	RIV. CO. INFORMATION TECHNOLOGY	219.65
158697	RIV. CO. SHERIFF'S DEPT.	164.00
158698	ROCKWELL, AMBER	32.65
158699	SAN BERNARDINO PUBLIC EMPLOYEES	783.34
158700	SBSD-EVOC TRAINING CENTER	925.00
158701	SHRED-IT USA, LLC	97.20
158702	SMITH, BRANDON	12.00
158703	SOUTHERN CALIFORNIA GAS CO	6,042.05
158704	SPOK, INC	41.06

City of Banning
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Warrant Number	Vendor Name	Warrant \$ Amount
158705	STATEWIDE TOWING & RECOVERY, INC	425.00
158706	STEPHENS, MANDEEP	3,534.00
158707	TA, HAI	162.93
158708	THERMAL COMBUSTION INNOVATORS, INC	308.56
158709	TIME WARNER CABLE	49.94
158710	TITAN ENVIRONMENTAL SOLUTIONS, INC	995.00
158711	TRENCH SHORING COMPANY	96.00
158712	TURBO DATA SYSTEMS INC	292.49
158713	ULINE	342.86
158714	UNDERGROUND SERVICE ALERT	54.00
158715	UNITED WAY OF THE INLAND VALLEY	107.00
158716	USABLUEBOOK	73.22
158717	USDA FOREST SERVICE	291.76
158718	VERIZON WIRELESS	2,283.70
158719	VILLEGAS, ESMERALDA & DANIEL	35.92
158720	WALKER, BRIAN	12.00
158721	WASTE MANAGEMENT OF THE	229,344.35
158722	WELLS FARGO CARD SERVICES INC	1,575.45
158723	AMERICAN CAPITAL ENT, INC	40.62
158724	ANDRADE, DANIELA	62.16
158725	ANIXTER, INC	185.33
158726	ARROW STAFFING SERVICE	2,428.00
158727	AT&T CALNET 2	1,063.28
158728	AVERY, ALEXANDRA	16.00
158729	BABCOCK LABORATORIES, INC	1,424.00
158730	BEAUMONT DO IT BEST HOME CENTER	451.83
158731	BOA ARCHITECTURE	1,050.00
158732	BYRNE, LYNN & STEVE	44.51
158733	CALIFORNIA, STATE OF	1,355.00
158734	CALIFORNIA, STATE OF	147.00
158735	CELL BUSINESS EQUIPMENT (CBE)	5,659.82
158736	CHARLES ABBOTT ASSOCIATES, INC	220.00
158737	CORELOGIC INFORMATION SOLUTIONS INC	150.00
158738	COUNSELING TEAM INTERNATIONAL, THE	700.00
158739	CUNNING, ALISON	152.00
158740	CUSTOM TROPHIES & U-NEEK AWARDS	554.91
158741	CYBERTIME NETWORK COMMUNICATIONS	3,800.00
158742	DANGELO CO	188.91
158743	DUNN, TERRY	16.00
158744	FRONTIER COMMUNICATIONS	584.40
158745	FROST, JEFF	16.00
158746	GARDA CL WEST INC	568.77
158747	GIFFORD, AMBER	60.00
158748	HAMPTON INN BAKERSFIELD - CENTRAL	433.62
158749	HAZEN AND SAWYER	1,160.00
158750	HOCHSTEIN, DERRELL	60.00
158751	HUGHES, JOSHUA & BRITTANY	9.46
158752	IMAX REALTY & MORTGAGE	165.48
158753	IRON MOUNTAIN INFORMATION MGMT, LLC	668.97
158754	LANCE, SOLL & LUNGHARD, LLP	4,635.00
158755	LEXISNEXIS RISK SOLUTIONS	185.76
158756	LITHOPASS PRINTING, FORMS,	21.55
158757	LOPEZ, LEILA	16.00

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Warrant Number	Vendor Name	Warrant \$ Amount
158758	M BREY ELECTRIC, INC	1,975.95
158759	MAILFINANCE, INC	524.47
158760	MYERS & SONS HI-WAY SAFETY INC.	780.25
158761	NAASZ, CALEB	32.00
158762	OFFICE DEPOT	290.48
158763	PARKHOUSE TIRE, INC.	558.73
158764	PRESS-ENTERPRISE, THE	174.90
158765	PRUDENTIAL OVERALL SUPPLY	305.41
158766	PUBLIC AGENCY RETIREMENT SERVICES	300.00
158767	PUBLIC ENTITY RISK MANAGEMENT	172,286.00
158768	QUEST DIAGNOSTICS	166.27
158769	RACEWAY FORD INC	1,995.63
158770	RIV. CO. CLERK RECORDER	23.00
158771	RIVERSIDE, COUNTY OF	642.00
158772	ROBERTSON'S	414.85
158773	SIEMENS INDUSTRY, INC	1,518.74
158774	SITEONE LANDSCAPE SUPPLY	625.49
158775	STEPHENS, PATRICK	3,480.00
158776	STERLING TALENT SOLUTIONS	131.45
158777	SUNGARD PUBLIC SECTOR INC	188.36
158778	SUPER SUBS +	23.50
158779	TELEPACIFIC COMMUNICATIONS	2,760.14
158780	TIME WARNER CABLE	69.33
158781	TOLES, GLADYS J	175.00
158782	TRUSSELL, VETZA & SAMUEL	46.70
158783	UNITED ROTARY BRUSH CORPORATION	96.66
158784	VERIZON SELECT SERVICES INC	1.09
158785	WARE, KENNETH	48.00
158786	WELLS FARGO CARD SERVICES INC	3,584.69
158787	WELLS FARGO CARD SERVICES INC	185.03
158788	WELLS FARGO CARD SERVICES INC	535.00
158789	WELLS FARGO CARD SERVICES INC	1,527.86
158790	WELLS FARGO CARD SERVICES INC	141.14
158791	WHENEVER COMMUNICATIONS, LLC	278.82
158792	ZENNER PERFORMANCE METERS, INC	100.00
158793	ADVANCE WORKPLACE STRATEGIES INC	67.00
158794	AIRGAS WEST	154.60
158795	ALL AMERICAN ASPHALT	132,126.99
158796	ALL WEATHER, INC	2,200.00
158797	ALTEC INDUSTRIES, INC.	8,362.77
158798	AMERICAN WATER WORKS ASSOC.	250.00
158799	ANIXTER, INC	525.82
158800	ARRETCHE, RAYMOND	12.00
158801	ARROW STAFFING SERVICE	2,327.89
158802	AUSTRUM, RICHARD & DIANA	143.78
158803	AVILA, CHRISTINA	220.50
158804	AVILA, VINCENT	1,219.12
158805	BABCOCK LABORATORIES, INC	900.00
158806	BANNING CHAMBER OF COMMERCE	15.00
158807	BEAUMONT CHERRY VALLEY WATER	13,083.96
158808	BEAUMONT DO IT BEST HOME CENTER	325.58
158809	BEAUMONT SAFE & LOCK	7.29
158810	BELL &, FRANK	255.01

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Warrant Number	Vendor Name	Warrant \$ Amount
158811	BOSTON, LINDA	149.97
158812	BUCHANON, CACHE	117.70
158813	CALOLYMPIC GLOVE & SAFETY CO, INC	462.75
158814	CAROLLO ENGINEERS	6,836.57
158815	CHAMPION WIRE & CABLE LLC	818.96
158816	CHARLES ABBOTT ASSOCIATES, INC	13,437.88
158817	CHRIS TAYLOR'S PLUMBING	826.53
158818	DEUSENBERRY, DANIEL	12.00
158819	DIAMOND ENVIRONMENTAL SERVICES	201.99
158820	DIAZ, RICK	76.00
158821	DINGMASTERS	3,290.96
158822	FARWEST LINE SPECIALTIES	4,005.98
158823	FINCHUM, ROY	40.07
158824	FOSTER, SCOTT	35.80
158825	FRONTIER COMMUNICATIONS	214.57
158826	GARCIA, DELPHINA	129.64
158827	GARDA CL WEST INC	51.70
158828	GONZALEZ, ARMIDA	79.23
158829	GRAINGER	603.68
158830	GRANDBERRY, RICHARA	99.75
158831	HASKELL REALTY	98.95
158832	IBEW LOCAL 47 RETIREE MEDICAL TRUST	2,072.05
158833	ICMA RETIREMENT TRUST 457	800.00
158834	JAYCOX CONSTRUCTION CNG	20,223.99
158835	KELLY, PATRICK	12.00
158836	LEIDOS ENGINEERING, LLC	7,886.21
158837	LOADER, MICHAEL	12.00
158838	MARINA LANDSCAPE, INC	1,315.00
158839	MEDINA, MOSES	16.00
158840	MEZA, ROSALVA	69.88
158841	NAPA AUTO PARTS	417.31
158842	NATIONWIDE RETIREMENT SOLUTIONS	1,045.00
158843	NOLAN, MIKE	12.00
158844	OFFICE DEPOT	331.17
158845	ONE SOURCE DISTRIBUTORS	31,080.48
158846	PARS	454.33
158847	PARTS AUTHORITY METRO, LLC	127.74
158848	PECSO, ARNEL & LUCY	18.07
158849	PRESS-ENTERPRISE, THE	706.50
158850	PRUDENTIAL OVERALL SUPPLY	641.08
158851	RANCHO PASEO MEDICAL GROUP	25.00
158852	REDLANDS YUCAIPA RENTALS, INC	66.00
158853	RIV. CO. FIRE DEPARTMENT	659,766.36
158854	RIV. CO. SHERIFF'S DEPT.	65.00
158855	RIV. CO. SHERIFF'S DEPT.	173.00
158856	RIV. CO. SHERIFF'S DEPT.	173.00
158857	RIV. CO. SHERIFF'S DEPT.	173.00
158858	RIV. CO. SHERIFF'S DEPT.	173.00
158859	RIV. CO. SHERIFF'S DEPT.	173.00
158860	RIVERSIDE COUNTY SHERIFF'S	30.00
158861	ROWELL, JOYCE	198.02
158862	SEGURA, JENNIFER	12.00
158863	SILVER & WRIGHT, LLP	5,983.49

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Warrant Number	Vendor Name	Warrant \$ Amount
158864	SMITH, BRANDON	12.00
158865	SOFTWARE ONE, INC	48,230.08
158866	SOUTHERN CALIFORNIA EDISON	974.86
158867	SOUTHERN CALIFORNIA EDISON COMPANY	1,437.00
158868	SOUTHERN CALIFORNIA JOINT POLE	653.62
158869	STEVEN ENTERPRISES INC	369.00
158870	STOEL RIVES, LLP	14,944.00
158871	SYNAGRO TECHNOLOGIES INC	2,718.46
158872	TAMMANY, NISSA	12.00
158873	THOMPSON, BETTY	136.58
158874	UNITED WATER WORKS, INC	4,341.86
158875	UNITED WAY OF THE INLAND VALLEY	107.00
158876	VERIZON WIRELESS	315.97
158877	VISTA PAINT	74.89
158878	WALKER, BRIAN	12.00
158879	WESCO DISTRIBUTION, INC	1,134.07
158880	WESTGATE LAS VEGAS RESORT & CASINO	846.93
158881	WINGLER, PEGGY	88.83
158882	WOLFE, TERRI V	87.35
158883	YOUNGBLOOD, RICHARD	12.00
158884	BARR, ZAKARRIYA	367.50
9005977	CA. ST. PUBLIC EMPLOYEES	129,963.64
9005978	CALPERS 457 PLAN - 450260	32,446.37
9005979	CALPERS 457 PLAN - 450260	31,215.58
9005980	CA. ST. PUBLIC EMPLOYEES	129,308.09
9005981	WELLS FARGO BANK	750.00
9005982	WELLS FARGO BANK	306,284.01
9005983	INTERNAL REVENUE SERVICE	139,415.17
9005984	CA. ST. EMPLOYMENT DEV. DEPT.	19,062.82
9005985	TASC	3,138.45
9005986	INTERNAL REVENUE SERVICE	2,133.32
9005987	CA. ST. EMPLOYMENT DEV. DEPT.	452.84
9005988	CA. ST. PUBLIC EMPLOYEES	131,303.74
9005989	CALPERS 457 PLAN - 450260	31,037.80
9005990	WELLS FARGO BANK	281,214.60
9005991	INTERNAL REVENUE SERVICE	118,694.65
9005992	CA. ST. EMPLOYMENT DEV. DEPT.	14,690.91
9005993	TASC	5,146.77
9005994	WELLS FARGO BANK	625.00
9005995	WELLS FARGO BANK	625.00
9005996	WELLS FARGO BANK	341,057.86
Grand Total		5,180,574.76
Less Voided / Reissued Checks from Prior Period		
- - -		
Less Voided Checks Prior Period		
- - -		
Add Payroll Checks		10,814.20
Total Remittance for Month		5,191,388.96

City of Banning
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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Transaction Amount	
936	3/12/2017	RIVERSIDE PUBLIC UTILITIES	189		670-7000-331.20-01	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	(145.21)	
					670-7000-356.38-10	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	(95,839.57)	
					670-7000-356.38-17	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	(7,158.33)	
					670-7000-356.38-20	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	(103,697.52)	
					670-7010-473.27-09	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	59,536.00	
					670-7010-473.27-50	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	1,218,028.33	
					670-7010-473.27-60	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	50,521.57	
					670-7010-473.27-70	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	251,767.94	
					670-7010-473.33-02	POWER EXPENSES PAID EXPENSES RECEIVED 02/2017	5,060.43	
						MAINT OF ICE MACHINE	557.81	
158441	3/2/2017	ADVANCE REFRIGERATION & ICE	42482	028308	001-2400-422.30-02	FEB DRUG & ALCTSTNG	326.90	
158442	3/2/2017	ADVANCE WORKPLACE STRATEGIES INC	3422133	028093	001-1300-412.33-32	AETNA HEALTH INS PREMIUMS MARCH 2017	68,974.64	
158443	3/2/2017	AETNA LIFE INSURANCE	MARCH 2017		001-0000-204.31-00		(1.86)	
158444	3/2/2017	AIR & HOSE SOURCE INC	272972		001-0000-201.10-00	SALES TAX	425.61	
158445	3/2/2017	AIRGAS WEST	9942605893	027908	702-3800-480.38-52	AIR HOSE FITTINGS	160.80	
158446	3/2/2017	AL'S KUBOTA TRACTOR	85138	027907	670-7000-473.45-05	NITROGEN	267.91	
			85144	027910	001-3600-461.30-06	EDGER BLADES/AUTOCUT	20.00	
			85145	027910	001-3600-461.30-06	PB-250 REPAIR	57.54	
158447	3/2/2017	ALTURA CREDIT UNION	20170303		001-3600-461.30-06	BR430 REPAIR	1,060.00	
158448	3/2/2017	ANIXTER, INC	3449331-00		001-0000-131.00-00	PAYROLL SUMMARY	393.73	
158449	3/2/2017	ARROW STAFFING SERVICE	000088848		670-0000-412.23-27	BOLTS WASHERS PO NUM 028271	2,428.00	
158450	3/2/2017	AT&T MOBILITY	9922351038XFFEB17		001-1900-412.23-27	ANNA JETTON W/E 2/18/17 SUSAN ROCK W/E 02/18/2017	1,092.76	
158451	3/2/2017	AUER, WILLIAM	999374722XFFEB17		001-2200-421.26-05	JAN 12,2017 - FEB 11,2017	186.60	
			MEALS 3/08-3/09		001-2200-421.23-06	FIREARMS TACTICAL RIFLE BASIC @ BEN CLARK TC	24.00	
158452	3/2/2017	AUTOMATED GATE SERVICES, INC.	115008	028249	001-3200-412.30-01	CITY YARD GATE REPAIR	135.00	
			115010	028249	001-2200-421.30-06	REPAIR ALESSANDRO GATE	155.00	
158453	3/2/2017	BABCOCK LABORATORIES, INC	BA72638-0030	028135	660-6300-471.23-32	COLIFORMS	60.00	
			BA72678-0030	028135	660-6300-471.23-32	COLIFORMS	36.00	
			BB72819-0030	028135	660-6300-471.23-32	PHYSICAL ANALYSIS	20.00	
			BB70153-0030	028135	680-8000-454.23-32	DISSOLVED SOLIDS	30.00	
			BB70316-0030	028135	660-6300-471.23-32	SUSPENDED SOLIDS	165.00	
			BB70357-0030	028135	660-6300-471.23-32	COLIFORMS	54.00	
			BB70564-0030	028135	660-6300-471.23-32	PHYSICAL ANALYSIS	298.07	
			4553288	028340	148-2215-421.89-53	PRYME-15" COILD RX EARPC	776.89	
			4553289	028340	148-2215-421.89-53	MOTPLUS JACK/COIL CORD	26,758.00	
158454	3/2/2017	BEAR COMMUNICATIONS, INC			660-6300-471.42-43	JOINT USE AGREEMENT PREPARATION OF 2016 RPRT	5.16	
158455	3/2/2017	BEAUMONT DO IT BEST HOME CENTER	B-176			SPRAY LUBRICANT	10.76	
158456	3/2/2017	BEAUMONT BASIN WATERMASTER		435223	027915	001-3200-412.30-02	BATTERIES	29.37
				435461	027915	001-3200-412.30-02	SENIOR CENTER REPAIRS	37.70
				435835	027915	100-4900-431.36-00	RESPIRATORS	32.22
				435967	027915	100-4900-431.38-54	GRAFFITI PAINT	234.41
				435983	027915	610-5800-351.35-80	BUS TICKET RECONCILIATION JANUARY 2017	175.00
				2017-04		001-3200-412.30-02		700.00
				33565	028084	001-2200-421.33-31	23152 BLD ANALYSIS	218.00
				33670	028084	001-2200-421.33-31	23152 BLD ANALYSIS	10.70
				VISION REIMB 17	761-3100-480.25-10	EYEWEAR REIMBURSEMENT 2017	3,078.05	
				MILEAGE 2/23/17	001-2800-441.25-05	REGULAR MEETING 3/1/17 DELIVER PC AGENDA PACKETS	2,732.73	
				0153344	028259	661-6300-471.90-78	INTEGRATED WATER PLAN	2,470.22
					662-6300-471.90-10	INTEGRATED WATER PLAN	202.19	
					681-8000-454.90-78	INTEGRATED WATER PLAN	691.63	
					PD LOCKER ROOM URINAL		2,138.76	
				8138	028199	001-3200-412.30-02	TERM LIFE INSURANCE PREMS FEBRUARY 2017	
				3229614-0301613	001-0000-204.80-02	001-0000-204.80-02	CANCER PREMIUMS FOR FEBRUARY 2017	

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158491	3/2/2017	O'REILLY AUTO PARTS	2678-438512	028031	702-3800-480.38-52	AIR FITTERS	33.17
			2678-439492	028031	702-3800-480.38-52	STARTER	93.23
			2678-440114	028031	702-3800-480.36-00	PURPLE POWER CLEANER	28.00
			2678-440145	028031	702-3800-480.38-52	#832 OIL SEALS	44.11
			2678-440184	028031	702-3800-480.38-52	#612 WIPER REFILL	6.29
158492	3/2/2017	OFFICE DEPOT	900996492001	027936	001-4000-461.36-00	OFFICE SUPPLIES	98.33
					001-4060-461.36-00	OFFICE SUPPLIES	98.33
					610-5800-434.36-00	OFFICE SUPPLIES	98.33
					610-5800-434.36-00	OFFICE SUPPLIES	98.33
158493	3/2/2017	ON TRAC	8571516	027938	001-3000-442.23-04	ENGINEERING S & H	48.52
158494	3/2/2017	P&P UNIFORMS	40785/4	027987	001-2200-421.36-04	M.RODRIGUEZ-DUTY BELT EXC	15.76
158495	3/2/2017	PACKHAM & TOOHEY, INC	021517	028102	702-3800-480.30-06	YARD FUEL TANK INSPECTION FEBRUARY 2017	125.00
158496	3/2/2017	PARKHOUSE TIRE, INC.	2030152806	028028	702-3800-480.23-49	INV TIRES	3.50
					702-3800-480.38-52	INV TIRES	189.60
					702-3800-480.23-49	INV TIRES	14.00
					702-3800-480.38-52	INV TIRES	908.38
158497	3/2/2017	PARS	20170303		001-0000-204.25-00	PAYOUT SUMMARY	449.08
158498	3/2/2017	PRESS-ENTERPRISE, THE	0010891825	027940	001-3600-461.90-37	REPLIER PARK DESIGN PARKING LOT	296.10
			0010891832	027940	001-3000-442.23-01	ON CALL ENG. SERVICES	289.80
					761-3110-480.25-02	FSR UNIFORMS - CREDIT	(71.12)
					761-3110-480.25-02	FSR UNIFORMS	96.95
					761-3110-480.25-02	FSR UNIFORMS	25.83
					761-3110-480.25-02	FLEET UNIFORMS/TOWELS	11.68
					702-3800-480.23-16	FLEET UNIFORMS/TOWELS	23.50
					702-3800-480.25-02	FLEET UNIFORMS/TOWELS	15.20
					100-4900-431.25-02	STREET UNIFORMS	6.65
					001-3600-461.25-02	PARKS UNIFORMS	25.83
					001-3600-461.25-02	PARKS UNIFORMS	50.00
					660-6300-471.25-02	UNIFORMS-WASTEWATER	15.00
					680-8000-454.25-02	UNIFORM SERVICE	6.50
					001-4000-461.23-16	UNIFORM SERVICE	14.25
					610-5800-434.23-16	UNIFORM SERVICE	51.13
					610-5800-434.25-02	UNIFORM SERVICE	6.64
					610-5850-434.25-02	UNIFORM SERVICE	11.68
					702-3800-480.23-16	FLEET UNIFORMS/TOWELS	23.50
					702-3800-480.25-02	FLEET UNIFORMS/TOWELS	15.20
					100-4900-431.25-02	STREET UNIFORMS	6.65
					001-3600-461.25-02	PARKS UNIFORMS	25.83
					761-3110-480.25-02	FSR UNIFORMS	6.50
					001-4000-461.23-16	UNIFORM SERVICE	14.25
					610-5800-434.23-16	UNIFORM SERVICE	58.08
					610-5850-434.25-02	UNIFORM SERVICE	6.64
					702-3800-480.23-16	FLEET UNIFORMS/TOWELS	11.68
					702-3800-480.25-02	FLEET UNIFORMS/TOWELS	23.50
					100-4900-431.25-02	STREET UNIFORMS	15.20
					001-3600-461.25-02	PARKS UNIFORMS	6.65
					761-3110-480.25-02	FSR UNIFORMS	25.83
					001-3600-461.25-06	INSTALL METAL PANELS @ AIRPORT	16.00
					001-3600-461.90-37	REPLIER PARK DESIGN PARKING LOT	192.12
					001-3000-442.23-01	ON CALL ENG. SERVICES	178.88
					001-40498	027945	001-40498
					001-40505	027945	001-40505
					028309	027945	028309
					001-2200-421.30-06	SCISSOR LIFT RENTAL	392.12
					001-2200-421.30-06	B/W & COLOR COPIES W793P102594 & W795P402369	48.89
					AR41320		

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158503	3/2/2017	RELIABLE WORKPLACE SOLUTIONS	AR41321		001-2200-421.30-06	B/W & COLOR COPIES E183MA10503	291.09
158504	3/2/2017	RIV. CO. CLERK RECORDER	AR41323	APN 541-260-011	001-2200-421.30-06	B/W & COLOR COPIES W794P900072	14.68
158505	3/2/2017	RIV. CO. CLERK RECORDER		APN 540-124-002	001-2740-442.23-07	REAL ESTATE FRAUD TRUST	30.00
158506	3/2/2017	RIV. CO. CLERK RECORDER		APN 540-041-009	001-2740-442.23-07	RELEASE PEND/LIEN BY GOV	39.00
158507	3/2/2017	ROBERTSON'S SAN GORGONIO PASS DESIGN AND PRINT	937207	027948	660-6300-471.45-17	REAL ESTATE FRAUD TRUST	10.00
158508	3/2/2017	SANDOVAL, ANA	9415	027951	001-2200-421.23-02	RCB-RCY CON BASE DEUSENBERRY BUS. CARDS	13.00
158509	3/2/2017	SIEMENS INDUSTRY, INC	MEAL 2/03/17		001-4000-461.25-06	RELEASE PEND/LIEN BY GOV	30.00
158510	3/2/2017	SITEONE LANDSCAPE SUPPLY	5610045136	028207	100-4900-431.30-09	TRAFFIC SIGNAL MAINT JAN	404.37
158511	3/2/2017	SKINNER, DEBORAH & ROY	79225841	028147	100-4900-431.36-00	SHOVEL,RAKE,TURF MARK	25.86
158512	3/2/2017	SMART & FINAL	JUL 16 - DEC 16		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JUL 2016- DEC 2016	16.00
158513	3/2/2017	SMITH, BRANDON	164383	027953	201-4050-446.36-00	SR CTR VALENTINES PARTY	630.00
158514	3/2/2017	SOUTHERN CALIFORNIA EDISON COMPANY	MEALS 3/13-3/16		201-4060-446.36-65	BLACK HISTORY EVENT SR CT	244.75
158515	3/2/2017		7500663920	028304	670-7000-471.27-06	2017 E GANG CONF	152.44
			7500722411	028304	670-7000-473.27-11	FORM 44	46.32
			7500727591	028304	670-7000-473.27-11	FORM 44	101.09
158516	3/2/2017	STANTEC CONSULTING SERVICES, INC	1162159	028220	836-9500-490.93-15	RAMSEY & HATHAWAY DESIGN	48.00
158517	3/2/2017	STERLING TALENT SOLUTIONS	7099652	028209	001-1300-412.33-11	JAN BKGRND INV FEES	1,352.00
158518	3/2/2017	SUEZ BANNING	20170029	028037	680-8000-454.23-38	LIFT STATION MAINTENANCE	23.00
158519	3/2/2017	SUNGARD PUBLIC SECTOR INC	133333	028222	761-3100-480.23-52	JAN 2017 TRANS MNGR	515.33
158520	3/2/2017	SUNRISE SERVICES	33	028064	001-3200-412.36-03	JANITORIAL SUPPLIES	12,215.00
			34	028064	001-3200-412.36-03	JANITORIAL SUPPLIES	494.19
158521	3/2/2017	SUPER SUBS +	02242017	028237	001-1300-412.41-16	JAN 2017 TRANS MNGR	1,580.45
158522	3/2/2017	TIME WARNER CABLE	PD 02/03/2017		001-2200-421.26-09	125 E RAMSEY ST - MAR 2017 ACCT # 8448410810014567	196.99
158523	3/2/2017	TRI-STAR CONTRACTING II, INC	180216ER	027802	660-0000-232.00-00	RETENTION PROJECT 2015-01	3,460.74
158524	3/2/2017	UNITED TRANSMISSION EXCHANGE	0120168		702-3800-480.30-05	#221 REAR MAIN SEAL REP. PO NUM 028237	676.18
				028237	702-3800-480.30-05	#221 REAR MAIN SEAL REP.	7.53
158525	3/2/2017	UNITED WAY OF THE INLAND VALLEY	20170303		001-0000-204.60-00	PAYROLL SUMMARY	1,047.20
			173381	028297	660-6300-471.45-16	GAUGE 4' PILOT TUBE	107.00
158526	3/2/2017	USABLUEBOOK	2017-320422-00	028268	100-4900-431.38-54	GRAFFITI PAINT	87.13
158527	3/2/2017	VISTA PAINT	15009-14	027433	855-9500-490.90-30	ROOSEVELT WILLIAMS DESIGN	53,620.83
158528	3/2/2017	V2C GROUP, INC	FM 3195 FEB17		670-7000-473.23-05	MASON-TAXI CAB-CMUA CONF SITO A SACRAMENTO	237.05
158529	3/2/2017	WELLS FARGO CARD SERVICES INC				MASON-CMUA PARKING ON TARO AIRPORT	4,101.52
						BUSELL VACUUM & MOP AMAZON	63.00
158530	3/2/2017	WELLS FARGO CARD SERVICES INC	MC 0783 FEB17		001-1000-411.23-05	D. ANDRADE - MEALS HYATT REGENCY-SAC 1/17-20	36.00
					001-1000-411.36-07	CITY COUNCIL SPECIAL MTG STATERS BROS	143.12
						FOOD - CITY COUNCIL MTG JOHNNY RUSSO'S	163.77
						MEALS - CITY COUNCIL MTG CONSUELO'S	102.64
						COMM DEVLPMT DIR JOB AD LEAGUE OF CA CITIES	14.81
						EL. OPERATNS MGR JOB AD YOURMEMBERSHIP.COM - APPA	30.15
						EL. OPERATNS MGR JOB AD YOURMEMBERSHIP.COM - POWER	94.49
						PD - MEMOREX CD LABELS AMAZON	178.44
						001-2200-421.36-62	250.00
						001-2210-421.23-06	391.60
158531	3/9/2017	ADVANCE WORKPLACE STRATEGIES INC	342347		001-3800-480.33-32	C YOUNGBLOOD - MAY 22-25 HOLIDAY INN SAN CLEMENTE	155.77
158532	3/9/2017	AIR & HOSE SOURCE INC	273801		001-3800-480.38-52	C GUERRERO - ISL-G TRAINING BW HOTELS.COM 2/08-09	92.22
158533	3/9/2017	ALL AMERICAN ASPHALT	000036891		001-0000-218.22-22	MALE JIC	4.22
						UB CR REFUND-FINALS 000054378	225.17

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158534	3/9/2017	ANDRADE, DANIELA	MEAL 1/17 MEAL 1/18	001-1000-411.23-05 001-1000-411.23-05	COUNCILMEMBER	DINNER IN SACRAMENTO 1/17 NEW MAYOR & BREAKFAST & DINNER 1/18 NEW MAYOR & COUNCILMEMBER	20.00 28.00
158535	3/9/2017	ANIXTER, INC	TAXI 1/18/17 TAXI 1/20/17 3374362-01	001-1000-411.23-05 001-1000-411.23-05 670-0000-131.00-00	ACSR SWAN PO NUM 028252	TAXI - RESTAURANT - HOTEL NEW MAYOR & COUNCILMEMBER TAXI - HOTEL TO AIRPORT NEW MAYOR & COUNCILMEMBER BOLTS PO NUM 028254	5.50 14.19 63.03
158536	3/9/2017	BABCOCK LABORATORIES, INC	3436872-00 BB70626-0030 BB71355-0030 BB71686-0030 BB71687-0030 000089111	028135 028135 028135 028135 028135 001-0000-218.22-22	680-8000-454.23-32 660-6300-471.23-32 660-6300-471.23-32 680-8000-454.23-32 680-8000-454.23-32 UB CR REFUND-FINALS 000005354	DISSOLVED SOLIDS COLIFORMS PHYSICAL ANALYSIS DISSOLVED SOLIDS DISSOLVED SOLIDS EYEWEAR REIMBURSEMENT 2017	2,486.68 20.00 165.00 54.00 20.00 83.23
158537	3/9/2017	BARRETT, ROBERT T	FEBRUARY 2017	027914	660-6300-461.23-15	YOGA CLASS INSTRUCTOR FEBRUARY 2017	250.00
158538	3/9/2017	BARSTOW, CINDY M		027915	702-3800-480.38-52	INV BATTERIES	63.00
158539	3/9/2017	BARTON, JUDITH MARGARET		027915	001-1000-411.23-05	WELCH - BREAKFAST MTG 03/10/2017	281.07
158540	3/9/2017	BATTERY SYSTEMS, INC	3892779	027915	702-3800-480.30-02	FLEET/WATER HEATER	25.00
158541	3/9/2017	BEAUMONT CHAMBER OF COMMERCE	436110	027915	600-5100-435.30-02	AIRPORT BUILD MAINT	280.23
158542	3/9/2017	BEAUMONT DO IT BEST HOME CENTER	436126	027915	600-5100-435.30-02	SEC TEE CREDIT RETURN T30 SEC TEE	21.53
			436130	027915	001-3200-412.30-02	PD DRAINAGE REPAIR	(14.44)
			436349	027915	001-3200-412.30-02	CH METAL HALIDE BULB	116.04
			436377	027915	001-2300-424.33-90	ACO SERVICES DEC 2016	35.55
			2017-06			ACO SERVICES NOV 2016	8,417.54
						ACO SERVICES OCT 2016	10,208.84
						11,083.18	
158543	3/9/2017	BEAUMONT, CITY OF					
158544	3/9/2017	BENHAR, DIANA T	FEBRUARY 2017	001-4000-461.23-15	ALL ZUMBA CLASSES FEBRUARY 2017	HIP HOP CLASS INSTRUCTOR FEBRUARY 2017	332.50
158545	3/9/2017	BOURGEOIS, THEODORE	000086405	001-0000-218.22-22	UB CR REFUND-FINALS 000002980	UB CR CORE PROCESSOR	66.50
158546	3/9/2017	BROADCAST MICROWAVE SERVICES, INC	SI-107459	028301	148-2215-421.89-48	M7 CPU CORE PROCESSOR	82.63
158547	3/9/2017	CAH 2014-2 BORROWER	000094041	001-0000-218.22-22	UB CR REFUND-FINALS 0000039670	7,116.80	
158548	3/9/2017	CALIFORNIA LAW ENFORCEMENT ASSOC	LAM, A 3/15/17	001-2200-421.23-06	A. LAM -CLEAR'S MEETING 3/15/17 BASIC EXCEL RDLND	1/4.06	
158549	3/9/2017	CALIFORNIA LAW ENFORCEMENT ASSOC	VARGAS, M 3/15	001-2200-421.23-06	VARGAS, M. -CLEAR'S MTG 3/15/17 BASIC EXCEL RDLND	20.00	
158550	3/9/2017	CALIFORNIA WATER ENVIRONMENT	ID 000337121	680-8000-454.23-03	J. MOLEDOUR MEMBERSHIP RENEWAL	25.00	
158551	3/9/2017	CALIFORNIA WATER ENVIRONMENT	ID 000040511	680-8000-454.23-03	C. THORNTON MEMBERSHIP RENEWAL	172.00	
158552	3/9/2017	CALLAHAN, BRIAN	MEALS 3/21-22	001-2200-421.23-06	LESS LETHAL INSTRUCTORS COURSE @ CORONA PD	24.00	
158553	3/9/2017	CARLIN, BRIDGETTE	000092383	001-0000-218.22-22	UB CR REFUND-FINALS 0000020024	60.19	
158554	3/9/2017	CARTE GRAPH SYSTEMS INC.	SIN002827	001-3000-442.23-06	IMPLEMENTATION SVCS	3,000.00	
158555	3/9/2017	CASTELLANOS, ANTONIO	000090383	001-0000-218.22-22	UB CR REFUND-FINALS 000009514	56.30	
158556	3/9/2017	CASTILLO, GUILLERMO	000083427	001-0000-218.22-22	UB CR REFUND-FINALS 000009208	84.12	
158557	3/9/2017	CDW GOVERNMENT, INC	GSR9840	027918	702-3800-480.89-48	FLEET MONITORS	963.39
			GTB2322	027918	702-3800-480.89-48	FLEET/SWITCH	312.19
			GTJ5260	027918	702-3800-480.89-48	FLEET COMPUTER	593.65
			GTK7077	027918	702-3800-480.89-48	FLEET/PALM SUPPORT	14.51
			GZB2789	027918	702-3800-480.89-48	FLEET-PRINTER	442.60
			GZB6880	027918	001-3200-412.89-48	BLDG MNT /MONITOR	592.22

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158557	3/9/2017	CDW GOVERNMENT, INC	GZD3232	027918	702-3800-480.89-48	FLEET COMP. HUB	79.10	
158558	3/9/2017	CLA-VAL	712518	028303	660-6300-471.45-08	AUTOMATIC VALVE PARTS	1,555.25	
			712522	028303	660-6300-471.45-08	KIT,RPPT PARTS	73.27	
158559	3/9/2017	COGBILL, IRENE JANE	712581	028303	660-6300-471.45-08	REPAIR C5 CONTROLLER	694.99	
158560	3/9/2017	CREASON & AARVIG, LLP	FEBRUARY 2017		001-4000-461.23-15	TOT-TIME CLASS INSTRUCTOR FEBRUARY 2017	311.50	
158561	3/9/2017	CV STRATEGIES	31308	028330	700-5040-480.33-01	LEGAL FEES	2,472.32	
			3749	028330	001-1200-412.33-11	COMMUNICATIONS CONSULTING	4,428.75	
158562	3/9/2017	DANGELO CO	3816	028330	001-1200-412.33-11	STRATEGIC COMM DEC 2016	2,332.83	
158563	3/9/2017	DIAMOND HILLS CHEVROLET BUICK GMC	3863	028330	001-1200-412.33-11	STRATEGIC COMM NOVEMBER 2016	1,575.00	
			S1297783.001	660-0000-131.00-00	PIPE, BLIND ELG STEEL PO NUM 028311		88.44	
158564	3/9/2017	DIAZ, RICK	15539	028027	702-3800-480.30-05	#17 ADISUT CAMBER	142.50	
158565	3/9/2017	ESPINOZA, LYNETTE M	15543	028027	702-3800-480.30-05	#19 SET CAMBER	125.00	
158566	3/9/2017	FLEET SERVICES INC	MEAL 3/15/17	670-7000-473.23-06	WSTRN UNDRGRND COMM GENRL CONF 3/15-3/16		20.00	
158567	3/9/2017	FOX OCCUPATIONAL MEDICAL CENTER	FEBRUARY 2017	001-4000-461.23-15	BALLET CLASS INSTRUCTOR FEBRUARY 2017		192.50	
158568	3/9/2017	GARCIA SALES	5270540059	028036	702-3800-480.38-52	LED MINIBAR	375.43	
			55361-78005	027927	660-6300-471.33-32	DOT EXAMS	70.00	
158569	3/9/2017	GAS COMPANY, THE	000092469	001-0000-218.22-22	UB CR REFUND-FINALS 000018256		140.00	
158570	3/9/2017	GOVERNMENT FINANCE OFFICERS ASSN	1339245907FB17	660-5100-435.26-06	408 S HATHAWAY ST JAN 20,2017 - FEB 21,2017		127.33	
158571	3/9/2017	GUERRERO, CHRISTOVAL	0171844-2017	001-1900-412.23-03	S.COOK-MEMBERSHIP 03/01/2017 - 02/28/2018		33.38	
158572	3/9/2017	HASKELL REALTY	MEAL 2/8,14-16	702-3800-480.23-06	MEALS FOR ISLG TRNING IN COMPTON 2/08-9,2/14-16		375.00	
158573	3/9/2017	HD SUPPLY WATERWORKS, LTD	0000216777	001-0000-218.22-22	UB CR REFUND 000012760		58.68	
158574	3/9/2017	HEMET OIL COMPANY	G775757	660-0000-131.00-00	GATE VALVE PO NUM 028313		163.78	
			2257708	702-3800-480.36-11	FLEET UNLEADED FUEL		1,892.82	
158575	3/9/2017	HYATT REGENCY ORANGE COUNTY	32GJH7K5	702-3800-480.36-11	FLEET DIESEL FUEL		17,211.26	
158576	3/9/2017	I E D C	2017 TRAINING	001-2200-421.23-06	A. CUNNING- 4/02-4/07 CAPE ANNUAL TRAINING		3,674.89	
158577	3/9/2017	IMAX REALTY & MORTGAGE	000087907	001-1210-412.23-05	T. SHOVE - MAY 4-5,2017 BUSINESS RETENTION & EXPN		984.55	
158578	3/9/2017	INFOSEND, INC	117462	028072	001-0000-218.22-22	UB CR REFUND-FINALS 000054096		490.00
158579	3/9/2017	INLAND LIGHTING SUPPLIES INC	205652	028265	001-1210-480.23-02	BILLING SRVC 2/20-2/24	142.31	
158580	3/9/2017	INLAND WATER WORKS SUPPLY CO.	290840	660-0000-471.30-02	761-3100-480.23-04	BILLING SRVC 2/20-2/24	121.17	
158581	3/9/2017	JENKINS & HOGIN, LLP	24450	761-3100-480.33-11	761-3100-480.33-11	BILLING SRVC 2/20-2/24	821.52	
				660-6300-471.30-02	MAX LITE 200W		172.07	
158582	3/9/2017	KELLY, PATRICK	MEALS 3/21-23	660-0000-131.00-00	8" DI FIG MI SSB ADAPTER PO NUM 028312		161.63	
158583	3/9/2017	LEAGUE OF CALIFORNIA CITIES	LOCC 3/13/17	002-0000-222.30-33	LEGAL SERVICES FEBRUARY 2017		480.13	
				002-0000-222.35-00	LITIGATION SERVICES FEBRUARY 2017		240.00	
				002-2800-361.41-02	LEGAL SERVICES FEBRUARY 2017		380.00	
					LITIGATION SERVICES FEBRUARY 2017		(240.00)	
					LEGAL SERVICES FEBRUARY 2017		(380.00)	
					LITIGATION SERVICES FEBRUARY 2017		240.00	
					ADJUSTMENT DECEMBER UNDERPAID		380.00	
					GENERAL LEGAL SERVICES FEBRUARY 2017		50.00	
					LITIGATION SERVICES FEBRUARY 2017		18,486.00	
					ASSERTIVE SUPERVISION TRAINING MEALS 3/21-23		280.00	
					LOC C RVRSD CNTY MTG FRANKLIN - 3/13/17 DIVSN		120.00	
					LOC C RVRSD CNTY MTG MOYER - 03/13/17 DIVSN		35.00	
					LOC C RVRSD CNTY MTG WELCH - 03/13/17 DIVSN		35.00	
					COSA		2,769.68	
158584	3/9/2017	LEIDOS ENGINEERING, LLC	INV-0004123627	027713	670-7000-473.33-11	SAFETY SERVICES INSTRCTR FEBRUARY 2017		
158585	3/9/2017	LEROUGE, JERRY D	FEBRUARY 2017		001-4000-461.23-15	SAFETY SERVICES INSTRCTR FEBRUARY 2017		35.00
158586	3/9/2017	LUEVANO, LORRINA	000073393		001-0000-218.22-22	UB CR REFUND-FINALS 000008466		84.06
158587	3/9/2017	MARIN CONSULTING ASSOCIATES	KELLY - TUITION ASSERTIVE SUPERVISION		001-2200-421.23-06	P. KELLY - TUITION ASSERTIVE SUPERVISION		300.00
158588	3/9/2017	MELANIE'S CUPCAKES & BAKED GOO	000090673		001-0000-218.22-22	UB CR REFUND-FINALS 000018312		15.01
158589	3/9/2017	VISION REIMB	VISION REIMB		001-1300-412.25-10	EYEWEAR REIMBURSEMENT 2017		250.00

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158590	3/9/2017	MITSUBISHI ELECTRIC & ELECTRONICS	302248	028200	001-3200-412.30-02	PD ELEVATOR MAINT	292.00
158591	3/9/2017	MORCK, ROBERT H & FLORENCE E	000052187	001-0000-218.22-22	UB CR REFUND 000017112		2,500.00
158592	3/9/2017	MOYER, GEORGE	TRAVEL 01/30/17	001-1000-411.23-05	SHUTTLE, TAXI & FOOD CMUA CAPITOL DAY - SAC		72.97
158593	3/9/2017	NAPA AUTO PARTS	000029	028032	702-3800-480.38-52	#201 THERMOSTAT/SWITCH	88.71
			997848	028032	702-3800-480.38-52	DISC BRAKE PADS	59.55
			997886	028032	702-3800-480.38-52	DISC BRAKE PADS ORNL INV 997848 2/13/17	(59.55)
			999330	028032	702-3800-480.38-52	#230 SERP. BELT	48.48
			999889	028032	702-3800-480.38-52	BATTERY	123.19
			999910	028032	702-3800-480.38-52	CORE DEPOSIT	(19.40)
			17-25	001-2200-421.23-06	B. CALLAHAN - TUITION LESS LETHAL INSTRUCTOR'S		277.00
			000089409	001-0000-218.22-22	UB CR REFUND 000018768		62.02
			901712673001	027936	001-4500-412.36-00	OFFICE SUPPLIES	164.43
			55381289.003	670-0000-131.00-00	SIL COUPLING PO NUM 028272		30.06
			62-040309	028033	702-3800-480.38-52	#17 SHOCKS/SUSPENSION	971.57
			65-374872	028033	702-3800-480.38-52	#19 SHOCKS/SUSPENSION	187.77
			91-040132	028033	702-3800-480.38-52	#17 BRAKE PADS	75.04
			91-041274	028033	702-3800-480.38-52	#17 SUSPENSION	155.83
			91-041288	028033	702-3800-480.38-52	#231 AIR FILTER	11.01
			94-039821	028033	702-3800-480.38-52	#19 SHOCKS	67.98
			41413	028177	001-1300-412.33-11	FEB COBRA ADMIN	110.00
			3081	001-2200-421.41-20	B. SMITH - USB DRIVE CASE # 17-171		21.54
			3082	001-2200-421.36-00	ARRETCH - DESERT PALMS DRY CLEAN JACKET (MILES)		10.00
			3083	001-2200-421.41-20	NOLAN - RIV CO PARKING PRE-LIM #16-2344		6.00
			3084	001-2200-421.41-20	NOLAN - # 17-171 BLEACH - HOMICIDE CLEANUP		7.24
			3085	001-2200-421.23-06	NOLAN - PARKING RIVERSIDE SACA TRAINING @ DA'S OFF		13.50
			3086	001-2200-421.41-20	B WALKER - USB FLASH DRIV CASE # 17-171		20.46
			3087	001-2200-421.23-06	R ARRETCH - FUEL REIMB EO/C TRAINING IN SAN BERN		25.00
			001089585	027940	660-6300-471.23-01	IRWM PROGRAM DEV.	277.20
			0010899462	027940	111-4900-432.23-01	LMD DESIGN	285.20
			0010899467	027940	660-6300-471.90-78	RFP #17-011 CHROMIUM	252.00
			181445755FEB17	001-1200-412.23-03	5 WEEK / 7 DAY DELIVERY FEBRUARY 2017		27.40
			489A-11	027605	660-6300-471.45-08	SCADA SYSTEM UPGRADE	5,776.00
			22381628	027959	670-7000-473.25-02	EL UNIFORMS	186.19
			22384953	027959	660-6300-471.25-02	UNIFORMS-WATER	50.00
			22384954	027959	680-8000-454.25-02	UNIFORMS-WASTEWATER	15.00
			22384971	027959	670-7000-473.25-02	EL UNIFORMS	157.19
			22388312	027959	660-6300-471.25-02	UNIFORMS-WATER	50.00
			22388313	027959	680-8000-454.25-02	UNIFORMS-WASTEWATER	15.00
			22388314	027959	001-4000-461.23-16	UNIFORM SERVICE	6.50
				610-5800-434.23-16	UNIFORM SERVICE	16.75	
				610-5800-434.25-02	UNIFORM SERVICE	54.88	
				610-5850-434.25-02	UNIFORM SERVICE	6.64	
				702-3800-480.23-16	FLEET UNIFORMS/TOWELS	11.68	
				702-3800-480.25-02	FLEET UNIFORMS/TOWELS	23.50	
				100-4900-431.25-02	STREET UNIFORMS	15.20	
				001-3600-461.25-02	PARKS UNIFORMS	6.65	
				001-3600-471.23-01	IRWM PROGRAM DEV.	185.50	
				660-6300-471.90-78	CHROMIUM-6 COMPLIANCE	212.00	
				001-0000-218.22-22	UB CR REFUND 00015510		
				111-4900-432.23-33	LMD VALUE ROLL PDC FOR FEB-17	59.26	
				001-2200-421.23-06	DERRILL HOCHSTEIN-TUITION 04/03-04/07 BASIC CRIM/INL	63.75	
				670-7000-473.23-06	WSTRN UNDRGRND COMM GENRL CONF 3/15-3/16	169.00	
					MEAL 3/15/17	20.00	

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158609	3/9/2017	ROCK, MICHAEL	MEAL 2/10/17		001-1200-412.23-05	CITY MANAGER EXPENSE REIMB -LOCC 2/08-2/10 MONTEREY CA	12.00
			MEALS 2/03/17		001-1200-412.23-05	CITY MANAGER EXPENSE REIMB -LOCC 2/08-2/10 MONTEREY CA	40.00
			MEALS 2/09/17		001-1200-412.23-05	CITY MANAGER EXPENSE REIMB -LOCC 2/08-2/10 MONTEREY CA	28.00
			TAXI	028316	001-1200-412.23-05 673-7000-473.96-34	CITY MANAGER EXPENSE REIMB -LOCC 2/08-2/10 MONTEREY CA INPUT MODULE	13.36
158610	3/9/2017	ROYAL WHOLESALE ELECTRIC	6441-528948		001-1300-412.25-09	TUITION REIMB 2016-2017 BCI 351 FORENSIC SCIENCE	1,608.15
158611	3/9/2017	SEGURA, JENNIFER	000093151		001-0000-218.22-22	UB CR REFUND-FINALS 000017688	405.00
158612	3/9/2017	SHIPP, DIANE H	MEAL 3/15/17		670-7000-473.23-06	WSTRN UNDRGRND COMM GENRL CONF 3/15-3/16	15.39
158613	3/9/2017	SMITH, JASON	19179	028038	670-7000-473.90-15	INSPECTION	20.00
158614	3/9/2017	SO CAL WEST COAST ELECTRIC, INC	FACID 30664	028324	660-6300-471.41-04	REGISTRATION FOR BURNERS	950.00
158615	3/9/2017	SOUTH COAST AIR QUALITY	2015215049FEB17		660-6300-471.26-04	WELL 11 - 7072 PLANT E-51AN 12/2017 - FEB 13,2017	198.13
158616	3/9/2017	SOUTHERN CALIFORNIA EDISON	2015215072FEB17		660-6300-471.26-04	WELL 9 - 7070 PLANT D-5 JAN 12/2017 - FEB 13,2017	43.39
			2196273304FEB17		660-6300-471.26-04	WELL 10 - 7071 PLANT E-51AN 12/2017 - FEB 13,2017	34.08
158617	3/9/2017	STOUT, DORIS J	000024245		660-6300-471.26-04	DEL RITA BOOSTER STATION JAN 12,2017 - FEB 13,2017	780.92
158618	3/9/2017	STUART, DAMON	MEAL 3/15/17		670-7000-473.23-06	WSTRN UNDRGRND COMM GENRL CONF 3/15-3/16	64.51
158619	3/9/2017	SUEZ BANNING	201729987	028037	670-7000-454.23-38	MONTHLY O&M FEE	287.78
158620	3/9/2017	SUPER SUBS +	03012017		660-6300-471.36-07	FLUME MEETING	55,047.00
158621	3/9/2017	SWAY 2014-1 BORROWER,LLC	000090715		001-0000-218.22-22	UB CR REFUND 000051224	56.05
158622	3/9/2017	SZOYKA, CARL	70620006096		100-4900-431.36-00	AA & AAA BATTERIES	1.95
158623	3/9/2017	UNITED STATES POSTAL SERVICE	POSTAGE MAR 17		001-4500-412.23-04	POSTAGE FOR METER	26.20
158624	3/9/2017	VISTA PAINT	2017-333024-00	028268	600-5100-435.30-01	AIRPORT TRAFFIC PAINT	5,000.00
			2017-333349-00	028268	600-5100-435.30-01	AIRPORT TRAFFIC PAINT	205.59
			2017-335572-00	028268	001-3600-451.30-01	SKATE PARK PAINT	102.79
158625	3/9/2017	VULCAN MATERIALS	71367633	027960	660-6300-471.45-17	COLD MIX	237.05
158626	3/9/2017	WESTERN RIVERSIDE COUNCIL	FEB 1-FEB 28		001-0000-223.23-00	TUMF PAYMENT -PRMT 16-384 300 S HIGHLAND SPRINGS #A	1,690.59
158627	3/9/2017	WHITE STAR CAPITAL LLC	000075301		001-0000-218.22-22	UB CR REFUND-FINALS 000019388	83,542.36
158628	3/9/2017	ZUELSDORF, MARIANAL	000030621		001-0000-218.22-22	UB CR REFUND-FINALS 000020902	28.83
158629	3/16/2017	ADVANCE WORKPLACE STRATEGIES INC	344059	028093	001-1300-412.33-32	DRUG TEST CHARGES	247.74
158630	3/16/2017	AL'S KUBOTA TRACTOR	86125	027910	001-3600-461.30-06	REPAIR HEDGE TRIMMER	52.00
158631	3/16/2017	ALBERT A. WEBB ASSOCIATES	170556	028227	451-3600-461.90-69	LINS PARK EXP. ENV STUDY	136.86
158632	3/16/2017	ALTURA CREDIT UNION	20170317		001-0000-204.80-06	PAYROLL SUMMARY	938.00
158633	3/16/2017	AMERICAN FORENSIC NURSES	69015	027996	001-2200-421.33-31	NURSE STANDBY FEE APR17	1,060.00
			69017	027996	001-2200-421.33-31	BLOOD DRAW OFCR EXPOSURE	800.00
			69070		23153 BLOOD DRAWS (5)		50.00
			69081	027996	001-2200-421.33-31	BLOOD DRAWS 23152'S	250.00
			69081	028245	660-6300-471.45-08	CONDUCTOR CABLE	200.00
158634	3/16/2017	ANIXTER, INC	3436796-00		670-0000-131.00-00	SLEEVE SPLICING PO NUM 028337	1,131.38
			3494647-01		001-2200-421.23-29	BLOOD DRAW OFCR EXPOSURE	404.06
158635	3/16/2017	ARRETCHIE RAYMOND	MEAL 02/20/17		001-2200-421.23-29	SBSD-EYOC TRAINING CENTER	12.00
158636	3/16/2017	ARROW STAFFING SERVICE	00088969		001-1900-412.23-27	ANNA JETTON V/E 2/25/2017 SUSAN ROCK W/E 2/25/2017	2,094.30
158637	3/16/2017	ARTISTIC MAINTENANCE, INC.	0154429-IN	027972	111-4900-432.23-29	LMD LANDSCAPE MAINT	5,120.00
			0154430-IN	028163	001-2200-412.23-29	CITY LANDSCAPE MAINT	550.00
					001-4010-461.23-29	CITY LANDSCAPE MAINT	700.00
					001-4000-461.23-29	CITY LANDSCAPE MAINT	213.96
					001-4050-461.23-29	CITY LANDSCAPE MAINT	208.34
					100-4900-431.23-29	CITY LANDSCAPE MAINT	213.90
					610-5800-431.23-29	CITY LANDSCAPE MAINT	1,500.00
							213.80

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158638	3/16/2017	AT&T GLOBAL CUSTOMER CARE CENTER	0602134998		370-2200-421.26-05	SRVC DTS: 02/19 - 03/18	374.44
158639	3/16/2017	AT&T MOBILITY	992351038XJAN17	001-2200-421.26-05	DEC 12,2016 - JAN 11,2017		1,489.01
158640	3/16/2017	AVILA, VINCENT	999374722XJAN17	001-2200-421.26-05	DEC 12,2016 - JAN 11,2017 PD		186.60
158641	3/16/2017	BANNING POLICE OFFICERS ASSOC	MEAL 02/27/17	001-2200-421.23-06	SBSD-EVOC TRAINING CENTER		12.00
158642	3/16/2017	BARBER, CAROL	FEBRUARY 2017	001-0000-204.50-00	POLICE OFFICERS ASSOC DUE FEBRUARY 2017		2,400.00
158643	3/16/2017	BATTERY SYSTEMS, INC	JUN 16 - NOV 16	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FOR JUN 16 -NOV 16		127.06
158644	3/16/2017	BEAUMONT DO IT BEST HOME CENTER	3897927	702-3800-480.38-52	INV BATTERIES		218.76
158645	3/16/2017	BEAUMONT SAFE & LOCK	436437	001-3600-461.30-01	WASHERS/NUTS/BOLTS		46.30
158646	3/16/2017	BOA ARCHITECTURE	436709	001-3000-442.36-00	WHITE MARKING PAINT		27.97
158647	3/16/2017	BOOTH, CATHY	67178	001-3200-412.30-02	PUSHBAR EXIT DEVISE		671.84
158648	3/16/2017	CALDERON, SANDRA B	17-2756-1	008353	COMM.SRVCS BLDG DESIGN		1,920.00
158649	3/16/2017	CALIFORNIA LAW ENFORCE ASSN	AUG 16 - JAN 17	675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FOR AUG 16-JAN 17		98.71
158650	3/16/2017	CALIFORNIA, STATE OF	MEAL 3/01/17	001-2800-441.25-06	REGULAR PC MEETING		16.00
			MARCH 2017	001-0000-204.80-13	POLICE LTD PREMIUMS		637.00
			142831	001-2200-421.33-94	FINGERPRINT LEVEL II EMPLOYEES CLETS SYSTEM		0.00
			220039	028046	001-2200-421.33-94	FEB17 LIVE SCAN FEES	0.00
			221451	028047	001-1300-412.33-11	FEB LIVESCAN CHARGES	0.00
			56639	028118	001-2700-442.33-11	JAN 2017 B&S SERVICES	7,443.23
			000082311	001-0000-218.22-22	UB C/R REFUND-FINALS 0000016798		1.31
158651	3/16/2017	CHARLES ABBOTT ASSOCIATES, INC	0954-454312	027920	001-3200-412.30-02	SR CENTER LIGHTING	258.00
158652	3/16/2017	COBRA-28 NO. 6, LP	81775659	028081	001-3000-442.30-17	ENG. METROSCAN	66.68
158653	3/16/2017	CONSOLIDATED ELECTRICAL	MEAL 2/23/17	001-3600-461.25-06	TREES DAMAGING CAR SCHEDULE TRIMMING		16.00
158654	3/16/2017	CORELOGIC INFORMATION SOLUTIONS INC	COMPUTER 3/17	001-0000-116.21-02	COMPUTER LOAN		1,216.89
158655	3/16/2017	COTTAGE, GREGORY	MEAL 2/28/17	001-1200-412.25-06	CITY COUNCIL MEETING 02/28/2017		16.00
158656	3/16/2017	DATUIN JR, CORNELIO	30882167103	028000	001-2200-421.26-09	PD COMMAND CTR-SATELLITE	19.00
158657	3/16/2017	DE LA FUENTE, SONIA	5-725-56319	027926	001-2200-421.23-04	DOCS TO ALESHIRE-RECOUP	25.16
158658	3/16/2017	DIRECTV	5-733-02859	027926	001-1300-412.23-04	EVIDENCE TO LA CORONER	29.66
158659	3/16/2017	FEDEX	22683-79060	027927	001-1300-412.33-32	PRE EMPLOYMENT EXAMS	874.00
158660	3/16/2017	FOX OCCUPATIONAL MEDICAL CENTER	2090560495MAR17	001-4500-412.26-05	SRVC: 2/28/17-3/27/17		918.20
158661	3/16/2017	FRONTIER COMMUNICATIONS	209188591-FEB17	001-2200-421.26-05	SRVC: 2/28/17-3/27/17		45.70
				001-4500-412.26-05	SRVC: 2/28/17-3/27/17		1,140.82
				600-5100-435.26-05	SRVC: 2/28/17-3/27/17		(23.69)
				660-6300-471.26-05	SRVC: 2/28/17-3/27/17		478.88
				670-7000-473.26-05	SRVC: 2/28/17-3/27/17		216.11
				702-3800-480.26-05	SRVC: 2/28/17-3/27/17		54.02
				001-4500-412.26-05	SRVC: 2/28/17-3/27/17		242.52
				9518493260MAR17	PD ALARM SYSTEM 3/04-4/03		101.50
				9518494522MAR17	001-2200-421.26-05		101.50
				9518496777MAR17	SRVC: 03/01/17 -03/31/17		304.40
				9519223201MAR17	SRVC: 03/01/17-03/31/17		568.77
				10251040	028310	ARMORED TRANSPORTATION	1,027.07
				0010691-IN	001-1900-412.23-06	BUSINESS LICENSE TRAINING	7,580.90
				1254353	027929	AUTO TRANS FLUID	64.00
				5051590	680-8000-454.45-16	WIRE BRUSH & BLADE	16.07
				6040819	660-6300-471.45-08	PAINT	2,052.82
					660-6300-471.45-16	WIRE BRUSH	1,752.41
					670-7000-473.45-16	PAINT	48.85
						WASHERS	10.72
						GEN/UTILITY UNION DUES FEBRUARY 2017	
158666	3/16/2017	I.B.E.W. LOCAL 47	FEBRUARY 2017				
158667	3/16/2017	I.B.E.W. LOCAL 47 (PAC)	FEBRUARY 2017				
158668	3/16/2017	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20170310				
158669	3/16/2017	ICMA RETIREMENT TRUST 457	20170317				
						PAYROLL SUMMARY	
						PAYROLL SUMMARY	
						PAYROLL SUMMARY	
						PAYROLL SUMMARY	

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158670	3/16/2017	INNOVATIVE FEDERAL STRATEGIES	022017	028078	0001-1000-411.33-11	FEBRUARY LOBBYING SERVICE	3,500.00
158671	3/16/2017	JAUREGUI, ROBERTO			001-2200-421.23-06	SBSD-EVOC TRAINING CENTER	12.00
158672	3/16/2017	JIDPC			001-1000-411.36-07	AWARDS DINNER -CHIEF DIAZ ANNUAL AWARDS DINNER 3/14	35.00
		JIDPC-ANDRADE			001-1000-411.36-07	AWARDS DINNER -CHIEF DIAZ ANNUAL AWARDS DINNER 3/14	35.00
		JIDPC-MOYER			001-1200-412.36-07	AWARDS DINNER -CHIEF DIAZ ANNUAL AWARDS DINNER 3/14	35.00
		JIDPC-ROCK			001-1000-411.36-07	AWARDS DINNER -CHIEF DIAZ ANNUAL AWARDS DINNER 3/14	35.00
		JIDPC-WELCH			001-1000-411.36-07	AWARDS DINNER -CHIEF DIAZ ANNUAL AWARDS DINNER 3/14	35.00
158673	3/16/2017	KATEMEH &, NADER			001-0000-218.22-22	UB CR REFUND-FINALS 00009446	73.23
158674	3/16/2017	KOMATSU FORKLIFT USA, LLC	028296	702-3800-480.38-52	#360 WATER PUMP REPAIR	230.73	
158675	3/16/2017	LARA, TORIBIO		675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FOR AUG 16 -JAN 17	168.12	
158676	3/16/2017	LEAGUE OF CALIFORNIA CITIES		001-1000-411.23-05	LOC/C RIVERSIDE CNTY MTG ANDRADE - 03/13/17 DIV/NS	35.00	
158677	3/16/2017	LEIDOS ENGINEERING, LLC	027350	674-7000-473.96-32	ENG SERVICES	4,376.28	
158678	3/16/2017	LITHOPASS PRINTING, FORMS,	027933	674-7000-473.96-33	ENG SERVICES	2,445.46	
158679	3/16/2017	LSA ASSOCIATES, INC		002-0000-222.30-30	#10 WINDOW ENVELOPES	4,656.25	
158680	3/16/2017	MARCO EQUIPMENT COMPANY	027608	761-3100-480.23-02	TRAFFIC FEE PROGRAM RESO 2015-25 NOV SRVS	4,656.25	
		151423	028273	002-2830-351.35-30	TRAFFIC FEE PROGRAM RESO 2015-25 NOV SRVS	(4,656.25)	
		140570		002-2830-441.33-11	TRAFFIC FEE PROGRAM RESO 2015-25 NOV SRVS	4,656.25	
		150570		702-3800-480.38-52	STREET SWEEPER DRAGLINKS	821.66	
		205570			REIMBURSEMENT CWEA ASSOC MEMBRSH-HP		
		TUITION REIMB		680-8000-454.23-03	REF#BQ1PD368E26		
	3/22/2017		028066	001-1300-412.25-09	COLLECTION SYSTEM MAINT EXAM FEE REIMBURSEMENT	155.00	
				660-6300-471.45-08	TEST AND CERTIFY BACKFLOW	4,950.00	
		000175	028032	702-3800-480.38-52	LOCITITE	46.44	
		000326	028032	702-3800-480.38-52	SPARK PLUGS	18.88	
		001229	028032	702-3800-480.38-52	LIMP AUTO HD	0.71	
		001287	028032	702-3800-480.38-52	PADS/CALIPERS	214.34	
		9999756	028032	702-3800-480.38-52	#605 IGNITION COIL	75.85	
		9999949	028032	702-3800-480.38-52	#605 IGNITION COIL	25.85	
		999992	028032	702-3800-480.38-52	#824 SERP. BELT	46.86	
		7021132156	028101	001-0000-424.26-07	PAYOUT SUMMARY	2,473.45	
		2678-4382286		001-2400-422.26-07	SAT PHONE SERV 2/1 -2/28	39.66	
		2678-4384449		702-3800-480.38-52	FLEETRUNNER/TENSIONER RETURNED ORGL INV 435930	(135.81)	
		2678-439164		702-3800-480.38-52	BRAKE ROTOR RETURNED ORGL INV 429753	(88.57)	
		2678-440675	028031	702-3800-480.38-52	STARTER RETURNED ORGL INV 439492	(134.87)	
		2678-441331	028031	702-3800-480.38-52	WD-40	(21.55)	
		2678-441414	028031	702-3800-480.38-52	AIR/OIL FILTERS	14.63	
		2678-441444		702-3800-480.38-52	#806 WIPER REFILE	8.81	
		2678-441688	028031	702-3800-480.38-52	WIPER REFILE RETURNED ORNGL INV 440184	7.73	
		2678-441842	028031	702-3800-480.38-52	#11 AT FILTER KIT	(6.29)	
		2678-441989	028031	702-3800-480.38-52	OIL FILTER	13.02	
		2678-442997	028031	702-3800-480.38-52	#17 BRAKE ROTORS	4.72	
		2678-443017		702-3800-480.38-52	BRAKE PADS	160.29	
		2678-443888	028031	702-3800-480.38-52	METALLIC PAD RETURNED ORNGL INV 442997	61.73	
		2678-443889	028031	702-3800-480.38-52	#833 WIPER REFILE	7.73	
		2678-443920	028031	702-3800-480.38-52	#53 OIL FILTER	12.87	
		2678-443968		702-3800-480.38-52	#231 SPARK PLUGS	4.05	
		2678-444303	028031	702-3800-480.38-52	#605 SPARK PLUGS	110.55	
		2678-445042	028031	702-3800-480.38-52	FUEL HOSE	38.68	
		2678-445514		702-3800-480.38-52	COOLANT CAP	1.14	
		2678-446430	028031	702-3800-480.38-52	#232 COMPRESSOR	6.45	
		2678-446747	028031	702-3800-480.38-52		502.23	

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158686	3/16/2017	O'REILLY AUTO PARTS	2678-446824	028031	702-3800-480.38-52	#838 METALLIC PADS	62.86
			2678-446825	028031	702-3800-480.38-52	#838 PINION SEAL	21.19
			2678-446827	028031	702-3800-480.38-52	METALLIC PAD REFUND ORGNL INV # 446824	(55.56)
			2678-446972	028031	702-3800-480.38-52	SENSOR	48.48
158687	3/16/2017	OFFICE DEPOT	902145669001	027936	001-2200-421.36-00	TPIN/REC BK/PENS/BATRYS	152.83
			908779269001	027936	001-2200-421.36-00	FINGERPRINT PAD-NEW HIRES	60.26
			909127898001	027936	001-1900-412.36-00	OFFICE SUPPLIES	111.65
			910589894001	027936	001-1900-412.36-00	PAPER FOR ADMIN SERVICES	162.06
			911255768001	027936	001-1200-412.36-00	FCRAY BOARD/MARKER KIT	43.52
158688	3/16/2017	PARKHOUSE TIRE, INC.	2030153466	028028	001-4500-412.36-00	COFFEE CREAMER/CREAMER COFFEE CUPS/SPOONS	162.20
			2030153524	028028	702-3800-480.23-49	INV TIRES	3.50
			2030170317	028033	702-3800-480.38-52	INV TIRES	289.16
158689	3/16/2017	PARS	62-066217	028033	702-3800-480.38-52	INV TIRES	7.00
158690	3/16/2017	PARTS AUTHORITY METRO, LLC	62-070294	028033	702-3800-480.38-52	GASKETS	522.03
			62-085353	028033	702-3800-480.38-52	PRE-EA/BX-4	10.15
			62-085991	028033	702-3800-480.38-52	DEEP CREEP	8.53
			91-007224	028033	702-3800-480.38-52	OIL FILTERS	19.07
			91-007331	028033	702-3800-480.38-52	RETURNED AIR FILTER	21.53
			91-007348	028033	702-3800-480.38-52	RETURNED THERMOSTAT/RBR SEAL/COOLANT HOSE	(332.93)
			91-007351	028033	702-3800-480.38-52	RETURNED PCV VALVE	(11.01)
			91-007359	028033	702-3800-480.38-52	RETURNED GASKETS & 12 VOLT	(23.53)
			91-007596	028033	702-3800-480.38-52	COMPRESSOR/EXP VALVE REFUND	(9.03)
			91-041252	028033	702-3800-480.38-52	THERMO RAD. CAP	(29.55)
			91-041886	028033	702-3800-480.38-52	#231 AIR FILTER	(302.22)
			91-042073	028033	702-3800-480.38-52	INTAKE MANIFOLD/VALVE	18.32
			91-042094	028033	702-3800-480.38-52	COOLANT HOSE	118.50
			91-042139	028033	702-3800-480.38-52	COOLANT HOSE	5.43
			91-042212	028033	702-3800-480.38-52	WIRE SET	6.14
			91-042223	028033	702-3800-480.38-52	BATTERY	33.40
			91-042270	028033	702-3800-480.38-52	PRE-EA/BX-4	19.40
			91-042903	028033	702-3800-480.38-52	COOLANT HOSE	17.07
			91-042954	028033	702-3800-480.38-52	COOLANT HOSE	25.73
			91-042963	028033	702-3800-480.38-52	WIRE SET	9.54
			91-043069	028033	702-3800-480.38-52	COMPRESSOR/V-BELT	309.75
			91-043495	028033	702-3800-480.38-52	SPARK PLUG	40.10
			91-043520	028033	702-3800-480.38-52	SPARK PLUG	353.02
			91-043543	028033	702-3800-480.38-52	OXYGEN SENSORS	2.53
			91-043812	028033	702-3800-480.36-00	SUPERGLUE	128.76
			91-043880	028033	702-3800-480.38-52	#232 AIR FILTER	14.87
			FEBRUARY 2017	0001-0000-204.80-07		PREPAID LEGAL PREMIUMS FEBRUARY 2017	8.02
			0001-0028	001-2400-422.30-02		ADJUSTED OPENER & DOOR	311.90
			22388329	027959	670-7000-473.25-02	EL UNIFORMS	275.00
			22388330	027959	702-3800-480.23-16	FLEET UNIFORMS/TOWELS	25.83
			22391680	027959	702-3800-480.25-02	FLEET UNIFORMS/TOWELS	157.19
			22391681	027959	100-4900-431.25-02	STREET UNIFORMS	11.68
			22391683	027959	001-3600-461.25-02	PARKS UNIFORMS	23.50
			348932	028360	702-3800-480.38-52	ALTERNATOR	15.20
158694	3/16/2017	QUALITY POWER INC.	3489341	028360	702-3800-480.30-05	REBUILD ALTERNATOR	6.65
							641.11
							242.44

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158695	3/16/2017	RECORD GAZETTE, THE	00140661	027945	001-2800-441.23-01	PHN - MARIJUANA	162.31
			00140662	027945	001-2800-441.23-01	PHN - PARDEE	195.44
			00140851	027945	001-2800-441.23-01	PHN - PC VACANCY	62.94
			00140852	027945	001-2800-441.23-01	PHN - MARIJUANA	168.94
			00141047	027945	001-2800-441.23-01	PHN - GENERAL PLAN APR	132.50
			00141048	027945	001-2800-441.23-01	PHN - ZTA NO. 17-97501	129.19
			10000000093	001-2200-421.30-08		RADIO ENGINEERING TIME PULLED 911 TAPES	219.65
158696	3/16/2017	RIV. CO. INFORMATION TECHNOLOGY		001-2210-421.23-06		AMBER GIFFORD - TUITION COMM TRAINING OFFICER	164.00
158697	3/16/2017	RIV. CO. SHERIFF'S DEPT.		670-7000-473.25-05		SOLAR CONFERENCE MILEAGE @ BOURNS TECHNOLOGY CNTR	32.65
158698	3/16/2017	ROCKWELL, AMBER		001-0000-204.51-00		SBPEA DUES FEBRUARY 2017	783.34
158699	3/16/2017	SAN BERNARDINO PUBLIC EMPLOYEES		001-2200-421.23-06		ROBERT JAUREGUI - TUITION EVOC UPDATE 02/27/2017	185.00
158700	3/16/2017	SBS-D-EVOC TRAINING CENTER		001-2200-421.23-06		VINCENT AVILA - TUITION EVOC UPDATE 02/27/2017	185.00
			EVC53375	001-2200-421.23-06		BRANDON SMITH - TUITION EVOC UPDATE 02/20/2017	185.00
			EVC53381	001-2200-421.23-06		BRIAN WALKER - TUITION EVOC UPDATE 02/20/2017	185.00
						RAY ARRETCH - TUITION EVOC UPDATE 02/20/2017	185.00
158701	3/16/2017	SHRED-IT USA, LLC	81217650/9	028162	001-2200-421.23-07	SHRED-IT SVC DATE: 2/8/17	97.20
158702	3/16/2017	SMITH, BRANDON	MEAL 02/20/17		001-2200-421.23-06	SBSD-EVOC TRAINING CENTER	12.00
158703	3/16/2017	SOUTHERN CALIFORNIA GAS CO	09242310481FB17		702-3800-480.36-61	FLEET CNG DATES: 02/01/17 -03/01/17	6,042.05
158704	3/16/2017	SPOK, INC	A01852230		100-4900-431.23-22	SVC: 03/01/17 - 3/31/17 CITY PAGERS	7.93
					660-6300-471.23-22	SVC: 03/01/17 - 3/31/17 CITY PAGERS	15.09
					670-7000-473.23-22	SVC: 03/01/17 - 3/31/17 CITY PAGERS	10.10
					702-3800-480.23-22	SVC: 03/01/17 - 3/31/17 CITY PAGERS	7.94
					702-3800-480.30-05	TOW #222 BANNING-SAN BRND	425.00
					001-1300-412.25-09	TUITION REIMBURSEMENT	3,534.00
					675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE FOR JUL16 -DEC 16	162.93
					001-2200-421.33-31	RED SHARPS CONTAINERS	128.92
					001-2200-421.33-31	BIOHAZ MED WASTE PICKUP	179.64
158705	3/16/2017	STATEWIDE TOWING & RECOVERY, INC	119064	027955	001-2400-422.26-09	MARCH CABLE #5-89	49.94
158706	3/16/2017	STEPHENSON, MANDEEP			001-3200-412.23-11	ENV. ASSESSMENT SR/COM CTR	995.00
158707	3/16/2017	TA, HAI	JUL 16 - DEC 16		660-6300-471.45-08	TREN-SHORE 88-124 X 5'	96.00
158708	3/16/2017	THERMAL COMBUSTION INNOVATORS, INC	170791	028275	001-2200-421.23-45	FEB17 CITE PROCESSING	292.49
			171278	028275	001-2200-421.36-62	EL SHIELD BAGS/FILE BOXES	342.86
					100-4900-431.30-13	DIG ALERTS MAR 2017	18.00
					660-6300-471.45-08	DIG ALERTS MAR 2017	18.00
					670-7000-473.45-02	DIG ALERTS MAR 2017	18.00
					001-0000-204.60-00	PAYROLL SUMMARY	107.00
					660-6300-471.45-16	PILOT TUBE	73.22
158715	3/16/2017	UNITED WAY OF THE INLAND VALLEY	20170317	028297	660-6300-471.41-04	2720 SPECIAL USES PERMIT FAYER CODE 0003347810	291.76
158716	3/16/2017	USABLUEBOOK	185872		001-2200-421.26-05	ACCT # 570653806-00001 JAN 27,2016 - FEB 26,2017	152.04
158717	3/16/2017	USDA FOREST SERVICE	BF051254W0211		001-2200-421.26-05	ACCT # 570653806-00002 JAN 27,2016 - FEB 26,2017	76.02
158718	3/16/2017	VERIZON WIRELESS	9781079966		001-1000-411.26-05	FEB 2,2017 - MAR 1,2017	38.01
			9781079967		001-1200-412.26-05	FEB 2,2017 - MAR 1,2017	38.01
			9781327430		001-2210-421.26-05	FEB 2,2017 - MAR 1,2017	38.01
					001-2400-422.26-05	FEB 2,2017 - MAR 1,2017	40.56
					001-2740-442.26-05	FEB 2,2017 - MAR 1,2017	108.48
					001-3000-442.26-05	FEB 2,2017 - MAR 1,2017	13.89
					001-3200-412.26-05	FEB 2,2017 - MAR 1,2017	49.19
					001-4000-461.26-05	FEB 2,2017 - MAR 1,2017	113.30
					100-4900-431.26-05	FEB 2,2017 - MAR 1,2017	11.18
					203-2200-446.36-00	FEB 2,2017 - MAR 1,2017	

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158718	3/16/2017	VERIZON WIRELESS	9781327430		610-5800-434.26-05	FEB 2,2017 - MAR 1,2017	156.95
				610-5850-434.26-05	FEB 2,2017 - MAR 1,2017		56.08
				660-6300-471.26-05	FEB 2,2017 - MAR 1,2017		221.87
				670-7000-473.26-05	FEB 2,2017 - MAR 1,2017		358.91
				680-8000-454.26-05	FEB 2,2017 - MAR 1,2017		50.00
				703-3800-480.26-05	FEB 2,2017 - MAR 1,2017		66.95
				703-3700-480.26-05	FEB 2,2017 - MAR 1,2017		82.46
				761-3100-480.26-05	FEB 2,2017 - MAR 1,2017		11.56
				761-3110-480.26-05	FEB 2,2017 - MAR 1,2017		46.31
				001-0000-218.22-22	UBC CR REFUND-FINALS.000010604		35.92
				001-2200-421.23-06	SBSD-EVOC TRAINING CENTER		12.00
				690-9600-453.23-10	REFUSE FOR JANUARY 2017		229,344.35
				001-1000-411.36-00	AMAZON - D ANDRADE IPAD SCREEN PROTECTOR		29.04
					BEST BUY - D ANDRADE IPAD FOR COUNCILMEMBER		866.99
				001-1200-412.23-05	HYATT MONTEREY HOTEL-M ROCK 2/08-2/10		463.56
					ONTARIO AIRPORT PARKING 1/17-1/20 NEW MAYORS CONF		72.00
					RODRIGUEZ TAXI SERVICE AIRPORT TO HOTEL 2/08/17		13.36
				001-2060-446.36-00	IFLIGHT TECHNOLOGY PROPELLER MOUNTING PLATE		38.00
				703-3700-480.23-05	NAB - PATRICK STEPHENS REGISTRATION		92.50
				761-3100-480.23-13	COLLECTION FEES FEB 2017		40.62
				001-1000-411.23-05	LOCCT RYRSIDE CNTY MTG INDIAN WELLS GOLF RESORT		42.57
				001-1000-411.23-05	JIDPC ANNUAL AWARDS DNR ONLY DROVE 1 WAY		19.59
				670-0000-131.00-00	SLEEVE TRIPLEX PO NUM 028337		185.33
				001-1900-412.23-27	ANNA JETTON W/F 3/04/2017 SUSAN ROCK 3/04/2017		2,428.00
				001-2200-421.26-05	CALNET3 - AT&T LONG DSTNC SERVICE DATES 02/01-02/28		391.83
				001-2200-421.26-05	CALNET2 - AT&T LONG DSTNC SERVICE DATES 02/01-02/28		671.45
				001-2210-421.25-06	LPSD YOUNGBLOOD OUT RELIEF ARRIVED @ 9AM		16.00
				028135	660-6300-471.23-32	COLIFORMS	165.00
				028135	660-6300-471.23-32	PHYSICAL ANALYSIS	54.00
				028135	680-8000-454.23-32	DISSOLVED SOLIDS	20.00
				028135	660-6300-471.23-32	COLIFORMS	90.00
				028135	660-6300-471.23-32	COLIFORMS	165.00
				028135	660-6300-471.23-32	COLIFORMS	135.00
				028135	660-6300-471.23-32	PHYSICAL ANALYSIS	36.00
				028135	680-8000-454.23-32	DISSOLVED SOLIDS	20.00
				028135	660-6300-471.23-32	COLIFORMS	165.00
				028135	660-6300-471.23-32	PHYSICAL ANALYSIS	54.00
				028135	660-6300-471.23-32	HEX CHROMIUM, TRIHALO	500.00
				028135	680-8000-454.23-32	DISSOLVED SOLIDS	20.00
				027915	001-3600-461.30-16	1/2 X 50 POLY TUBE	16.15
				027915	001-3600-461.30-16	6" BRASS SWEEPER NOZZLE	18.40
				027915	001-3600-461.30-16	HANGAR COMBO LOCK	3.76
				027915	001-3200-412.30-02	FURRING STRIPS	39.86
				027915	001-3200-412.30-02	HANGAR REPAIR	6.17
				027915	001-3200-412.30-02	TORX SCREWDRIVER	28.69
				027915	001-3200-412.30-02	SXFP TEE	3.76
				027915	001-3200-412.30-02	VALVE, CONDUIT NIPPLE	117.90
				027915	001-3200-412.30-02	CANVAS BAG,HAULDE BULB	52.24
				027915	001-3200-412.30-02	CANVAS LOG CARRIER RETURNED	(16.69)
				027915	001-3200-412.30-02	POLO ENTRY LOCKSET	18.85
				027915	001-3600-461.30-01	PAINT,ENGRAVER,KEY	50.75
				027915	001-3200-412.30-02	RESTROOM REPAIRS	71.15

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158730	3/23/2017	BEAUMONT DO IT BEST HOME CENTER	436962	027915	600-5100-435.30-02	AIRPORT HANGAR REPAIR	40.84
158731	3/23/2017	BOA ARCHITECTURE	17-2756-EX1	028353	110-5516-461.90-82	AS BUILTS-CADD	1,050.00
158732	3/23/2017	BYRNE, LYNN & STEVE	000093597		001-0000-218.22-22	UB CR REFUND-FINALS 0000531392	44.51
158733	3/23/2017	CALIFORNIA, STATE OF	220039	028046	001-2200-421.33-94	FEB17 LIVE SCAN FEES	1,291.00
			221451	028047	001-1300-412.33-11	FEB LIVESCAN CHARGES	64.00
158734	3/23/2017	CALIFORNIA, STATE OF	142831		001-2200-421.33-94	FINGERPRINT LEVEL II EMPLOYEES CLETS SYSTEM	147.00
158735	3/23/2017	CELL BUSINESS EQUIPMENT (CBE)	IN1866883	028232	001-2200-421.30-06	COLOR/B&W PRINTS	14.32
				001-4000-461.30-06	COLOR/B&W PRINTS	699.90	
				001-4500-412.30-06	COLOR/B&W PRINTS	2,879.42	
				610-5800-434.30-06	COLOR/B&W PRINTS	699.91	
				660-6300-471.30-06	COLOR/B&W PRINTS	319.42	
				670-7000-473.30-06	COLOR/B&W PRINTS	380.95	
				761-3100-480.30-06	COLOR/B&W PRINTS	665.90	
					ON CALL ENGINEERING SVCS	220.00	
158736	3/23/2017	CHARLES ABBOTT ASSOCIATES, INC	56679	028250	001-3000-442.33-53	ON CALL ENGINEERING SVCS	100.00
158737	3/23/2017	CORELOGIC INFORMATION SOLUTIONS INC	81775184	028081	001-2700-442.23-33	FEB 2017 METROSCAN SRVCS	50.00
158738	3/23/2017	COUNSELING TEAM INTERNATIONAL, THE	33519	028077	001-2740-442.23-33	FEB 2017 METROSCAN SRVCS	700.00
158739	3/23/2017	CUNNING, ALISON	MEALS 4/03-4/07		001-2200-420.23-06	CAPE SUPPORT SVCS	152.00
158740	3/23/2017	CUSTOM TROPHIES & U-NEEK AWARDS	016871	028341	001-1300-412.41-15	SERVICE PINS	315.17
			016907	028341	001-1300-412.41-15	CUSTOM COASTERS	145.46
			016931		001-1000-411.36-00	50 CERTIFICATE COVERS	94.28
158741	3/23/2017	CYBERTIME NETWORK COMMUNICATIONS	1534-1703	028187	660-6300-471.26-07	CITY IT BACKBONE SYSTEM & DATA CIRCUIT - WATER PLNT	1,805.00
				670-7000-473.26-07	CITY IT BACKBONE SYSTEM & DATA CIRCUIT - WATER PLNT	1,995.00	
158742	3/23/2017	DANGELO CO	S1298918.001		660-0000-131.00-00	GAUGE, GASKET PO NUM 028345	188.91
158743	3/23/2017	DUNN, TERRY	MEAL 02/28/17		702-3800-480.25-06	CABAZON 230 BATTERY	16.00
158744	3/23/2017	FRONTIER COMMUNICATIONS	2130197968MAR17		001-2200-421.26-05	MAR 07/2017 - APR 06/2017	307.87
			9517695052MAR17		001-4500-412.26-05	MAR 4, 2017 - APR 3, 2017	59.27
			9519220262MAR17		001-4500-412.26-05	MAR 10/2017 - APR 9, 2017	108.63
			9518497124MAR17		001-4500-412.26-05	MAR 04/2017 - APR 03, 2017	108.63
158745	3/23/2017	FROST, JEFF	MEAL 03/08/2017	028310	660-5300-471.25-06	LEAK INVESTIGATION ON 4TH & WILSON	16.00
158746	3/23/2017	GARDA CL WEST INC	10283681		001-4500-412.26-05	ARMORED SERVICE MARCH	568.77
158747	3/23/2017	GIFFORD, AMBER	MEALS 4/03-4/07		660-5300-480.23-43	COMMUNICATIONS TRAINING OFFICE 4/03/17 - 04/07/17	60.00
158748	3/23/2017	HAMPTON INN BAKERSFIELD - CENTRAL	85152453		001-2210-421.23-06	VICKIE HERNANDEZ 4/24-27 CHP BAKERSFIELD	433.62
158749	3/23/2017	HAZEN AND SAWYER	20062-000-11	027647	001-4500-412.26-05	CR-6 GRANT FUNDING ASST	1,160.00
158750	3/23/2017	HOCHSTEIN, DERRELL	MEALS 4/03-4/07		001-2200-421.23-06	BASIC CRIMINAL INVESTGTN @ BEN CLARK TC	60.00
158751	3/23/2017	HUGHES, JOSHUA & BRITTANY	000092479		001-0000-218.22-22	UB CR REFUND-FINALS 00006614	9.46
158752	3/23/2017	IMAX REALTY & MORTGAGE	000087907		001-0000-218.22-22	UB CR REFUND-FINALS 000054098	165.48
158753	3/23/2017	IRON MOUNTAIN INFORMATION MGMT, LLC	NNF0226	028164	703-3700-480.33-11	FILE STORAGE	373.97
			20503	028160	001-4500-412.33-11	REGULAR STORAGE MARCH 17	295.00
158754	3/23/2017	LANCE, SOLL & LUNGARD, LLP			001-1900-412.33-11	2016 CITY CONT RPT	3,090.00
						2016 UTILITY AUTHORITY STATE CONTROLLER'S REPORT	1,545.00
158755	3/23/2017	LEXISNEXIS RISK SOLUTIONS	160860120170228	028074	001-2200-421.41-20	LEXISNEXIS 2USER-92.88/EA	185.76
158756	3/23/2017	LITHOPASS PRINTING, FORMS,	43268	027933	001-2700-442.23-02	BUS.CARDS-B&S PERMIT TECH	21.55
158757	3/23/2017	LOPEZ, LEILA	MEAL 02/28/17		761-3100-480.25-06	CITY COUNCIL MEETING	16.00
158758	3/23/2017	M BREY ELECTRIC, INC	2599	027969	001-3200-412.30-02	ELEC. PANEL HANGAR REPAIR	1,975.95
158759	3/23/2017	MALEFINANCE, INC	N643443		001-4500-412.32-06	LEASE 04/09/17-07/08/17 LEASE # N13122478	524.47
158760	3/23/2017	MYERS & SONS HI-WAY SAFETY INC.	56428	028342	100-4900-431.36-00	INVESTIGATE SINK HOLE @ HILLTOP DR	780.25
158761	3/23/2017	NAASZ, CALEB	MEAL 02/28/17		660-6300-471.25-06	STOP SIGNS	16.00
158762	3/23/2017	OFFICE DEPOT	MEAL 3/01/17		660-6300-480.36-00	LEAK INVESTIGATION ON PINE VALLEY	290.48
158763	3/23/2017	PARKHOUSE TIRE, INC.	908844253001	027936	761-3100-480.36-00	COLORED PAPER/PENS/TAPE	251.10
			203015278	028028	702-3800-480.23-49	TIRE RECYCLING	307.63
			2030152888	028028	702-3800-480.23-49	TIRE RECYCLING	

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158764	3/23/2017	PRESS-ENTERPRISE, THE	0010910932	027940	001-2800-441.23-01	ORDINANCE NO. 1506	102.30
158765	3/23/2017	PRUDENTIAL OVERALL SUPPLY	0010910937	027940	001-2800-441.23-01	NOTICE RE: ZTA 16-97502	72.60
			22391643	027959	660-6300-471.25-02	UNIFORMS - WATER	50.00
			22391644	027959	680-8000-454.25-02	UNIFORMS - WASTEWATER	15.00
			22391685	027959	761-3110-480.25-02	FSR UNIFORMS	25.83
			22395011	027959	001-3200-412.25-02	BLDG. MAINT UNIFORMS	86.08
			22395017	027959	660-6300-471.25-02	UNIFORMS-WATER	50.00
			22395018	027959	680-8000-454.25-02	UNIFORMS-WASTEWATER	15.00
			22395031	027959	702-3800-480.23-16	FLEET UNIFORMS	11.68
					702-3800-480.25-02	FLEET UNIFORMS	23.50
			22395032	027959	100-4900-431.25-02	STREET UNIFORMS	15.20
			22395033	027959	001-3600-461.25-02	PARKS UNIFORMS	13.12
158766	3/23/2017	PUBLIC AGENCY RETIREMENT SERVICES	36513		001-1900-412.33-11	PLAN ID # PH-ARS05A SVC PERIOD APR 1,2017 - JUN 30,2017	300.00
158767	3/23/2017	PUBLIC ENTITY RISK MANAGEMENT	W/C 2016-17/Q4		700-0000-101.12-00	WORKERS' COMP INSURANCE APR 1,2017 - JUN 30,2017	124,955.75
158768	3/23/2017	QUEST DIAGNOSTICS	9169625541		700-5020-480.29-08	WORKERS' COMP INSURANCE APR 1,2017 - JUN 30,2017	47,330.25
158769	3/23/2017	RACEWAY FORD INC	3663003CM	027942	001-2200-421.33-31	BLOOD LABORATORY SRVCS	166.27
					702-3800-480.38-52	AUTOMATIC TRANS & CORE	2,595.63
					702-3800-480.38-52	CORE REFUND	(600.00)
					001-2740-442.23-07	REAL ESTATE FRAUD TRUST VACANT LOT RELEASE PEND/LIEN BY GOV VACANT LOT	13.00
158770	3/23/2017	RIV. CO. CLERK RECORDER	APN 541-191-020		001-2200-321.18-06	FEB 17 PARKING CITATION	642.00
					660-6300-471.45-17	RCB-RCY CON BASE	414.85
					100-4900-431.30-09	TRAFFIC SIGNAL MAINT FEB	630.00
					001-3600-461.30-16	RAINBIRD (12)	888.74
					100-4900-431.30-09	TRAFFIC SIGNAL REPAIRS282 CALL OUTS FEBRUARY 2017	3,480.00
158771	3/23/2017	RIVERSIDE, COUNTY OF	FEBRUARY 2017	027948	001-2200-321.18-06	FEB 17 PARKING CITATION	131.45
158772	3/23/2017	ROBERTSON'S	953339	028207	660-6300-471.45-17	RAINBIRD (12)	188.36
158773	3/23/2017	SIEMENS INDUSTRY, INC	5610053841		100-4900-431.30-09	TRAFFIC SIGNAL REPAIRS282 CALL OUTS FEBRUARY 2017	23.50
158774	3/23/2017	SITEONE LANDSCAPE SUPPLY	5620015003	028207	001-3600-461.30-16	RAINBIRD (12)	640.90
158775	3/23/2017	STEPHENS, PATRICK	79461767	028147	100-4900-431.30-09	TRAFFIC SIGNAL REPAIRS282 CALL OUTS FEBRUARY 2017	2,119.24
158776	3/23/2017	STERLING TALENT SOLUTIONS	7123676	028209	001-1300-412.25-09	FEB BACKGROUND SCREENINGS	69.33
158777	3/23/2017	SUNGARD PUBLIC SECTOR INC	134519	028222	761-3100-480.23-52	FEB 2017 TRANS MNGR	175.00
158778	3/23/2017	SUPER SUBS +	03142017	001-2200-421.26-05	001-1000-411.36-07	CITY COUNCIL MEETING	46.70
158779	3/23/2017	TELEPACIFIC COMMUNICATIONS	87751943-0	001-4500-412.26-05	001-2200-421.26-05	PHONE SRV 2/16/17-3/15/17	96.66
158780	3/23/2017	TIME WARNER CABLE	CITYHALL03/2017	001-2060-446.26-09	001-2060-446.26-09	PHONE SRV 2/16/17-3/15/17	1.09
158781	3/23/2017	TOLES, GLADYS J	000091609	001-0000-218.22-22	001-0000-218.22-22	PHONE SRV 2/16/17-3/15/17	16.00
158782	3/23/2017	TRUSSELL, VETZA & SAMUEL	000058655	001-0000-218.22-22	001-0000-218.22-22	PHONE SRV 2/16/17-3/15/17	32.00
158783	3/23/2017	UNITED ROTARY BRUSH CORPORATION	294656	028193	100-4900-431.38-57	STREET SWEEPER BRUSHES	805.00
158784	3/23/2017	VERIZON SELECT SERVICES INC	31444MAR17	001-4500-412.26-05	001-4500-412.26-05	TRAINING IVANO	429.69
158785	3/23/2017	WARE, KENNITH	MEAL 3/02/17	610-5800-434.25-06	610-5800-434.25-06	HELPING ATTORNEY	1,550.00
158786	3/23/2017	WELLS FARGO CARD SERVICES INC	MEAL 3/08/17	610-5800-434.25-06	610-5800-434.25-06	HELPING ATTORNEY	200.00
			FM 3195 MAR17		670-7000-473.23-05	CNUA ANNUAL CONF -F MASON MARCH 28-30,2017 CARLSBAD HOTELS.COM / AEE SEMINAR A ROCKWELL JUNE 5-7, 2017 ASSOC OF ENERGY ENGINEERS A ROCKWELL SEMINAR REGSTN	76.18
					670-7000-473.23-06	WESTERN UNDERGROUND COMM R DIAZ CONF REGISTRATION	9.85
						WESTERN UNDERGROUND COMM ROBINSON CONF REGISTRATN	200.00
						WESTERN UNDERGROUND COMM SMITH CONF REGISTRATN	200.00
						WESTERN UNDERGROUND COMM STUART CONF REGISTRATN	200.00
						TUKWET CANYON BAR & GRILL CM MAYORS BREAKFAST	60.00
						FINANCE CHARGE DUE TO LATE FEE	
						LATE CHARGE - FEBRUARY BI MISPLACED STATEMENT	
						PONDS MUSIC - MEDIA TECH VIDEO	
158787	3/23/2017	WELLS FARGO CARD SERVICES INC	MR 6996 MAR 17				

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158788	3/23/2017	WELLS FARGO CARD SERVICES INC	JM 4601 FEB17		001-4010-461.23-06	ANOTHER PERFECT POOL GEAR KUE CPO CERT CLASS	305.00
158789	3/23/2017	WELLS FARGO CARD SERVICES INC	JM 4601 MAR 17		660-6300-471.23-06	PAYPAL *WATER EDUC "L CARDENAS AGWT GOVT EPL	230.00
					001-1300-412.41-15	4IMPRINT ORD#13437146 WIRED E-GADGET PORTFOLIO	569.44
					001-2200-421.23-06	FORCE SCIENCE INSTITUTE PHIL HOLDER - BODY CAMERA	495.00
					660-6300-471.23-37	PAYPAL OWPSACSTAE ART VELA QSD RENEWAL	95.00
					702-3800-480.23-06	HAMPTON INN - C GUERRERO ISL-G CUMMINS TRAINING	368.42
					001-1000-411.23-05	SAN GORGONIO MEM HOSPITAL WELCH - ANNUAL DINNER	125.00
					001-1000-411.36-00	HOBBY LOBBY FRAMES FOR PROCLAMATIONS	16.14
					001-2210-421.23-06	HOLIDAY INN DUBLIN -REFND VICKIE HERNANDEZ 4/24-27	(618.36)
						HOLIDAY INN DUBLIN VICKIE HERNANDEZ 4/24-27	618.36
						MONTHLY EMERGENCY PLAN	278.82
158791	3/23/2017	WHENEVER COMMUNICATIONS, LLC	9408-70702	028289	703-3700-480.30-19	CERTIFIED METER TEST	100.00
158792	3/23/2017	ZENNER PERFORMANCE METERS, INC	0035058-IN	027958	660-6300-471.45-11	MARCH RANDOM DRUG TEST	67.00
158793	3/30/2017	ADVANCE WORKPLACE STRATEGIES INC	344659	028093	001-1300-412.33-32	NITROGEN	154.60
158794	3/30/2017	AIRGAS WEST	9943332143	027907	670-7000-473.45-05		
158795	3/30/2017	ALL AMERICAN ASPHALT	173702	028264	101-4900-431.93-16	2016-03 STREET REPAIRS	139,081.04
					101-0000-232.00-00	RETAINAGE 5%	(6,954.05)
158796	3/30/2017	ALL WEATHER, INC	63670	027966	600-5100-435.30-06	AIRPORT AWOS MAINTENANCE	2,200.00
158797	3/30/2017	ALTEC INDUSTRIES, INC.	50078544	027911	702-3800-480.30-05	#339 DERRICK REPAIR	1,301.24
					027911	#340 PLATFORM LINER	1,339.57
					702-3800-480.30-05	#335 PLATFORM LINER	1,243.78
					027911	#335 DERRICK REPAIR	581.50
					702-3800-480.30-05	#337 DERRICK REPAIR	1,014.59
					027911	702-3800-480.30-05	983.62
					027911	#336 DERRICK REPAIR	1,184.99
					027911	#334 DERRICK REPAIR	713.48
					702-3800-480.30-05	CARDENAS-AWWA CONFERENCE	250.00
					660-6300-471.23-06	CONNECTOR P/O NUM 028337	134.69
					670-0000-131.00-00	TERM PIN P/O NUM 028337	394.13
					670-0000-131.00-00	PSP TRAINING @ SBSO POST ID A39-H35	12.00
158798	3/30/2017	AMERICAN WATER WORKS ASSOC.	3494647-00		001-2200-421.23-06	ANNA JETTON W/E 03/11/17 SUSAN ROCK W/E 3/11/17	2,327.89
158799	3/30/2017	ANIXTER, INC	MEAL 03/27/17		001-1900-412.23-27	MEDICAL LIFELINE REBATE AUG 2016 - JAN 2017	138.87
			00089083		670-7000-356.38-01	PUBLIC BENEFIT CHARGE REBATE AUG 2016- JAN 2017	4.91
			AUG 16 - JAN 17		675-7020-356.38-15	YOUTH BASKETBALL REFEREE 02/18/2017 - 03/11/2017	220.50
					001-4000-461.23-15	EMPLOYEE GUN LOAN	1,207.12
					001-2200-421.23-06	PSP TRAINING @ SBSO POST ID A54-T46	12.00
					680-8000-454.23-32	NITRO PKG, COLIFORM,SOLIDS	735.00
					660-6300-471.23-32	COLIFORMS	165.00
					001-1200-412.23-05	ROCK - SUNRISE BREAKFAST 03/15/2017	15.00
					660-6300-471.27-14	RECHARGE USE NOBLE CREEK	13,083.96
					702-3800-480.38-52	EXTRACTOR/BUSHING	22.39
					100-4900-431.38-54	GRAFFITI PAINT	28.81
					100-4900-431.38-04	LT BALLAST/TUBE	49.51
					100-4900-431.30-06	LIONS PARK COOLER REPAIR	224.87
					001-3600-461.30-02	DUPLICATE KEYS	7.29
					001-3200-412.30-02	MEDICAL LIFELINE REBATE JUL 2016- DEC 2016	66.81
					670-7000-356.38-01	PUBLIC BENEFIT CHARGE REBATE JUL 2016- DEC 2016	2.18
					675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE JUL 2016- DEC 2016	186.02
					675-7020-473.42-36	ENERGY ASSISTANCE PROGRAM REBATE AUG 2016- JAN 2017	149.97
					001-4000-461.25-05	LOCK ALL PARK BATHROOMS PER CITY MANAGER REQUEST	72.76
					001-4000-461.25-05	LOCK ALL PARK BATHROOMS PER CITY MANAGER REQUEST	44.94
					670-7000-473.45-16	GLOVES, GLASSES	231.37
					680-8000-454.45-16	GLOVES, GLASSES	231.38

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158814	3/30/2017	CAROLLO ENGINEERS	0156159	026976	660-630-0471-33-53	WATER MODEL UPDATE	6,836.57
158815	3/30/2017	CHAMPION WIRE & CABLE LLC	00270955		670-000-131-00-00	ACSR SHEPHERD DUPLEX PO NUM 028288	818.96
158816	3/30/2017	CHARLES ABBOTT ASSOCIATES, INC	56684	028118	001-270-442-33-11	FEB. 2017 B&S SRVCS	13,437.88
158817	3/30/2017	CHRIS TAYLOR'S PLUMBING	8312	028199	001-320-412-30-02	PD RESTROOM REPAIRS	680.00
158818	3/30/2017	DEUSENBERRY, DANIEL	8352	028199	001-320-412-30-02	SR CTR HOSE BIB REPAIR	146.53
158819	3/30/2017	DIAMOND ENVIRONMENTAL SERVICES	MEAL 04/07/17	028261	001-220-421-23-06	PSP TRAINING @ SBSO 04/07/2017	12.00
158820	3/30/2017	DIAZ, RICK	PARKING 3/15-16	028339	670-700-473-23-05	RW PARK TEMP RESTROOMS	201.99
158821	3/30/2017	DINGMASTERS	19574	028354	702-380-480-30-05	WUC PARKING REIMBURSEMENT	76.00
158822	3/30/2017	FARWEST LINE SPECIALTIES	227415		670-700-473-45-16	#240 BODY REPAIR	3,290.96
158823	3/30/2017	FINCHUM, ROY	AUG 16 - JAN 17	675-702-473-42-36	BUCK SQUEEZ LEATHER ROPE	4,005.98	
158824	3/30/2017	FOSTER, SCOTT	MILEAGE 3/24/17	610-580-434-25-05	ENERGY ASSISTANCE PROGRAM REBATE AUG 2016- JAN 2017	40.07	
158825	3/30/2017	FRONTIER COMMUNICATIONS	9518497296MAR17	001-450-412-26-05	TRANSIT TRAINING - RVRSD TALENT MANAGEMENT	35.80	
158826	3/30/2017	GARCIA, DELPHINA	9518499205MAR17	001-450-412-26-05	MAR 16,2017 - APR 15,2017	105.95	
158827	3/30/2017	GARDA CL WEST INC	SEP 16 - FEB 17	001-450-412-26-05	MAR 13,2017 - APR 12,2017	108.62	
158828	3/30/2017	GONZALEZ, ARMIDA	9355846727	027928	675-702-473-42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2016- FEB 2017	129.64
158829	3/30/2017	GRAINGER			761-310-480-23-43	EXCESS ITEMS	51.70
158830	3/30/2017	GRANDBERRY, RICHARA	20217894	028310	675-702-473-42-36	ENERGY ASSISTANCE PROGRAM REBATE SEP 2016- FEB 2017	79.23
158831	3/30/2017	HASKELL REALTY	SEP 16 - FEB 17	001-000-204-80-10	DRIVERS, BATTERIES, CLEAN	197.48	
158832	3/30/2017	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20170331	001-000-204-16-00	DRIVERS, BATTERIES, CLEAN	406.20	
158833	3/30/2017	ICMRA RETIREMENT TRUST 457	20170331	702-380-480-30-06	PROJECT 2016-13	99.75	
158834	3/30/2017	JAYCOX CONSTRUCTION CNG	CBS174	028306	702-380-480-30-06	YOUTH BASKETBALL REFEREE 02/11/2017 - 03/11/2017	98.95
158835	3/30/2017	KELLY, PATRICK	CBS175	028306	001-000-218-22-22	UB CR REFUND 0000019780	2,072.05
158836	3/30/2017	LEIDOS ENGINEERING, LLC	MEAL 04/07/17	027350	001-000-204-80-10	PAYOUT SUMMARY	800.00
			INV-0004122492	027350	001-000-204-16-00	PAYOUT SUMMARY	16,322.52
			INV-0004145937	027350	702-380-480-30-06	PROJECT 2016-13	3,901.47
					001-220-421-23-06	PSP TRAINING @ SBSO 04/07/2017	12.00
					674-700-473-33-11	ENG SERVICE	3,156.86
					674-700-473-96-32	ENG SERVICE	731.47
					674-700-473-96-33	ENG SERVICE	626.97
					674-700-473-96-33	ENG SERVICE	1,382.87
					674-700-473-96-33	ENG SERVICE	12.00
					674-700-473-33-11	ENG SERVICE	1,315.00
					674-700-473-96-32	ENG SERVICE	16.00
					674-700-473-96-33	ENG SERVICE	69.88
					674-700-473-33-11	PAYOUT SUMMARY	417.31
					702-380-480-38-52	BATTERIES	1,045.00
					702-380-480-38-52	PAYOUT SUMMARY	12.00
					702-380-480-38-52	VARIOUS OFFICE SUPPLIES	95.49
					702-380-480-38-52	VARIOUS OFFICE SUPPLIES	235.68
					702-380-480-38-52	15 KV CABLE PO NUM 028091	15,540.24
					702-380-480-38-52	15 KV CABLE PO NUM 028091	454.33
					702-380-480-38-52	PAYOUT SUMMARY	(29.09)
					702-380-480-38-52	RETURN 12 VOLT COMMERC ORGNL INV 91-044138	156.83
					702-380-480-38-52	12 VOLT COMM. BATTERY	18.07
					702-380-480-38-52	UB CR REFUND 000052590	211.60
					702-380-480-38-52	TREE TRIM ADVERT	428.40
					702-380-480-38-52	ADV. SGMA	66.50
					702-380-480-38-52	13 WEEKS / 7 DAY DELIVERY MARCH 2017 - CITY MANAGER	157.19
					702-380-480-38-52	EL UNIFORMS	25.83
					702-380-480-38-52	FSR UNIFORMS	

City of Banning
Warrant List Detail March 2017

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Transaction Amount
158850	3/30/2017	PRUDENTIAL OVERALL SUPPLY	22395035	027959	670-7000-473-25-02	EL UNIFORMS	188.19
			22398328	027959	660-6300-471-25-02	UNIFORMS-WATER	50.00
			22398329	027959	680-8000-454-25-02	UNIFORMS-WASTEWATER	15.00
			22398343	027959	100-4900-431-25-02	STREET UNIFORMS	15.20
			22398344	027959	001-3600-461-25-02	PARKS UNIFORMS	6.65
			22398345	027959	761-3110-480-25-02	FSR UNIFORMS	25.83
			22398346	027959	670-7000-473-25-02	EL UNIFORMS	157.19
158851	3/30/2017	RANCHO PASEO MEDICAL GROUP	03012017	027943	001-1300-412-33-32	JAN DRUG TEST CHARGE	25.00
158852	3/30/2017	REDLANDS YUCAIPA RENTALS, INC	303175	028358	600-5100-435-30-02	PAINT SPRAYER RENTAL	66.00
158853	3/30/2017	RIV. CO. FIRE DEPARTMENT	232451		001-0000-219-00-00	QTR 2-FIRE PROTECTION SRV OCT 1,2016 - DEC 31, 2016	659,766.36
158854	3/30/2017	RIV. CO. SHERIFF'S DEPT.			001-2210-421-23-06	DISPATCH INTERPERSONAL SKILLS & CAREER SURVIVAL	65.00
158855	3/30/2017	RIV. CO. SHERIFF'S DEPT.			001-2200-421-23-06	M NOTTINGHAM TUITION 4/26 FIREARMS TACTICAL RIFLE	173.00
158856	3/30/2017	RIV. CO. SHERIFF'S DEPT.			001-2200-421-23-06	TUITION B CALLAHAN 4/26-7 FIREARMS TACTICAL RIFLE	173.00
158857	3/30/2017	RIV. CO. SHERIFF'S DEPT.			001-2200-421-23-06	TUITION M LOADER 04/26-27 FIREARMS TACTICAL RIFLE	173.00
158858	3/30/2017	RIV. CO. SHERIFF'S DEPT.			001-2200-421-23-06	TUITION - R YOUNGBLOOD FIREARMS TACTICAL RIFLE	173.00
158859	3/30/2017	RIV. CO. SHERIFF'S DEPT.			001-2200-421-23-06	TUITION - D HOCHSTEIN FIREARMS TACTICAL RIFLE	173.00
158860	3/30/2017	RIVERSIDE COUNTY SHERIFF'S			001-1000-411-23-05	ART WELCH 4/12/17 AWARD CEREMONY	30.00
158861	3/30/2017	ROWELL, JOYCE			673-421-23-36	ENERGY ASSISTANCE PROGRAM REBATE JUL 2016- DEC 2016	198.02
158862	3/30/2017	SEGURA, JENNIFER	MEAL 04/18/17		001-2200-421-23-06	PSP TRAINING @ SBSO 04/18/2017	12.00
158863	3/30/2017	SILVER & WRIGHT, LLP	21661		700-5300-480-33-04	LEGAL SERVICES THRU 02/28	5,983.49
158864	3/30/2017	SMITH, BRANDON	MEAL 04/07/17		001-2200-421-23-06	PSP TRAINING @ SBSO 04/07/2017	12.00
158865	3/30/2017	SOFTWARE ONE, INC	US-PSI-552408	028167	703-3700-480-30-17	COMPUTERS,DP & WORD PROC.	48,230.08
158866	3/30/2017	SOUTHERN CALIFORNIA EDISON			670-7000-473-26-04	HIGHLAND HOME RD / S / O FEB 1, 2017 - MAR 1, 2017	57.94
			2011958816MAR17		660-6300-471-26-04	WELL 11 - 7072 PLANT E-5 FEB 13,2017 - MAR 15,2017	43.32
			2015215049MAR17		660-6300-471-26-04	WELL 9 - 7070 PLANT D-5 FEB 13,2017 - MAR 15,2017	35.84
			2015215072MAR17		660-6300-471-26-04	WELL 10 - 7071 PLANT E-5 FEB 13,2017 - MAR 15,2017	772.73
			2015215098MAR17		660-6300-471-26-04	DEL RITA BOOSTER STATION FEB 13,2017 - MAR 15,2017	65.03
			2196273304MAR17		670-7000-473-27-11	BILL OF SALE FORM 44	1,209.00
					670-7000-473-27-11	BILL OF SALE FORM 44	228.00
158867	3/30/2017	SOUTHERN CALIFORNIA EDISON COMPANY	7500718855	028352	670-7000-473-27-11	MONTHLY DUES	653.62
			7500732462	028352	670-7000-473-27-11	PRINTER REPAIR	369.00
			19358	028063	670-7000-473-30-06	FLUME RESTORATION	6,500.00
			0372876-IN	028336	663-6300-471-96-35	BIO SOLIDS	432.00
			39524778	027990	663-6300-471-96-35	SGMA	2,718.46
			3956350	027990	663-6300-471-96-35	FLUME RESTORATION THRU 02/28/2017	1,512.00
			3956351	027990	663-6300-471-96-35	SGMA THRU 02/28/2017	6,500.00
			30-104378	028307	680-8000-454-23-36	ACT # 7215741-00001 JAN 24,2017 - FEB 23,2017	12.00
			MEAL 04/07/17		001-2200-421-23-06	ENERGY ASSISTANCE PROGRAM REBATE JUL 2016- DEC 2016	136.58
			JUL 16 - DEC 16		675-7020-473-42-36	ACT # 721004536-00001 JAN 27,2017 - FEB 26,2017	4,341.86
			S100050120.0001		660-0000-131-00-00	SEWER LIDS,COVER,FRAME P O NUM 028349	107.00
			2017070331		001-0000-204-60-00	PAYOUT SUMMARY	14.04
					670-7000-473-26-05	ACT # 7215741-00001 JAN 24,2017 - FEB 23,2017	14.19
					670-7000-473-26-05	ACT # 721004536-00001 JAN 27,2017 - FEB 26,2017	14.72
					670-7000-473-26-05	ACT # 771004535-00001 JAN 27,2017 - FEB 26,2017	258.79
					670-7000-473-26-05	ACT # 871004535-00001 JAN 27,2017 - FEB 26,2017	14.23
					100-4900-431-38-54	GRAFFITI PAINT	74.89
					001-2200-421-23-06	PSP TRAINING @ SBSO 04/18/2017	12.00
					670-0000-131-00-00	COLD SHRINK TERM PO NUM 028295	1,134.07
					703-3700-480-23-05	P. STEPHENS 04/23-26 NAB CONF LAS VEGAS, NV	846.93
					675777SB034860	ENERGY ASSISTANCE PROGRAM REBATE SEP 2016- FEB 2017	88.83
					SEP 16 - FEB 17	UB CR REFUND 000002446	87.35
					001-0000-218-22-22	MEAL 04/07/17	12.00
					001-2200-421-23-06	PSP TRAINING @ SBSO 04/07/2017	

City of Banning
Warrant List Detail March 2017

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Transaction Amount
158884	3/30/2017	BARR, ZAKARRIYA	FEB 2017		001-4000-461-23-15	YOUTH BASKETBALL REFEREE	367.50
9005977	3/1/2017	CA. ST. PUBLIC EMPLOYEES	PPE 01/29/2017	001-0000-204-20-00		RETIREMENT BENEFITS FOR PPE 01/29/2017	129,963.64
9005978	3/1/2017	CALPERS 457 PLAN - 450260	PPE 01/29/2017	001-0000-204-16-00		CALPERS 457 CONTRIBUTIONS PPE 01/29/2017	32,446.37
9005979	3/1/2017	CALPERS 457 PLAN - 450260	PPE 02/12/2017	001-0000-204-16-00		CALPERS 457 CONTRIBUTIONS PPE 02/12/2017	31,215.58
9005980	3/1/2017	CA. ST. PUBLIC EMPLOYEES	PPE 02/12/2017	001-0000-204-20-00		RETIREMENT BENEFITS FOR PPE 02/12/2017	129,308.09
9005981	3/2/2017	WELLS FARGO BANK	PPE 01/15/2017	001-0000-204-80-14		VEBA CONTRIBUTION FOR PPE 01/15/2017	750.00
9005982	3/3/2017	WELLS FARGO BANK	PPE 02/26/2017	001-0000-204-10-00		PAYOUT	306,284.01
9005983	3/6/2017	INTERNAL REVENUE SERVICE	PPE 02/26/2017	001-0000-204-11-00		PAYOUT TAX DEPOSIT PPE 02/26/2017	60,946.87
9005984	3/6/2017	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 02/26/2017	001-0000-204-13-00		PAYOUT TAX DEPOSIT PPE 02/26/2017	78,468.30
9005985	3/6/2017	TASC	PPE 02/26/2017	001-0000-204-12-00		PAYOUT TAX DEPOSIT PPE 02/26/2017	19,062.82
				001-0000-204-80-04		FY2016 PLAN FINALIZATION BALANCE	(1,309.86)
				001-0000-204-80-05		MEDICAL CONTRIBUTIONS PPE 02/26/2017	4,412.60
				001-0000-204-80-05		DEPENDANT CARE CONTRIBNTS PPE 02/26/2017	597.52
				(527.91)		FY2016 PLAN FINALIZATION BALANCE	(527.91)
				(33.90)		FY2016 PLAN FINALIZATION BALANCE	(33.90)
9005986	3/13/2017	INTERNAL REVENUE SERVICE	PPE 03/12/2017	001-0000-204-11-00		PAYOUT TAX DEPOSIT FOR PPE 03/12/17	1,226.00
9005987	3/13/2017	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 03/12/2017	001-0000-204-13-00		PAYOUT TAX DEPOSIT FOR PPE 03/12/17	907.32
9005988	3/14/2017	CA. ST. PUBLIC EMPLOYEES	PPE 02/26/17	001-0000-204-12-00		PAYOUT TAX DEPOSIT FOR PPE 03/12/17	452.84
9005988	3/13/2017	CALPERS 457 PLAN - 450260	PPE 02/26/17	001-0000-204-20-00		RETIREMENT BENEFITS FOR PPE 02/26/17	131,303.74
9005989	3/16/2017	WELLS FARGO BANK	PPE 03/12/17	001-0000-204-16-00		CAL PERS 457 CONTRIBUTION PPE 02/26/17	31,037.80
9005990	3/20/2017	INTERNAL REVENUE SERVICE	PPE 03/12/17	001-0000-204-10-00		PAYOUT PPE 03/12/2017	281,214.60
9005991				001-0000-204-11-00		PAYOUT TAX DEPOSIT PPE 03/12/2017	47,861.19
				001-0000-204-13-00		PAYOUT TAX DEPOSIT PPE 03/12/2017	70,833.46
9005992	3/20/2017	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 03/12/17	001-0000-204-12-00		PAYOUT TAX DEPOSIT PPE 03/12/2017	14,690.91
9005993	3/17/2017	TASC	PPE 03/12/17	001-0000-204-80-04		MEDICAL CONTRIBUTIONS PPE 03/12/2017	4,549.25
9005994	3/29/2017	WELLS FARGO BANK	PPE 02/26/17	001-0000-204-80-05		DEPENDANT CARE CONTRIBUTN PPE 03/12/2017	597.52
9005995	3/29/2017	WELLS FARGO BANK	PPE 03/12/17	001-0000-204-80-14		VEBA CONTRIBUTIONS FOR PPE 02/26/2017	625.00
9005996	3/31/2017	WELLS FARGO BANK	PPE 03/26/17	001-0000-204-10-00		PAYOUT PPE 03/26/2017	341,057.86
Grand Total							5,180,574.76
						Less Voided / Reissued Checks from Prior Period	-
						Less Voided Checks Prior Period	-
						Add Payroll Checks	10,814.20
						Total Remittance for Month	5,191,388.96

Voided Checks

March 2017

Date	Check	Vendor #	Reason	Amount	Check	Vendor #	Amount
3/23/2017	158650	4000	NEEDED TO ISSUE 2 SEPARATE CHECKS	\$ 1,502.00	158733	4000	\$ 1,355.00
					158734	4000	\$ 147.00
TOTALS				\$ 1,502.00			\$ 1,502.00

PAYROLL

DIRECT DEPOSIT TOTALS

PAY PERIOD ENDING	DIRECT DEPOSIT DATES	DIRECT DEPOSIT AMOUNTS
02/26/2017	03/03/2017	\$306,284.01
03/12/2017	03/17/2017	\$281,214.60
03/26/2017	03/31/2017	\$341,057.86

MANUAL CHECKS ISSUED

CHECK DATE	CHECK #	CHECK AMOUNT
03/10/2017	10839	\$3,388.52

TOTAL CHECKS/DIRECT DEPOSIT ISSUED

02/26/2017	03/03/2017	187
03/12/2017	03/17/2017	185
03/26/2017	03/31/2017	181
		553

Payroll

March 2017

Start	End	Date	Description	Check	Total
10825	10838	3/3/2017	WARRANT REGISTER	\$	2,739.48
10839	10839	3/10/2017	MANUAL CHECK	\$	3,388.52
10840	10853	3/17/2017	WARRANT REGISTER	\$	2,790.90
10854	10862	3/31/2017	WARRANT REGISTER	\$	1,895.30
TOTALS				\$	10,814.20

Prepared 3/02/17, 10:47:32
Program PR655L
CITY OF BANNING

Check Register
BIWEEKLY
Pay Date 3/03/17

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	UNITED STATES TREASURY		10825	125.50
	CALIF. STATE DISBURSEMENT UNIT		10826	322.61
	CALIF. STATE DISBURSEMENT UNIT		10827	180.46
	CALIF. STATE DISBURSEMENT UNIT		10828	300.00
	TRACY YOUNGBLOOD		10829	223.39
4000-461	LAPHAM, SIERRA G	4397	10830	183.19
4010-461	ALDERMAN, LUKE D	220	10831	183.58
4010-461	IRVING, MADISON L	3598	10832	138.92
4010-461	QUITINN, MELISSA S	6748	10833	84.35
	FRANCHISE TAX BOARD		10834	168.64
	UNITED STATES TREASURY		10835	260.00
	MARY NEIL WARE		10836	300.00
	FRANCHISE TAX BOARD		10837	75.00
	CALIF. STATE DISBURSEMENT UNIT		10838	193.84
	Total Checks -	14		2,739.48

Employee	Employee Number	Check Date	Gross Pay	With Hold	Net Pay	Advance Out	Payed Back	Dir Dep	Check Amount	Check Number
****	Grand Employees	Totals ***	6416.07	3027.55	3388.52	.00	.00	.00	.00	3388.52
*****1 Checks										
0 Regular checks amount - .00										
0 Supplemental checks amount - .00										
0 Advance checks amount - .00										
0 Void checks amount - .00										
1 Manual checks amount - 3,388.52										
0 Replacement checks amount - .00										

Prepared 3/16/17, 10:50:47
Program PR655L
CITY OF BANNING

Check Register
BIWEEKLY
Pay Date 3/17/17

Dept/Div	Activity	Check Payee	Social Security	Check Number	Amount
		UNITED STATES TREASURY		10840	125.50
		CALIF. STATE DISBURSEMENT UNIT		10841	322.61
		CALIF. STATE DISBURSEMENT UNIT		10842	180.46
		CALIF. STATE DISBURSEMENT UNIT		10843	300.00
		TRACY YOUNGBLOOD		10844	223.39
		LAPHAM, SIERRA G		10845	188.02
		ALDERMAN, LUKE D		10846	186.05
		IRVING, MADISON L		10847	86.82
		QUINN, MELISSA S		10848	183.58
		FRANCHISE TAX BOARD		10849	165.63
		UNITED STATES TREASURY		10850	260.00
		MARY NEILL WARE		10851	300.00
		FRANCHISE TAX BOARD		10852	75.00
		CALIF. STATE DISBURSEMENT UNIT		10853	193.84
		Total Checks -		14	2,790.90

Dept/Div	Activity	Check Payee	Social Security	Check Number	Amount
		UNITED STATES TREASURY		10840	125.50
		CALIF. STATE DISBURSEMENT UNIT		10841	322.61
		CALIF. STATE DISBURSEMENT UNIT		10842	180.46
		CALIF. STATE DISBURSEMENT UNIT		10843	300.00
		TRACY YOUNGBLOOD		10844	223.39
		LAPHAM, SIERRA G		10845	188.02
		ALDERMAN, LUKE D		10846	186.05
		IRVING, MADISON L		10847	86.82
		QUINN, MELISSA S		10848	183.58
		FRANCHISE TAX BOARD		10849	165.63
		UNITED STATES TREASURY		10850	260.00
		MARY NEILL WARE		10851	300.00
		FRANCHISE TAX BOARD		10852	75.00
		CALIF. STATE DISBURSEMENT UNIT		10853	193.84
		Total Checks -		14	2,790.90

Prepared 3/30/17, 13:27:18
Program PR655L
CITY OF BANNING

Check Register
BIWEEKLY
Pay Date 3/31/17

Dept/Div	Check Payee	Social Security	Check Number	Amount
4000-461	CALIF. STATE DISBURSEMENT UNIT CALIF. STATE DISBURSEMENT UNIT CALIF. STATE DISBURSEMENT UNIT TRACY YOUNGBLOOD LAPHAM, SIERRA G FRANCHISE TAX BOARD UNITED STATES TREASURY FRANCHISE TAX BOARD CALIF. STATE DISBURSEMENT UNIT	4397	10854 10855 10856 10857 10858 10859 10860 10861 9	322.61 180.46 300.00 223.39 250.69 89.31 260.00 75.00 193.84 1,895.30

Total Checks -



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: May 9, 2017

SUBJECT: Consider Adopting Resolution 2017-49, Approving an Amendment to the Contract with Kronick, Moskovitz, Tiedemann & Girard in the Amount of \$18,562.01.

RECOMMENDATION:

1. Consider of adopting Resolution 2017-49, approving an amendment to the contract with Kronick, Moskovitz, Tiedemann & Girard (Kronick) in the amount of \$18,562.01, for the legal services provided to City in connection with the preparation of a development agreement for the Rancho San Gorgonio Specific Plan development.
2. Authorize the City Manager to execute the Amendment.

JUSTIFICATION:

Rancho San Gorgonio, LLC (RSG) is responsible for the payment of all legal services in connection with the preparation of the development agreement between the developer and the City, and the City shall act as a pass-through to pay any legal fees that were provided directly to the City. Kronick provided legal services which exceeded the original contract amount of \$14,250. An amendment in the amount of \$18,562.01 is requested by staff for legal services provided, including travel, for a total contract amount of \$32,812.01.

RSG has paid the City a total of \$32,812.01, to pay Kronick in full. The amount of \$18,562.01 is in the developer deposit account with the City.

BACKGROUND:

The City entered into a contract with Kronick in June 2016 to provide legal services in connection with the negotiations of the development agreement with RSG.

FISCAL IMPACT:

None – the fees are paid by Rancho San Gorgonio and will be paid out of Account No. 002-2800-441.30-33 (Rancho San Gorgonio-Legal Services).

ATTACHMENTS:

- 1) First Amendment to the Professional Services Agreement with Kronick, Moskovitz, Tiedemann & Girard
- 2) Original Contract
- 3) Resolution 2017-49

Approved by:



Michael Rock
City Manager

ATTACHMENT 1

AMENDMENT #1 TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF BANNING** (“City”) and **KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD, a Professional Corporation** (“Consultant”) is effective as of the 9th day of May, 2017.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 9, 2016 (“Agreement”) whereby Consultant agreed to provide legal services to City in connection with the preparation of a development agreement for the Rancho San Gorgonio Specific Plan development.

B. City and Consultant now desire to amend the Agreement, plus Amendment No. 1 to include additional compensation for the additional services related to the legal services provided to City in connection with the preparation of a development agreement for the Rancho San Gorgonio Specific Plan development in the amount of Eighteen Thousand Five Hundred Sixty Two Dollars and One Cent (\$18,562.01) for the total contract amount not to exceed Thirty Two Thousand Eight Hundred Twelve Dollars and One Cent (\$32,812.01).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Compensation (Exhibit C-1): Exhibit “C” to the Agreement is hereby amended to include additional compensation as provided in the attached Exhibit “C-1”.

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **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

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

Michael Rock, City Manager

ATTEST:

Marie A. Calderon, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CONSULTANT:

By: _____
Name: Jeffrey Mitchell
Title: Vice President

By: _____
Name:
Title:

Address: 223 W. Foothill Blvd.
Claremont, CA 91711

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.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

- I. Consultant exceeded established Task Budget based on the time and rates of the personnel performing the tasks.
- II. The original budget was \$14,250 for 50 hours at \$275 per hour, plus \$500 for other expenses.
- III. Amendment No. 1 is based on an additional hours and travel expenses necessary to provide legal services to the City of Banning in connection with the preparation of a development agreement for the Rancho San Gorgonio Specific Plan development, in an amount not to exceed \$18,812.01.
- IV. The total contract amount, with amendment, shall not exceed \$32,812.01.

ATTACHMENT 2

CITY OF BANNING

PROFESSIONAL SERVICES AGREEMENT FOR

LEGAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 9th day of June 2016, by and between the CITY OF BANNING, a California municipal corporation herein ("City") and Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("KMTG").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner. Exhibit "B" shall list any exclusions or special requirements that supersede this contract boilerplate.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 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 the Agreement.

1.4 Warranty. 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. Consultant warrants all work under the Agreement 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 nonconformance 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. The 1-year warranty may be waived in Exhibit "A" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Fourteen Thousand Two Hundred Fifty Dollars (\$14,250.00) ("Contract Sum").

2.2 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 Deputy City Manager. 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-Consultant contracts. Sub-Consultant 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. 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.

2.3 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 Contract 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 ten percent (10%) of the Contract Sum, but not exceeding a totally contract amount of \$25,000 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.

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 City, 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, Article 5, pertaining to indemnification and insurance, respectively.

3.5 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").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Jon E. Goetz is hereby designated as being the representative of Consultant authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, and shall keep City informed of any changes.

4.2 Contract Officer. Michael Rock, City Manager is hereby designated as being the representative the City authorizes to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Consultant shall perform all services required herein as an independent Consultant of City 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, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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 either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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 this 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

The 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 City's Risk Manager or other designee of the City due to unique circumstances.

5.2 Indemnification. To the full extent provided by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of Consultant, its officers, agents, employees, agents, sub-consultants, or invitees, provided for herein ("indemnors"), or arising from Consultant's indemnors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the City indemnitees.

5.3 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.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require sub-consultants 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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

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.

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, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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. 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.

7.4 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit B. 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.

7.5 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.

8. MISCELLANEOUS

8.1 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 ensure 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.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City 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.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other 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, at City of Banning City Hall, 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

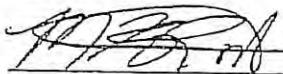
8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

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



Michael Rock, City Manager

ATTEST:



Marie Calderon, City Clerk

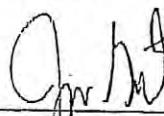
APPROVED AS TO FORM:



John C. Cotti, Interim City Attorney

CONSULTANT:

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD, A Professional Corporation

By: 
Name: Jon E. Goetz
Title: 
Name: Helen G. Block ~~Secretary~~ ~~President~~
Title: Vice President

Address: 223 W. Foothill Blvd.
Claremont, CA 91711

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 _____, 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

DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL
 CORPORATE OFFICER

TITLE(S)

PARTNER(S) LIMITED
 ATTORNEY-IN-FACT GENERAL
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("KMTG") to provide legal services to the City of Banning in connection with the preparation of a development agreement for the Rancho San Gorgonio Specific Plan development.

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed. The task shall be performed at a cost not to exceeding the Task Budget. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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:

A. As needed by the Contract Officer or his designee.

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. Jon Goetz, with backup from others at the firm if needed.

VI. As allowed in Section 1.4, City waives the 1-year warranty requirement.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 2.4, entitled Prevailing Wages, is deleted in its entirety.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.
- II. 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 sub-consultant labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed \$14,250.00, as provided in Section 2.1 of this Agreement.
- IV. The City will compensate Consultant for work performed on a time-and-materials basis at a rate of \$275.00 per hour plus expenses for basic services, including copying and delivering charges for U.S. Mail, Federal Express and third-party courier services charged at KMTG's actual cost upon submission of a valid invoice.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A.
- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.
- III. At this time is anticipated that the subject development agreement will be presented to Planning Commission on September 7, 2016, and hereafter to the City Council for review and approval. This schedule is subject to change without notice.

ATTACHMENT 3

RESOLUTION 2017-49

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA,
APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD FOR LEGAL
SERVICES FOR THE RANCHO SAN GORGONIO SPECIFIC PLAN DEVELOPMENT
AGREEMENT IN AN AMOUNT NOT TO EXCEED \$18,562.01.**

WHEREAS, on June 9, 2016, the City entered into an agreement approving a Professional Services Agreement for Legal Services with Kronick, Moskovitz, Tiedemann & Girard in connection with the preparation of a development agreement for the Rancho San Gorgonio Specific Plan development agreement in the sum of \$14,250; and

WHEREAS, on September 7, 2016 the development agreement was presented to the Planning Commission for approval and then presented to the City Council on October 11, 2016, when Ordinance 1499 was approved; and

WHEREAS, it is necessary to amend the Professional Services Agreement with Kronick, Moskovitz, Tiedemann & Girard to include additional services due to extended schedule, in the amount of \$18,562.01; and

WHEREAS, the professional services provided by Kronick, Moskovitz, Tiedemann & Girard will be funded by Rancho San Gorgonio, LLC in an amount not to exceed the amount of \$32,812.01; and

WHEREAS, Rancho San Gorgonio, LLC provided the amount of \$32,812.01 to the City of Banning, which was deposited into Account No. 002-2800-441.30-33 of which \$18,562.01 remains on deposit.

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

SECTION 1. The City of Banning adopts Resolution 2017-49 approving the First Amendment to the Professional Services Agreement with Kronick, Moskovitz, Tiedemann & Girard for legal services for the Rancho San Gorgonio development agreement in the amount of \$18,562.01.

SECTION 2. The City Manager is authorized to execute the First Amendment to the Professional Services Agreement with Kronick, Moskovitz, Tiedemann & Girard in the amount of \$18,562.01.

PASSED, APPROVED AND ADOPTED this 9th day of May 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

John C. Cotti, Interim City Attorney
Jenkins & Hogan, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-49, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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INTENTIONALLY**



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Patty Nevins, Interim Community Development Director

MEETING DATE: May 9, 2017

SUBJECT: Discuss and Consider Municipal Code Amendments to Various Sections of the Zoning Ordinance (Title 17 of the Banning Municipal Code) to Provide Consistency and Clarification Within the Text

RECOMMENDED ACTION:

1. Adopt a Categorical Exemption for Zone Text Amendment 17-97502; and
2. Approve Ordinance 1510 and introduce on first reading Ordinance 1510 amending various sections of the Zoning Ordinance (Title 17 of the Banning Municipal Code).
3. Direct staff to schedule the second reading and adoption of Ordinance No. 1510 for the May 23, 2017 regular City Council meeting.

COMMITTEE RECOMMENDATION:

Planning Commission

On April 5, 2017, the Planning Commission held a noticed public hearing on the Chapter 17 (Zoning Text) Amendments, at which time interested persons had an opportunity to testify in support of, or in opposition to, the Chapter 17 amendments. At that meeting, the Planning Commission voted 4-0 (Briant absent) to adopt Resolution No. 2017-07 recommending that the City Council approve the Zoning Text Amendments.

BACKGROUND:

Staff regularly reviews the City's Zoning Ordinance to identify potential improvements and to present recommendations with respect to amendments in order to address regulated land uses. This report contains recommendations for amendment of certain sections to address inconsistencies and clarifications.

ANALYSIS:

Amendments to six sections of the Zoning Ordinance are recommended as follows:

1. Single Family Homes in the Medium Density Residential (MDR) and High Density Residential (HDR) Zoning Districts

Amend Table 17.08.020 Permitted, Conditional and Prohibited Residential Uses as follows:

	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MHP
Single Family Dwelling	P	P	P	P	P	P	C-P	C	X

Currently, single family dwellings are conditionally permitted uses in the Medium Density Residential (MDR) zoning district. The purpose of this amendment is in part to address existing single family homes in the MDR zoning district that are nonconforming due to the absence of a CUP. Such properties that have been vacant for more than 6 months have lost their legal nonconforming status and cannot be re-occupied unless a Conditional Use Permit is applied for and approved by the Planning Commission.

The minimum lot size of the MDR zoning district is 5,000 square feet. However, at a maximum density of 10 dwelling units per acre, lots in the MDR zoning district require at least 8,712 square feet in order to develop two units (one acre at 43,560 square feet, divided by 10 units per acre maximum = a minimum of 4,356 square feet per unit). For lots within this zoning district that are smaller than 8,712 square feet, only one unit is qualified for. One unit is defined by 17.04.070 as a single family dwelling ("Single-Family Dwelling is a building containing one dwelling unit"). However, single family homes are not a permitted use but rather, require a Conditional Use Permit in the MDR zoning district. Thus, unless a single family home is a permitted use, lots meeting the required minimum lot size may not actually qualify for a residential dwelling under permitted uses within this land use district.

Additionally, footnote #3 of Table 17.08.030 *Residential Development Standards* includes the following: ³ A single family home can be built on an existing legal lot in the R/A, R/A-H, RR, RR/H, VLDR, LDR or MDR zones, providing all single family residential development standards for that zone are met." The proposed amendment making single

family homes a permitted use rather than a conditional use in the MDR zoning district would address this inconsistency as well.

In the version of the ordinance that was considered by the Planning Commission, this section included language that would have made existing single family homes in the HDR zone a permitted use. Staff has removed that language in order to include it in a more comprehensive review of nonconforming uses that will be brought back for consideration at a later date.

2. Accessory Structures:

Amend 17.08.050 *Accessory Structures* as follows:

Accessory structures in residential zoning districts shall be compatible with the materials and architecture of the primary dwelling of the property. Accessory structures may only be constructed on a lot containing a main dwelling unit. Accessory structures may be built to within 5 feet of the interior side and rear property lines as long as these structures are not closer than 10 feet to any other structure.

Building Code regulations may further restrict the distance to be maintained from property lines or other structures. The accessory structure may be a maximum of 50% of the footprint of the primary structure, and may be the same height as the principal structure. Second units are not considered accessory structures, and have specific development standards enumerated in Section 17.08.100.

The added language was inadvertently dropped during a previous code amendment modifying the first paragraph above; the second paragraph was not struck out in the amendment, but was removed during the update that incorporated the changes to the first paragraph. The language is necessary to both to limit the size of accessory structures consistent with their definition under 17.04.070 as "...subordinate use or structures, the use of which is clearly incidental...to that of the principal structure..." and to preclude owners from developing accessory structures that are inordinately large as compared to the primary structure. Additionally, the language ensures that the definition and regulation of second units defer to the appropriate regulations (Section 17.04.070 *Definitions* and 17.08.100 *Second unit standards*)

3. Development of commercial/industrial lots that are below the minimum lot size:

Amend Table 17.12.030 *Commercial and Industrial Development Standards* as follows:

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Min. Lot Size (Ac. Or s.f.) ¹⁷	-	6,000 s.f.	6,000 s.f.	6,000 s.f.	6,000 s.f.	5 ac.	1 ac.	10 ac.
Min. Lot Width (Feet) ¹⁷	-	60	60	60	70	150	100	300

Min. Lot Depth (Feet) ¹⁷	-	100	100	100	100	150	150	300
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¹⁷ An existing legal lot in the DC, GC, HSC, PO, I, AI, BP, or IMR zones can be developed, providing all other development standards for that zone are met.

This amendment would provide for the treatment of commercial and industrial lots that are below the minimum lot size consistent with existing regulations for residential lots that do not meet minimum lot size standards. Currently, Table 17.08.030 *Residential Development Standards* includes the following: “³ A single family home can be built on an existing legal lot in the R/A, R/A-H, RR, RR/H, VLDR, LDR or MDR zones, providing all single family residential development standards for that zone are met.”

Where commercial or industrial lots do not meet the required minimum lot size, width, or depth, in the absence of regulatory language consistent with the above residential language, it would be interpreted that these lots cannot be developed. The proposed amendment would address this.

4. Sign Regulations – Provide clarity/consistency

Amend 17.36.110 – Sign Regulations, as follows:

B(1) No sign attached to a structure shall be placed above the ~~roof~~ eave line.

This amendment would provide clarity and consistency with 17.36.060 which prohibits roof signs, and contains a definition for eaveline but not roof lines.

5. Landscaping Standards – Typographic Correction

Amend 17.32 *Landscaping Standards*, as follows:

Article <u>IV-III</u>	
Landscape Design Guidelines	
17.32.140	Purpose
17.32.150	Applicability
17.32.160	General Guidelines
17.32.170	Installation and Maintenance

This amendment will correct a typographic error.

6. Reconsideration – Typographical Correction

Amend 17.68.140, as follows:

17.68.140- Reconsideration.

If more complete or additional facts or information, which may affect the original action taken on an application by a review authority are presented, the review authority may reconsider such action taken, if a request for reconsideration is filed with the Department within 15 days following the final date of action. If a public

hearing was required in the original review process, another public notice as specified in Section 17.68.020 shall be made prior to the reconsideration of the review authority, and all costs associated with the reconsideration shall be paid by the applicant.

This amendment will correct a typographic error.

ENVIRONMENTAL DETERMINATION FOR ZONING TEXT AMENDMENT:

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment 17-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment 17-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

FISCAL IMPACT:

The proposed amendments are not expected to have any fiscal impact on the City's General Fund.

ALTERNATIVES:

1. Approve Staffs' recommendations and adopt Ordinance 1510 amending various sections of the Zoning Ordinance (Title 17 of the Banning Municipal Code) to provide consistency and clarification within the text.
2. Do not approve Staffs' recommendations and provide staff with alternative direction.

ATTACHMENTS:

1. Ordinance 1510
2. Planning Commission Resolution 2017-07
3. Public Hearing Notice

Approved by:



Michael Rock
City Manager

Attachment 1

Ordinance 1510

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ORDINANCE 1510

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A CATEGORICAL EXEMPTION AND APPROVING ZONING TEXT AMENDMENT 17-97502 AMENDING VARIOUS SECTIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE BANNING MUNICIPAL CODE) TO PROVIDE CONSISTENCY AND CLARIFICATIONS WITHIN THE TEXT

WHEREAS, on February 14, 2006, the City Council of the City of Banning adopted Ordinance 1339 approving Zone Change 03-3501 repealing the existing zoning ordinance and adopting the new Zoning Ordinance that included sign regulations; and

WHEREAS, a review of the existing Zoning Ordinance text reveals certain inconsistencies within the text, conflicting information between sections, and a need for clarifications; and

WHEREAS, the City Council has authority per Chapter 17.116 (Zoning Ordinance Amendments) of the City of Banning Municipal Code to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, on April 5, 2017, during a duly advertised public hearing, the Planning Commission adopted Resolution 2017-07 recommending to the City Council the adoption of Ordinance 1510 approving the Categorical Exemption and Zoning Text Amendment 17-97502; and

WHEREAS, on the 28th day of April 2017 the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Categorical Exemption and Zoning Text Amendment would be considered; and

WHEREAS, on the 9th day of May 2017 the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the proposed amendments, and at which time the City Council considered the Categorical Exemption and Zoning Text Amendment 17-97502; and

WHEREAS, at this public hearing on the 9th day of May 2017 the City Council considered and heard public comments on the proposed Categorical Exemption and Zoning Text Amendment; and

WHEREAS, the City Council has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on 9th day of May 2017;

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

SECTION 1. ENVIRONMENTAL.

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zoning Text Amendment 17-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA. The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zoning Text Amendment 17-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS.

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zoning Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zoning Text Amendment 17-97502.

Finding No. 1: Proposed Zoning Text Amendment 17-97502 is consistent with the goals and policies of the General Plan.

Findings of Fact: Proposed Zoning Text Amendment 17-97502 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in clarifying the

implementation of the goals, policies and programs of the General Plan. The primary General Plan Land Use Goals state “*A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents*” and “*Preserve and enhance the City’s Neighborhoods.*” The proposed amendments are intended to establish consistency between regulations within the Zoning Ordinance.

Finding No. 2: Proposed Zoning Text Amendment 17-97502 is internally consistent with the Zoning Ordinance.

Findings of Fact: Proposed Zoning Text Amendment 17-97502 is consistent with the existing provisions of the Zoning Ordinance. The proposed amendments to Table 17.08.020 (Permitted, Conditional and Prohibited Residential Uses) are intended to establish a consistency so that existing single family dwellings in the MDR and HDR zone can be utilized even if discontinued for six months or more, consistent with the ability to rebuild such structures if they were destroyed. The proposed amendment to Table 17.08.050 (Accessory Structures) will replace missing text that was inadvertently deleted; the proposed amendment to Section 17.12.030 (Commercial and Industrial Development Standards) is to establish consistency with 17.08.030 with respect to development of substandard lots. The proposed amendment to Section 17.36.110(B)(1) (Sign Regulations) will create consistency with 17.36.030 (Definitions) and amendments to 17.32 Landscaping Standards and 17.68.140 Reconsideration will correct typographical errors. Therefore, the proposed zoning text amendments will eliminate inconsistencies within the Zoning Ordinance.

Finding No. 3: The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zoning Text Amendment 17-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any

physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zoning Text Amendment 17-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. CITY COUNCIL ACTION.

The City Council hereby takes the following actions:

1. **Adoption of Categorical Exemption.** In accordance with Public Resources Code Section 21006 and CEQA Guidelines Section 15061 the City Council hereby adopts the Categorical Exemption prepared pursuant to CEQA Guidelines Section 15061(b)(3) for Zoning Text Amendment 17-97502.
2. **Approve Zoning Text Amendment 17-97502 as follows:**

Amend Table 17.08.020 Permitted, Conditional and Prohibited Residential Uses as follows:

	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MH P
Single Family Dwelling	P	P	P	P	P	P	P	C	X

Amend 17.08.050 Accessory Structures as follows:

Accessory structures in residential zoning districts shall be compatible with the materials and architecture of the primary dwelling of the property. Accessory structures may only be constructed on a lot containing a main dwelling unit. Accessory structures may be built to within 5 feet of the interior side and rear property lines as long as these structures are not closer than 10 feet to any other structure.

Building Code regulations may further restrict the distance to be maintained from property lines or other structures. The accessory structure may be a maximum of 50% of the footprint of the primary structure, and may be the same height as the principal structure. Second units are not considered accessory structures, and have specific development standards enumerated in Section 17.08.100.

Amend Table 17.12.030 *Commercial and Industrial Development Standards* as follows:

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Min. Lot Size (Ac. Or s.f.) ¹⁷	-	6,000 s.f.	6,000 s.f.	6,000 s.f.	6,000 s.f.	5 ac.	1 ac.	10 ac.
Min. Lot Width (Feet) ¹⁷	-	60	60	60	70	150	100	300
Min. Lot Depth (Feet) ¹⁷	-	100	100	100	100	150	150	300

¹⁷. An existing legal lot in the DC, GC, HSC, PO, I, AI, BP, or IMR zones can be developed, providing all other development standards for that zone are met.

Amend 17.32 *Landscaping Standards*, as follows:

Article III
Landscape Design Guidelines
17.32.140 Purpose
17.32.150 Applicability
17.32.160 General Guidelines

Amend 17.36.110 – Sign Regulations, as follows:

B(1) No sign attached to a structure shall be placed above the eave line.

Amend 17.68.140, as follows:

17.68.140- Reconsideration.

If more complete or additional facts or information, which may affect the original action taken on an application by a review authority are presented, the review authority may reconsider such action taken, if a request for reconsideration is filed with the Department within 15 days following the final date of action. If a public hearing was required in the original review process, another public notice as specified in Section 17.68.020 shall be made prior to the reconsideration of the review authority, and all costs associated with the reconsideration shall be paid by the applicant.

SECTION 4. APPLICABILITY

Except as amended pursuant to the above Sections, all other provisions of each section and of Title 17 shall remain unchanged and in effect.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every 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 6. PUBLICATION; EFFECTIVE DATE.

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California.

PASSED, APPROVED, AND ADOPTED this ____ day of May, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

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

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

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance 1510 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9th day of May, 2017, and was duly adopted at a regular meeting of said City Council on the _____ day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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Attachment 2

Planning Commission Resolution 2017-07

RESOLUTION 2017-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA RECOMMENDING APPROVAL TO THE CITY COUNCIL OF A CATEGORICAL EXEMPTION AND ZONING TEXT AMENDMENT 17-97502 AMENDING VARIOUS SECTIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE BANNING MUNICIPAL CODE) TO PROVIDE CONSISTENCY AND CLARIFICATIONS WITHIN THE TEXT

WHEREAS, a review of the existing Zoning Ordinance text reveals certain inconsistencies within the text, conflicting information between sections, and a need for clarifications; and

WHEREAS, staff has identified the need to address an inconsistency in the treatment of nonconforming residential structures in a residential land use district as outlined in Section 17.88.020(A) and 17.88.020(H) Non-conforming structures of the City of Banning Municipal Code; and

WHEREAS, staff has identified the need to replace inadvertently deleted text under Section 17.08.050 Accessory Structures of the City of Banning Municipal Code is taken; and

WHEREAS, staff has identified the need to amend Table 17.12.030 Commercial and Industrial Development Standards for consistency with Table 17.08.030 Residential Development Standards relative to minimum lot size requirements for development; and

WHEREAS, staff has identified the need to amend Sign Regulations Section 17.36.110 for consistency with 17.36.030 – Definitions; and

WHEREAS, staff has identified the need to amend 17.32 Landscaping Standards and 17.68.140 Reconsideration to correct typographical errors; and

WHEREAS, the Planning Commission has authority pursuant to Section 17.116.030 (Planning Commission Action on Amendments) of the City of Banning Municipal Code to make a written recommendation to the City Council to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, the City has reviewed the proposed Zoning Text Amendment for compliance with the California Environmental Quality Act (CEQA) and it is determined that Zone Text Amendment 17-97502 is not a 'project" under CEQA Guidelines 15061(b)(3); and

WHEREAS, on March 21, 2017, the City gave public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the project, which included the Categorical Exemption and Zone Text Amendment 17-97502; and

WHEREAS, on April 5, 2017, the Planning Commission held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the project and at which the Planning Commission considered the Categorical Exemption and Zone Text Amendment 17-97502.

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

SECTION 1. ENVIRONMENTAL FINDINGS.

The following environmental findings are made and supported by substantial evidence on the record before the Planning Commission, including and incorporating all evidence in the staff report and attendant attachments thereto:

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment 17-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 17-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS FOR ZONE TEXT AMENDMENT 17-97502.

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zone Text Amendments meet certain findings prior to recommendation of approval by the Planning Commission and approval by the City Council. The Planning Commission hereby makes the following findings, as supported by substantial evidence on the record including and incorporating all facts and evidence

in the staff report and its attendant attachments, in support of the recommendation for approval of the Zone Text Amendment 17-97502:

Finding No. 1: Proposed Zone Text Amendment 17-97502 is consistent with the goals and policies of the General Plan.

Findings of Fact: Proposed Zone Text Amendment 17-97502 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in clarifying the implementation of the goals, policies and programs of the General Plan. The primary General Plan Land Use Goals state "*A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents*" and "*Preserve and enhance the City's Neighborhoods.*" The proposed amendments are intended to establish consistency between regulations within the Zoning Ordinance.

Finding No. 2: Proposed Zone Text Amendment 17-97502 is internally consistent with the Zoning Ordinance.

Findings of Fact: Proposed Zone Text Amendment 17-97502 is consistent with the existing provisions of the Zoning Ordinance. The proposed amendments to Table 17.08.020 (Permitted, Conditional and Prohibited Residential Uses) are intended to establish a consistency so that existing single family dwellings in the MDR and HDR zone can be utilized even if discontinued for six months or more, consistent with the ability to rebuild such structures if they were destroyed. The proposed amendment to Table 17.08.050 (Accessory Structures) will replace missing text that was inadvertently deleted; the proposed amendment to Section 17.12.030 (Commercial and Industrial Development Standards) is to establish consistency with 17.08.030 with respect to development of substandard lots. The proposed amendment to Section 17.36.110(B)(1) (Sign Regulations) will create consistency with 17.36.030 (Definitions) and amendments to 17.32 Landscaping Standards and 17.68.140 Reconsideration will correct typographical errors. Therefore, the proposed zone text amendments will eliminate inconsistencies within the Zoning Ordinance.

Finding No. 3: The Planning Commission has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment 17-97502 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment 17-97502 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. PLANNING COMMISSION ACTION.

The Planning Commission hereby takes the following action:

Adoption of Planning Commission Resolution 2017-07:

1. Recommending to the City Council the adoption of a Categorical Exemption for Zone Text Amendment 17-97502; and
2. Recommending to the City Council the adoption of Ordinance 1510 approving Zone Text Amendment 17-97502.

PASSED, APPROVED AND ADOPTED this 5th day of April, 2017.



Eric Shaw, Chairman
Banning Planning Commission

APPROVED AS TO FORM
AND LEGAL CONTENT:



Gregg W. Kettles
Jenkins & Hogin, LLC
Interim Assistant City Attorney
City of Banning, California

ATTEST:



Sandra Calderon, Recording Secretary
City of Banning, California

CERTIFICATION:

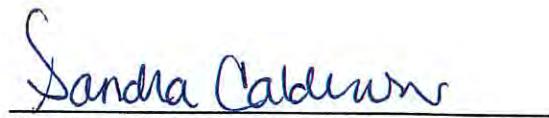
I, Sandra Calderon, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution, 2017-07, was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 5th day of April, 2017, by the following vote, to wit:

AYES: Wallace, Krick, Shaw, Price

NOES: None

ABSENT: Briant

ABSTAIN: None



Sandra Calderon, Recording Secretary
City of Banning, California



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INTENTIONALLY**

Attachment 3

Public Hearing Notice

Record Gazette
218 N. Murray St.
Proof of Publication
(2015.5 C.C.P.)

143374 PHN_ZTA 17-97502

State of California)
County of Riverside) ss.

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

April 28, 2017

NOTICE OF INTENT TO ADOPT A CATEGORICAL EXEMPTION AND NOTICE OF A PUBLIC HEARING FOR ZONE TEXT AMENDMENT (ZTA) NO. 17-97502 AMENDING VARIOUS SECTIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE BANNING MUNICIPAL CODE) TO PROVIDE CONSISTENCY WITHIN THE TEXT
NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, May 9, 2017, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider proposed Zone Text Amendment (ZTA) No. 17-97502 pursuant to Chapter 17.116 (Zoning Ordinance Amendments) of the City of Banning Municipal Code.

The proposal consists of amending Table 17.08.020 Permitted, Conditional, and Prohibited Residential Uses; amending 17.08.050 Accessory Structures; amending Table 17.12.030 Commercial and Industrial Standards; amending 17.32 Landscaping Standards; amending 17.36.110(B)(1) Sign Regulations, and amending 17.68.140 Reconsideration.

Information regarding the Categorical Exemption and Zone Text Amendment (ZTA) No. 17-97502 can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning. You may also go to the City of Banning website at <http://www.ci.banning.ca.us/>. All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220.

If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal, or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).

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

Patty Nevins
Interim Community Development Director
Dated: April 25, 2017
Published: April 28, 2017
Published in:
The Record Gazette
No. 143374
04/28/2017

Executed on: 04/28/2017

At Banning , CA

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

Ana Rivera

Signature



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Fred Mason, Electric Utility Director
Brandon Robinson, Associate Electrical Engineer

MEETING DATE: May 9, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-32, Approving the Expenditure of Funds in the Amount of \$118,891 for the Purchase of Electrical Distribution Equipment to Accommodate 4 kV to 12 kV System Voltage Conversion at the Alola and Airport Substations

RECOMMENDATION:

The City Council adopt Resolution 2017-32:

1. Approving expenditures in the amount of \$118,891 to fund the purchase of electric distribution equipment to accommodate 4 kV to 12 kV system voltage conversion at the Alola and Airport Substations.
2. Authorizing the City Manager or his designee to make the necessary budget adjustments, appropriations, and transfers related to the project.

JUSTIFICATION:

Approval of Resolution 2017-32 would support the City of Banning Electric Utility ("Utility") in completing the 4kV to 12kV voltage upgrades at the Alola and Airport substations and the overhead/underground distribution system.

BACKGROUND:

The Utility originally identified the need to upgrade the distribution system during the completion of the "10-Year Electric System Master Plan 2004-2014." As a part of an effort to complete the projects that were proposed in the preferred plan, the Banning City Council adopted Resolution 2010-27 authorizing the Utility to utilize a portion of its Electric

Bond proceeds for 12kV voltage upgrades at Aloha and Airport substations, which also includes 12kV voltage upgrades for the distribution system. The Utility will also complete additional projects such as system upgrades at Lions Park, Duetsch Company, 4kV to 12kV Overhead and Underground Conversion of distribution circuits, and other projects related to the expansion of 12kV distribution throughout Banning. One of the cost saving measures utilized with this contract is to procure distribution equipment prior to construction to ensure the availability of all required materials, and minimize delays to the project.

The Utility's design and project management consultant Leidos Engineering, LLC ("Leidos") assists the Utility with the design and construction administration for the aforementioned upgrades. Leidos has helped the Utility research and identify appropriate methods for completing system voltage upgrades.

The Utility has identified the need for certain electrical distribution equipment that are both specific to the 12kV voltage upgrades and are also considered special order items. This includes a total of twelve (12) overhead switches, four (4) 500 KVA S-Type transformers, and four (4) 333 KVA S-Type transformers. We requested quotes for the equipment from a variety of vendors and received the following responses:

<u>Vendor</u>	<u>Quote</u>
Overhead Switches	
1. One Source	\$4,243 each
2. Wesco Distribution	Did Not Quote
3. Pacific Utilities	Did Not Quote
4. CED	Did Not Quote
5. Anixter Power Solution, LLC	Did Not Quote
500 KVA Transformers	
1. Wesco Distribution	\$ 8,412 each
2. One Source	\$11,333 each
3. Anixter Power Solution, LLC	\$17,375 each
333 KVA Transformers	
1. Wesco Distribution	\$ 6,380 each
2. One Source	\$11,005 each
3. Anixter Power Solution, LLC	\$11,571 each

The Utility received one quote for the overhead switches, although the request for quote was sent to multiple vendors. The lowest cost quoted is \$4,243 plus taxes per switch from One Source. Four other vendors did not provide a quote for this equipment. Wesco Distribution provided the lowest cost for the 500 KVA transformers at \$8,412 each plus taxes, and 333 KVA transformers at \$6,380 each plus taxes.

FISCAL IMPACT:

The Utility would require an approval of expenditures in the amount of \$118,891 for costs associated with the distribution equipment purchases. These funds are available in

accounts 674-7000-473.96-32 Alola Substation and 674-7000-473.96-33 Airport Substation for the purchase of the distribution equipment for the Alola and Airport Substation 12kV Conversion.

OPTIONS:

1. Adopt Resolution 2017-32.
2. Reject Resolution 2017-32. If rejected, the Utility will not be able to meet the requirements to complete voltage conversion upgrades.

ATTACHMENTS:

1. Resolution 2017-32
2. Quote from One Source for Overhead Switches
3. Quotes for 333 KVA and 500 KVA Transformers

Approved by:



Michael Rock
City Manager

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ATTACHMENT 1

(Resolution 2017-32)

RESOLUTION 2017-32

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA,
APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$118,891 FOR
THE PURCHASE OF ELECTRICAL DISTRIBUTION EQUIPMENT TO
ACCOMMODATE 4KV TO 12KV SYSTEM VOLTAGE CONVERSION AT THE ALOLA
AND AIRPORT SUBSTATIONS**

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 4kV to 12kV conversion of Alola and Airport Substations; and

WHEREAS, One Source provided the lowest quote for the overhead switches and Wesco Distribution provided the lowest quote for the 500 KVA and 333 KVA S-Type transformers; and

WHEREAS, funds in the amount of \$118,891 are available in accounts 674-7000-473.96-32 Alola Substation and 674-7000-473.96-33 Airport Substation for the purchase of the distribution equipment for the Alola and Airport Substation 12kV Conversion.

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

SECTION 1. Approves expenditures in the amount of \$118,891 to fund the purchase of electric distribution equipment to accommodate 4 kV to 12 kV system voltage conversion at the Alola and Airport Substations.

SECTION 2. Authorizes the City Manager or his designee to make the necessary budget adjustments, appropriations, and transfers related to the project.

PASSED, APPROVED AND ADOPTED this 9th day of May, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-32, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning

ATTACHMENT 2

(Quote from One Source for Overhead Switches)

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** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED
December 29, 2016 3:51:43 PM PST
city Yard 951-849-1550

REMOTE CSID
FF240-IP

DURATION
48
(01/01) 12/29/2016 03:51:09 PM

PAGES
1
STATUS
Received

TO ZACH PATTERSON
COMPANY ONE SOURCE
PHONE 760-806-5163
FAX 760-901-4414



CARL MORRIS
ph 951-922-3186
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	#6 DUPLEX AL. OVERHEAD 600V, SHEPHERD	3000'	\$293.00/mft 1wks
2	S & C 14.4kv OMNI RUTPER SWITCH 900A, UPRIGHT & PROVISION FOR NEUTRAL, #147442R4-S102	12	\$4,243.00 8-10wks

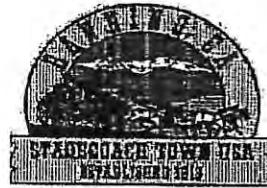
600

60
56916

12/29/16

12/29/2016
PLEASE QUOTE WITHIN FIVE (5) DAYS
THANK YOU

TO LISA GROVES
 COMPANY WESCO
 PHONE 562-463-5100
 FAX 562-463-5105



CARL MORRIS
 ph 951-922-3186
 fax 951-849-1550

ITEM	DESCRIPTION	QTY	PRICE
1	#6 DUPLEX AL. OVERHEAD 600V, SHEPHERD	3000'	.344/FT 1-10 PA43
2	S & C 14.4kv OMNI RUTPER SWITCH 900A, UPRIGHT & PROVISION FOR NEUTRAL, #147442R4-S102	12	No Bid



[Handwritten signature]

Lisa Groves
 Sr. Inside Sales
 Public Power

13140 Alondra Blvd.
 Cerritos, Ca. 90703
 Main (562) 356-2940
 Direct (562) 356-2942
 Fax (562) 463-5105
 lgroves@wesco.com

1/3/17

12/29/2016
 PLEASE QUOTE WITHIN FIVE (5) DAYS
 THANK YOU

Carl Morris

From: fax@cityofbanning.local
Sent: Thursday, December 29, 2016 3:57 PM
To: CityYardFax
Subject: FaxFinder Fax Notification: Successfully sent fax to 9256741692
Attachments: fax_outbound_9256741692_20161229_155649_00000705-0000.pdf

Create Time: 12/29/2016 03:55:47 PM
Schedule Time: 12/29/2016 03:56:49 PM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 1
Username: Yard
Sender name: City Yard
Sender email: cityyardfax@ci.banning.ca.us Sender phone:
Sender fax: 951-849-1550
Sender org: City of Banning
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 1
Recipient fax: 9256741692
Recipient phone: 7602242112
Recipient name: PACIFIC UTILITIES
Recipient org: ELECTRIC
Use cover page: false
Receipt: always
Print receipt: never
Print receipt printer:
Print receipt first page: false

TO ROSE STANTON
COMPANY PACIFIC UTILITIES
PHONE 760 224 2112
FAX 925 674 1692



CARL MORRIS
ph 951-922-3186
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	#6 DUPLEX AL. OVERHEAD 600V, SHEPHERD	3000'	
2	S & C 14.4kv OMNI RUTPER SWITCH 900A, UPRIGHT & PROVISION FOR NEUTRAL, #147442R4-S102	12	

12/29/2016
PLEASE QUOTE WITHIN FIVE (5) DAYS
THANK YOU

Carl Morris

From: fax@cityofbanning.local
Sent: Thursday, December 29, 2016 3:55 PM
To: CityYardFax
Subject: FaxFinder Fax Notification: Successfully sent fax to 9519220820
Attachments: fax_outbound_9519220820_20161229_155511_00000704-0000.pdf

Create Time: 12/29/2016 03:54:14 PM
Schedule Time: 12/29/2016 03:55:11 PM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 1
Username: Yard
Sender name: City Yard
Sender email: cityyardfax@ci.banning.ca.us Sender phone:
Sender fax: 951-849-1550
Sender org: City of Banning
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 1
Recipient fax: 9519220820
Recipient phone: 9519222232
Recipient name: CED
Recipient org: ELECTRIC
Use cover page: false
Receipt: always
Print receipt: never
Print receipt printer:
Print receipt first page: false

TO BOB MAYCOCK
COMPANY CED
PHONE 951 922 2232
FAX 951 922 0820



CARL MORRIS
ph 951-922-3186
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	#6 DUPLEX AL. OVERHEAD 600V, SHEPHERD	3000'	
2	S & C 14.4kv OMNI RUTPER SWITCH 900A, UPRIGHT & PROVISION FOR NEUTRAL, #147442R4-S102	12	

12/29/2016
PLEASE QUOTE WITHIN FIVE (5) DAYS
THANK YOU

Carl Morris

From: fax@cityofbanning.local
Sent: Thursday, December 29, 2016 3:50 PM
To: CityYardFax
Subject: FaxFinder Fax Notification: Successfully sent fax to 9517373261
Attachments: fax_outbound_9517373261_20161229_154937_00000701-0000.pdf

Create Time: 12/29/2016 03:48:43 PM
Schedule Time: 12/29/2016 03:49:37 PM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 1
Username: Yard
Sender name: City Yard
Sender email: cityyardfax@ci.banning.ca.us Sender phone:
Sender fax: 951-849-1550
Sender org: City of Banning
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 1
Recipient fax: 9517373261
Recipient phone: 5628014577
Recipient name: ANIXTER POWER HD SUPPLY
Recipient org: ELECTRIC
Use cover page: false
Receipt: always
Print receipt: never
Print receipt printer:
Print receipt first page: false

TO JUAN ZUNIGA
COMPANY ANIXTER POWER SOLUTIONS, LLC.
PHONE 562-801-4577
FAX 951-737-3261



CARL MORRIS
ph 951-922-3186
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	#6 DUPLEX AL. OVERHEAD 600V, SHEPHERD	3000'	
2	S & C 14.4kv OMNI RUTPER SWITCH 900A, UPRIGHT & PROVISION FOR NEUTRAL, #147442R4-S102	12	

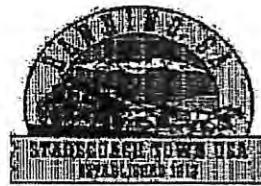
12/29/2016
PLEASE QUOTE WITHIN FIVE (5) DAYS
THANK YOU

ATTACHMENT 3

(Quotes for 333 KVA and 500 KVA Transformers)

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TO LISA GROVES
 COMPANY WESCO
 PHONE 562-463-5100
 FAX 562-463-5105



CARL MORRIS
 ph 951-922-3186
 fax 951-849-1550

ITEM	DESCRIPTION	QTY	PRICE
1	333 KVA, 2400/4160-7200/12470, 240/480 DELTA, POLE TYPE	4	6380. ⁰⁰
2	500 KVA, 2400/4160-7200/12470, 277/480, POLE TYPE	4	8412. ⁰⁰

Terms: Net 30
 FOB: Delivered



Lisa Groves
 Sr. Inside Sales
 Public Power

13140 Alondra Blvd.
 Cerritos, Ca. 90703
 Main (562) 356-2940
 Direct (562) 356-2942
 Fax (562) 463-5105
 Igroves@wesco.com

lisa

4/11

04/04/2017
 PLEASE QUOTE WITHIN FIVE (5) DAYS
 THANK YOU

POWER PARTNERS

04-10-2017

REF ATHENS NEG NO: BANNR05M1 City of Banning
 Quote Date: 4/10/2017
 Quote Expiration Date: 5/10/2017



Lisa Groves
 Sr. Inside Sales
 Public Power

13140 Alondra Blvd.
 Cerritos, Ca. 90703
 Main (562) 356-2940
 Direct (562) 356-2942
 Fax (562) 463-5105
 lgroves@wesco.com

PLS QUOTE:

Self venting and resealing cover is quoted as pressure relief device p

8
 \$1380-

1 4 AB122D54ZZR05M1
 Overhead Distribution Transformer; S - Conventional
 333 KVA
 No Load: 401 Watts at 85 degrees C; Load: 2261 Watts at 85 degrees C; Total Loss: 2662 Watts
 2400/4160Y X 7200/12470Y HV; 75 * 95 BIL; Copper HV Winding Mat
 240/480 LV; 30 * 30 BIL; Non-LV Interlaced; Copper LV Winding Mat
 60 Hz
 1 Phase
 Transformer Weight: 2344.29 lbs.; Height: 54 in.; Width: 39.00 in.; Depth: 42.00 in.
 Est. Shipping Dimensions: 2442.29 lbs. Height: 58 in.; Width: 45 in.; Length: 48 in.;
 Est. C/C Weight: 1298.52 lbs.
 65 Temp. Rise;
 1 DV Switch,RTE
 1 HV Line Bushing, 95kV BIL, 11"Creep, 6-4/0 size eyebolt
 1 HV Line Bushing, 95kV BIL, 11"Creep, 6-4/0 size eyebolt
 4 LV Bushings, 4 Hole "H" spade, Porcelain 1" STUD
 84 Gal(s) of Transformer Oil
 1 27" Carbon STL Cover, 2 HV Bushing Holes

2 4 AB152D55ZZR05M1
 Overhead Distribution Transformer; S - Conventional
 500 KVA
 No Load: 636 Watts at 85 degrees C; Load: 2664 Watts at 85 degrees C; Total Loss: 3300 Watts
 2400/4160Y X 7200/12470Y HV; 75 * 95 BIL; Copper HV Winding Mat
 277/480Y LV; 30 BIL; Non-LV Interlaced; Copper LV Winding Mat
 60 Hz
 1 Phase
 Transformer Weight: 2984.73 lbs.; Height: 54 in.; Width: 41.00 in.; Depth: 46.00 in.
 Est. Shipping Dimensions: 3082.73 lbs. Height: 58 in.; Width: 45 in.; Length: 48 in.;
 Est. C/C Weight: 1891.56 lbs.
 65 Temp. Rise;
 1 DV Switch,RTE
 1 HV Line Bushing, 95kV BIL, 11"Creep, 6-4/0 size eyebolt
 1 HV Line Bushing, 95kV BIL, 11"Creep, 6-4/0 size eyebolt
 2 LV Bush, 4 H "J" spade, Porcelain .38TKx4W, 1.25" Stud
 77 Gal(s) of Transformer Oil
 1 27" Carbon STL Cover, 2 HV Bushing Holes

8412

Item	R	X	Imp	Iexc	RegPF*	EffPU*	DOE	DOE	2016	2016	
							Min	Eff	Met	Req	Met
1	1.49	1.23	1.93	0.31	0.80	100.00	98.76	98.82	YES	98.82	YES
2	0.68	1.52	1.66	0.17	0.80	100.00	99.36	99.44	YES	99.43	YES
3	0.53	1.93	2.00	0.27	0.80	100.00	99.42	99.49	YES	99.49	YES

(*)From Customer Specifications.

National (DOE) Efficiency Standard Information.

All the Calculated DOE Efficiencies are @ 50% Load, PF of 1, NL @ 20C & LL @ 55C.

Item	Eff@ 25%	Eff@ 50%	Eff@ 75%	Eff@ 100%	Eff@ 125%	Reg@ .8PF	Reg@ .9PF	Reg@ 1.0PF	NL@ 105%	NL@ 110%	EXI@ 105%	EXI@ 110%
1	98.66	98.78	98.58	98.30	97.99	1.93	1.88	1.49	41.20	46.40	0.40	0.50
2	99.35	99.42	99.33	99.21	99.06	1.46	1.28	0.69	456.70	546.20	0.20	0.50
3	99.36	99.48	99.43	99.34	99.24	1.59	1.33	0.55	802.00	1173.50	0.70	3.00

Overhead transformer lead times for items not in stock or production are per the chart below. Lead times are from date of order entry at Athens to date of shipment & are subject to available production space at order entry. Contact division sales engineer for availability and price adjustment for shorter lead time. Enter a complete 10 character or 15 character style number at time of order entry.

kVA	Weeks
Coreform 5 - 37.5 kVA	8 (styles that begin with K, L, M, & N)
Shellform 5 - 75 kVA	8 (all other styles)
Large 100 - 1000 kVA	10
Jumbos	10
3-Phase	10
Ruts	12

On new orders, acknowledgement of scheduled ship date will be sent 5-10 business days after order entry.

"Quoted prices include transportation fuel surcharge."

Lead times are based on available production space at time of order entry.

We quote our distributor F.O.B. point of shipment. It is our distributor's responsibility to quote F.O.B. destination.

Our nameplate is engraved as follows: "Filled with mineral oil that contained less than 1 p.p.m. PCB at time of manufacture."

Our standard centerbolt cover is offered as a pressure relief device. It is self-venting and resealing per IEEE standards. In accordance with IEEE standards, all transformers 250 kVA and greater are fitted with the B-Style hanger bracket as designated on page 19 in spec IEEE C57.12.20.2005.

Quote Validity:

Quote valid for 30 days unless stated otherwise on quote.

Price Validity:

On firm orders: Prices are valid for 60 days after receipt of order.

Price validity on approval orders: Prices are valid for 30 days after initial mailing date of approval drawings.

Orders not released for manufacture within 30 days of the initial drawing date are subject to adjustment of pricing.

CITY OF BANNING
OVERHEAD TRANSFORMER REQUISITION

Phone (909) 922-3120 Fax (909) 849-1550

Date: 3/28/17

Contact Person: Carl Morris, Electric Dept/Warehouse Specialist

Project: AIRPORT & ALOHA 4-12KV CONVERSION By: BRANDON ROBINSON

THREE -Phase, Overhead Transformers Quantity: 4 New Rebuilt

KVA 5 10 15 25 37½ 50
 75 100 167 250 333 500

Voltage: Primary 4160 GRD Y / 2400 12470 GRD Y / 7200

Dual Voltage 4160 GRD Y / 2400 — 12470 GRD Y / 7200

Secondary 120 / 240

Secondary 277

Secondary 240 / 480 VOLTA

Primary Winding Copper Al

Secondary Winding Copper Al

1. Conventional, ANSI Design (2 High-Volt Bushings)
2. Nameplate and Schematic, KVA marking in front of tank (2" min).
3. 5 Position Tap Changer, 2½ % Per-Tap, Center Position at 100%
4. Mineral Oil, Non PCB
5. Paint: Sky Gray or Equal
6. High volt BIL 60KV @ 2400 ----- 95KV @ 7200
7. Low volt BIL 30KV
8. Impedance _____ (within $\pm 5\%$)
9. Dual Volt Switch 2400 / 7200 Volts
10. Tap Changer Operation @ 2400 Volts 7200 Volts
11. Lifting Lugs
12. Automatic Pressure Relief Valve
13. Tank Grounding Provision
14. Low Voltage Grounding Provision
15. External (Top) Cover Grounding Strap

CITY OF BANNING
OVERHEAD TRANSFORMER REQUISITION

Phone (909) 922-3186 Fax (909) 849-1550

Date: 3/28/17Contact Person: Carl Morris, Electric Dept./Warehouse SpecialistProject: AIRPORT & ALOLA 4-12KV CONVERSION By: BRANDON ROBINSONTHREE-Phase, Overhead Transformers. Quantity: 4 New RebuiltKVA 5 10 15 25 37½ 50
 75 100 167 250 333 500Voltage: Primary 4160 GRD Y / 2400 12470 GRD Y / 7200 Dual Voltage 4160 GRD Y / 2400 — 12470 GRD Y / 7200 Secondary 120 / 240 Secondary 277 / 480 Secondary 240 / 480Primary Winding Copper AlSecondary Winding Copper Al

1. Conventional, ANSI Design (2 High-Volt Bushings)
2. Nameplate and Schematic, KVA marking in front of tank (2" min).
3. 5 Position Tap Changer, 2½ % Per-Tap, Center Position at 100%
4. Mineral Oil, Non PCB,
5. Paint: Sky Gray or Equal
6. High volt Bil 60KV @ 2400 — 95KV @ 7200
7. Low volt Bil 30KV
8. Impedance: _____ (within $\pm 5\%$)
9. Dual Volt Switch 2400 / 7200 Volts
10. Tap Changer Operation @ 2400 Volts 7200 Volts
11. Lifting Lugs
12. Automatic Pressure Relief Valve
13. Tank Grounding Provision
14. Low Voltage Grounding Provision
15. External (Top) Cover Grounding Strap

Orders on hold pending drawing approval beyond 30 day of initial drawing date are subject to price adjustment every 30 days.

We take exception to supplying a stainless steel nameplate. Instead we will provide a high quality anodized aluminum nameplate. Overhead units will be supplied with manufacturer ID and serial number barcoded on the nameplate in response to an industry direction. To ensure the necessary readability and life, the anodized aluminum offers superior performance, and was verified by our life, performance tests.



Lisa Groves
Sr. Inside Sales
Public Power

13140 Alondra Blvd.
Cerritos, Ca. 90703
Main (562) 356-2940
Direct (562) 356-2942
Fax (562) 483-5105
lgroves@wesco.com

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED
April 4, 2017 2:25:01 PM PDT

REMOTE CSID
FF240-IP

DURATION
156

PAGES
3

STATUS
Received

City Yard 951-849-1550

(01/03) 04/04/2017 02:22:40 PM

TO ZACH PATTERSON
COMPANY ONE SOURCE
PHONE 760-806-5163
FAX 760-901-4414



CARL MORRIS
ph 951-922-3186
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	333 KVA,2400/4160-7200/12470, 240/480 DELTA, POLE TYPE	4	\$11,005.00
2	500 KVA, 2400/4160-7200/12470, 277/480, POLE TYPE	4	\$11,333.00

A 15 week lead time for both line items.

04/04/2017
PLEASE QUOTE WITHIN FIVE (5) DAYS
THANK YOU

QUOTATION

CA

CONFIDENTIAL

We thank you for your inquiry and are pleased to submit the following quotation. When placing an order, please reference this quote # on your order and process your Purchase order to the "vendor name" on the line(s) below along with payment to the correct "remit to address" as shown

CUSTOMER	GE				ESTIMATED LEAD	
ITEM	ITEM	QUANTITY	UNIT PRICE	UM	TIME TO SHIPMENT	
001	000001	4	(DROP) (STOCK)	EA	15 WEEKS	
			GE ID:	QRHE101		
			DESCRIPTION:			
			333 KVA			
			THREE PHASE PAD TRANSFORMER			
			4160 GRDY / 2400 X 12470 GRDY / 7200 - 480MID TAP 240			
			(2) - 2.5% ABOVE AND BELOW IN HV			
			LOOPFEED, SIX HV BUSHING, STAGGERED LV			
			FUS EXP BAY + FUS LIM RANGO PARCIAL			
			DEAD FRONT, MINIMUM DIMS, STAGGERED LV			
			TYPE ONAN, 95 KV BIL			
			20 INCH DEEP CABINET, TEMP. RISE: 650C			
			PAINT FINISH: ANSI 70 GRAY			
			DOE 2016 STANDARD COMPLIANT DESIGN			
			HANDHOLE 8" X 19"			
			200 AMP HV BUSHING WELL REMOVABLE STUD 35 KV			
			5/8 STUD TYPE WITH 4 HOLES BLADE 600 A - LV BUSHING			
			STANDARD PRESSURE RELIEF VALVE			
			PROVISION FOR VACUUM PRESSURE GAUGE			
			1 INCH DRAIN VALVE WITH 3/8 INCH SAMPLER IN LV			
			WARNING DECAL PER NEMA FIG. 1			
			DANGER DECAL PER NEMA FIG. 2			
			STANDARD NAMEPLATE			
			PLASTIC GRD CONNECTOR PLUG			
			JACKING FACILITIES			
			FUS EXP BAY			
			FUS LIM RANGO PARCIAL			
			OIL ASTM TYPE II			

CUSTOMER ITEM	GE ITEM	QUANTITY	ESTIMATED LEAD		
			UNIT PRICE	UM	TIME TO SHIPMENT
001 (CONT)	000001	HORIZONTAL BAR OF RUNNER VERTICAL BAR OF RUNNER NO LOAD LOSSES-554, LOAD LOSSES-2641, TOTAL LOSSES-3195 IZ PCT: 4.49 EXC PCT: 2 VENDOR NAME: GE-PROLEC TRANSFORMERS, INC REMIT TO: GE-PROLEC TRANSFORMERS, INC PO BOX 281453 ATLANTA, GA 30384-1453			
002	000002	4	(DROP) EA 15 WEEKS (STOCK)		
			GE ID: QRHD990		
			DESCRIPTION:		
			500 KVA		
			THREE PHASE PAD TRANSFORMER		
			4160 GRDY / 2400 X 12470 GRDY / 7200 - 480Y/277		
			(2) - 2.5% ABOVE AND BELOW IN HV		
			LOOPFEED, SIX HV BUSHING, STAGGERED LV W/RADIA		
			BAYONET EXP. FUSE + ISO LINK		
			DEAD FRONT, MINIMUM DIMS, STAGGERED LV		
			TYPE ONAN, 95 KV BIL		
			20 INCH DEEP CABINET, TEMP. RISE: 650C		
			PAINT FINISH: ANSI 70 GRAY		
			DOE 2016 STANDARD COMPLIANT DESIGN		
			HANDHOLE 8" X 19"		
			200 AMP HV BUSHING WELL REMOVABLE STUD 35 KV		
			5/8 STUD TYPE WITH 4 HOLES BLADE 830 A - LV BUSHING		
			STANDARD PRESSURE RELIEF VALVE		
			DUAL SENSING EXPULSION FUSE		
			ISO LINK		
			PROVISION FOR VACUUM PRESSURE GAUGE		
			1 INCH DRAIN VALVE WITH 3/8 INCH SAMPLER IN LV		
			WARNING DECAL PER NEMA FIG. 1		
			DANGER DECAL PER NEMA FIG. 2		
			STANDARD NAMEPLATE		
			FLAPPER VALVE		
			PLASTIC GRD CONNECTOR PLUG		
			JACKING FACILITIES		
			OIL ASTM TYPE II		
			HORIZONTAL BAR OF RUNNER		
			VERTICAL BAR OF RUNNER		
			NO LOAD LOSSES-679, LOAD LOSSES-4072, TOTAL LOSSES-4751		
			IZ PCT: 4.66 EXC PCT: 2		
			VENDOR NAME: GE-PROLEC TRANSFORMERS, INC		
			REMIT TO: GE-PROLEC TRANSFORMERS, INC		

=====

CUSTOMER	GE	ITEM	ITEM	QUANTITY	UNIT PRICE	UM	ESTIMATED LEAD TIME TO SHIPMENT
002	000002	PO BOX 281453 (CONT) ATLANTA, GA 30384-1453					

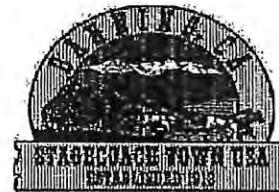
=====

TOTAL QUOTED AMT:

PAYMENT TERMS: NET CASH 30	TRANS METHOD: BEST WAY
MIN BILL AMT: 0.00	TRANS RESP: ORIGIN (SHP PT)
T&C'S TYPE: GE STANDARD	TRANS TERMS: FREE CARRIER
T&C'S REF:	TITLE PASS: ORIGIN (SHP PT)
T&C'S EFFECTIVE DATE:	SHIP PAY METHOD: PREPD BY SELLER
CONTRACT:	RISK XFER: BUYER AT ORIGIN
END USER: ONE SOURCE DIS BUENA PARK CA	LOT PRICE:



TO JUAN ZUNIGA
COMPANY ANIXTER POWER SOLUTIONS, LLC.
PHONE 562-801-4577
FAX 951-737-3261



CARL MORRIS
ph 951-922-3186
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	333 KVA, 2400/4160-7200/12470, 240/480 DELTA, POLE TYPE HOWARD TRANS	4	\$11,571.00 EA., 8-10 WKS
2	500 KVA, 2400/4160-7200/12470, 277/480, POLE TYPE HOWARD TRANS	4	\$17,375.00 EA., 8-10 WKS

FREIGHT INCLUDED

NON-CANCELABLE, NON-RETURNABLE

LEAD TIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES
WITHIN TWO WEEKS OR RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND
THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.

04/04/2017
PLEASE QUOTE WITHIN FIVE (5) DAYS
THANK YOU

CITY OF BANNING
OVERHEAD TRANSFORMER REQUISITION

Phone (909) 922-3186 Fax (909) 849-1550

Date: 3/28/17 Contact Person: Carl Morris, Electric Dept./Warehouse Specialist

Project: AIRPORT & ALOHA 4-12KV CONVERSATION By: BRANDON ROBINSON

THREE - Phase, Overhead Transformers. Quantity: 4 New Rebuilt

KVA 5 10 15 25 37½ 50
 75 100 167 250 333 500

Voltage: Primary 4160 GRD Y / 2400 12470 GRD Y / 7200

Dual Voltage 4160 GRD Y / 2400 --- 12470 GRD Y / 7200

Secondary 120 / 240

Secondary 277

Secondary 240 / 480 DEUTA

Primary Winding: Copper Al

Secondary Winding Copper Al

1. Conventional, ANSI Design (2 High-Volt Bushings)
2. Nameplate and Schematic, KVA marking in front of tank (2" min).
3. 5 Position Tap Changer, 2½% Per-Tap, Center Position at 100%.
4. Mineral Oil, Non PCB.
5. Paint: Sky Gray or Equal
6. High-volt BIL 60KV @ 2400 ----- 95KV @ 7200
7. Low-volt BIL 30KV
8. Impedance: _____ (within $\pm 5\%$)
9. Dual Volt Switch 2400 / 7200 Volts
10. Tap Changer Operation @ 2400 Volts 7200 Volts
11. Lifting Lugs
12. Automatic Pressure Relief Valve
13. Tank Grounding Provision
14. Low Voltage Grounding Provision
15. External (Top) Cover Grounding Strap

CITY OF BANNING
OVERHEAD TRANSFORMER REQUISITION

Phone (909) 922-3120 Fax: (909) 849-1550

Date: 3/28/17 Contact Person: Carl Morris, Electric Dept/Warehouse Specialist

Project: AIRPORT & ALOLA 4-12KV CONVERSION By: BRANDON ROBINSON

THREE-Phase, Overhead Transformers. Quantity: 4 New Rebuilt

KVA 5 10 15 25 37½ 50
 75 100 157 250 333 500

Voltage: Primary 4160 GRD Y / 2400 12470 GRD Y / 7200

Dual Voltage: 4160 GRD Y / 2400 --- 12470 GRD Y / 7200

Secondary 120 / 240

Secondary 277 / 480

Secondary 240 / 480

Primary Winding: Copper Al

Secondary Winding: Copper Al

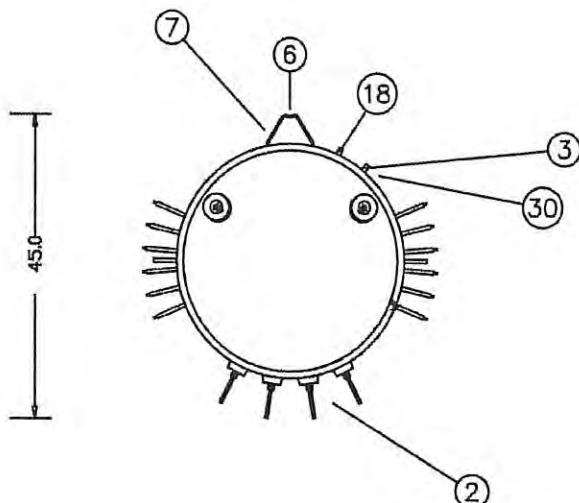
1. Conventional, ANSI Design (2 High-Volt Bushings)
2. Nameplate and Schematic, KVA marking in front of tank (2" min).
3. 5 Position Tap Changer, 2½% Per-Tap, Center Position at 100%
4. Mineral Oil, Non-PCB,
5. Paint: Sky Gray or Equal
6. High-volt Bil. 60KV @ 2400 ----- 95KV @ 7200
7. Low Volt Bil. 30KV
8. Impedance: _____ (within $\pm 5\%$)
9. Dual Volt Switch 2400 / 7200 Volts
10. Tap Changer Operation @ 2400 Volts 7200 Volts
11. Lifting Logs
12. Automatic Pressure Relief Valve
13. Tank Grounding Provision
14. Low Voltage Grounding Provision
15. External (Top) Cover Grounding Strap

APPROXIMATE WEIGHT: 3250 LBS
333 KVA

0222-004895-001
NO.

LEGEND:

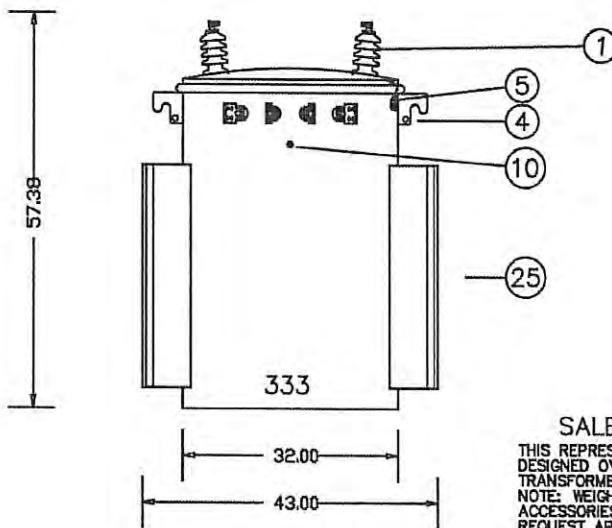
1. HIGH VOLTAGE BUSHING
2. LOW VOLTAGE BUSHINGS
3. PRESSURE RELIEF VALVE
4. LIFTING LUGS
5. COVER GROUND STRAP
6. HANGER BRACKETS
7. NAMEPLATE
10. LV NEUTRAL GROUND
18. S/M SWITCH
25. RADIATORS
30. TANK GROUND PROV.



NOTES:

H.I. QUOTE BV4895 001
PER SPEC OHXFM93.SPC
DATED 04-05-17

TRANSFORMER COLOR IS GRAY
ANSI #70, MUNSELL 5BG 7.0/0.4.



SALES DRAWING
THIS REPRESENTS A TYPICAL ANSI
DESIGNED OVERHEAD, DISTRIBUTION
TRANSFORMER.
NOTE: WEIGHT, DIMENSIONS, AND
ACCESSORIES SHOWN ARE TYPICAL.
REQUEST APPROVAL DRAWING IF
ACTUAL WEIGHT, DIMENSIONS, AND
CUSTOMER REQUIREMENTS ARE NEEDED.

HOWARD **Hi** INDUSTRIES INC.

LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

NAME: BANNING EL. DEPT. CC 746

DESCR: 2400/4160Y X 7200/12470Y - 240/480

95 KV BIL 2 BUSHING CONV TAPS SPLIT

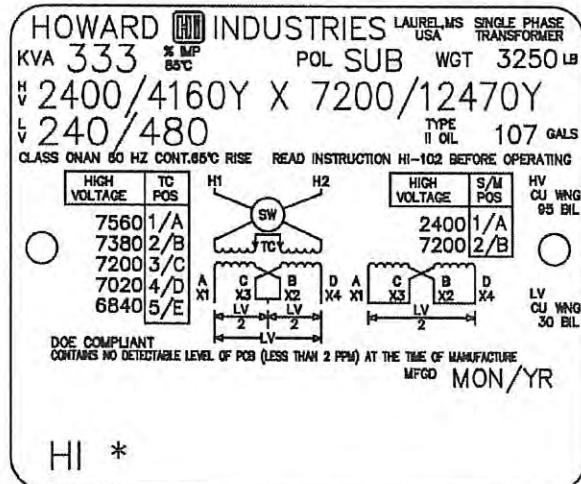
SCALE	NTS	DWG BY	BV	CHK BY	DATE	04/06/17
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REV	DATE	REVISION	BY	APP

TIME: 10:04:08,882

NAMEPLATE

0222-104895-001
NO.



HI *

* SERIAL NUMBER

BANNING EL. DEPT.

H.I. QUOTE BV4895

ITEM NO. 001

SEE SAME ITEM NUMBER FOR
OUTLINE DRAWING

SALES DRAWING
MORE DETAILS ARE PROVIDED
ON THE APPROVAL DRAWING

HOWARD  INDUSTRIES INC.

LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

NAME: LASER NAMEPLATE	cc	0018
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DESCR:

SCALE	FULL	DWG BY	BV	CHK BY	DATE	04/06/17
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REV	DATE	REVISION	BY	APP

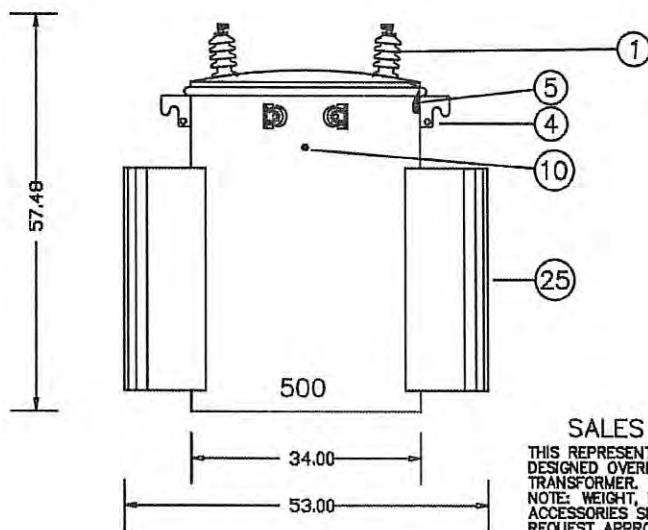
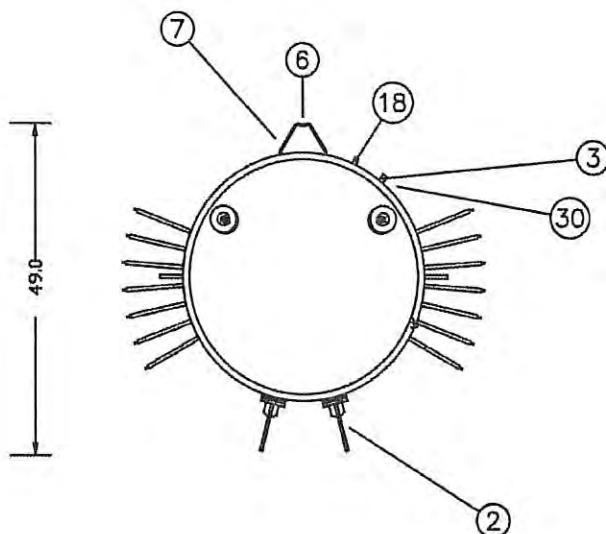
0222-104895-001

APPROXIMATE WEIGHT: 4277 LBS
500 KVA

0222-004895-002
NO.

LEGEND:

1. HIGH VOLTAGE BUSHING
2. LOW VOLTAGE BUSHINGS
3. PRESSURE RELIEF VALVE
4. LIFTING LUGS
5. COVER GROUND STRAP
6. HANGER BRACKETS
7. NAMEPLATE
10. LV NEUTRAL GROUND
18. S/M SWITCH
25. RADIATORS
30. TANK GROUND PROV.



NOTES:

H.I. QUOTE BV4895 002
PER SPEC OHXFM93.SPC
DATED 04-05-17

TRANSFORMER COLOR IS GRAY
ANSI #70, MUNSELL 5BG 7.0/0.4.

SALES DRAWING

THIS REPRESENTS A TYPICAL ANSI
DESIGNED OVERHEAD, DISTRIBUTION
TRANSFORMER.
NOTE: WEIGHT, DIMENSIONS, AND
ACCESSORIES SHOWN ARE TYPICAL.
REQUEST APPROVAL DRAWING IF
ACTUAL WEIGHT, DIMENSIONS, AND
CUSTOMER REQUIREMENTS ARE NEEDED.

HOWARD Hi INDUSTRIES INC.

LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

NAME: BANNING EL. DEPT.	CC	746
-------------------------	----	-----

DESCR: 2400/4160Y X 7200/12470Y - 277/480Y
--

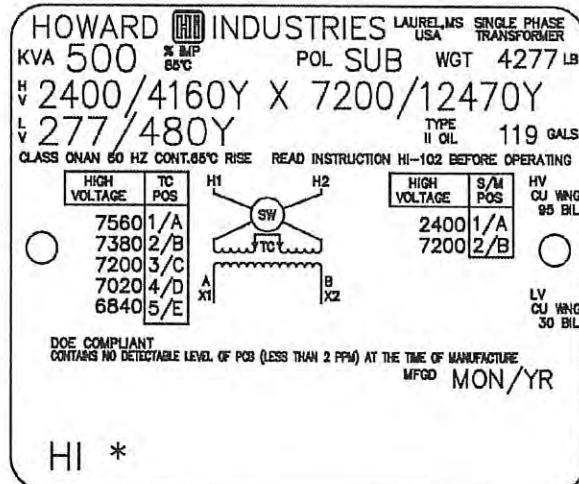
95 KV BIL 2 BUSHING CONV TAPS SPLIT

SCALE	NTS	DWG BY	BV	CHK BY	DATE 04/08/17
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REV	DATE	REVISION	BY	APP

TIME: 10:04:11.938

NAMEPLATE

0222-104895-002
NO.

* SERIAL NUMBER

BANNING EL. DEPT.

H.I. QUOTE BV4895

ITEM NO. 002

SEE SAME ITEM NUMBER FOR
OUTLINE DRAWINGSALES DRAWING
MORE DETAILS ARE PROVIDED
ON THE APPROVAL DRAWING

REV	DATE	REVISION	BY APP

HOWARD HI INDUSTRIES INC.			
LAUREL, MISS. USA 39440			
MFG. OF DISTRIBUTION TRANSFORMERS			
NAME: LASER NAMEPLATE	CC 0018		
DESCR:			
SCALE FULL	DWG BY BV	CHK BY	DATE 04/06/17

0222-104895-002

HOWARD INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division

P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION CUSTOMER COPY

ANIXTER POWER SOLUTIONS
PO BOX 4959
ORLANDO, FL 32802

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: YOUNG & COMPANY ATTN

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: BANNING ELEC.

QUOTATION NO: BV-4895
QUOTATION DATE: 04/06/2017
PAGE NO: 1

ITEM	Qty	Description	Unit Price	Shipment ARO
ITEM 1	4	<p>PRODUCT: 1-PHASE OVERHEAD INVESTOR CONVENTIONAL DUAL VOLTAGE</p> <p>KVA: 333 KVA</p> <p>HV: 2400/4160Y X 7200/12470Y 95KV BIL</p> <p>LV: 240/480 30KV BIL</p> <p>TAPS: (2) 2-1/2 ABOVE & BELOW</p> <p>TANK: MILD STEEL</p> <p>LOSSES: NO LOAD = 383, LOAD = 2332, TOTAL = 2715</p> <p>IMPED = 2.3</p> <p>OIL TYPE: MINERAL</p>		08-10 WKS
ITEM 2	4	<p>PRODUCT: 1-PHASE OVERHEAD INVESTOR CONVENTIONAL DUAL VOLTAGE</p> <p>KVA: 500 KVA</p> <p>HV: 2400/4160Y X 7200/12470Y 95KV BIL</p> <p>LV: 277/480Y 30KV BIL</p> <p>TAPS: (2) 2-1/2 ABOVE & BELOW</p> <p>TANK: MILD STEEL</p> <p>LOSSES: NO LOAD = 505, LOAD = 3281, TOTAL = 3786</p> <p>IMPED = 2.7</p> <p>OIL TYPE: MINERAL</p>		08-10 WKS

SILICON.
QUOTED NON-EVALUATED MEETING DOE STANDARDS.
1-PHASE POLE, 2 BUSHING, CONVENTIONAL,
SINGLE HANGER BRACKET, COPPER/COPPER WINDINGS,
PER CUSTOMER INQUIRY DATED 4-5-17.

ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL
DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF

UNCONTROLLED COPY

CONTINUED ON NEXT PAGE

104
UNLESS VIEWED ON A PC FROM THE QCShare on Howardpc Drive

Document 2.01
Revised 1.1
Approved 1/15/15

HOWARD INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION CUSTOMER COPY

ANIXTER POWER SOLUTIONS
PO BOX 4959
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FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: YOUNG & COMPANY ATTN
INQUIRY: BANNING ELEC.

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: BANNING ELEC.

QUOTATION NO: BV-4895
QUOTATION DATE: 04/06/2017
PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME. TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.		

UNCONTROLLED COPY

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LAST PAGE

SUBMITTED BY BEVERLY VARNER

05

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Howard J. L. Resources

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: May 9, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-45, Approving the Renewal of the Landscape Maintenance Contract for Landscape Maintenance District No. 1 with Artistic Maintenance, Inc. of Lake Forest, California for Fiscal Year 2017/2018 in the Amount of \$76,440.

RECOMMENDED ACTION:

Adopt Resolution 2017-45, Approving the Renewal of the Landscape Maintenance Contract for Landscape Maintenance District No. 1 with Artistic Maintenance, Inc. of Lake Forest, California for Fiscal Year 2017/2018 in the Amount of \$76,440.

BACKGROUND:

The City Council approved the formation of LMD No. 1 by adopting Resolution 1990-59 on August 14, 1990. An additional five tracts and three tentative tracts were annexed into LMD No. 1 ("Annexation No. 1") when the City Council approved Resolution 2005-36 on May 10, 2005.

LMD No. 1 currently consists of sixteen (16) accepted tracts: Tract Nos. 21882, 22810, 22811, 22913, 23446 (including the median on Highland Home Road), 23598, 28252, 29721, 30186, 30222 (including Richard Sanchez Park), 30793, 31833, 31834, 31835, 32109, and 30906. Tract No. 36969 has not been accepted thus far.

The purpose of LMD No. 1 is for the maintenance and servicing of landscape medians and parkways, perimeter strips and backup walls, landscaped hillsides with high visibility, side slopes adjacent to sidewalks, retention basins, and the irrigation of the above facilities. LMD No. 1, by special benefit assessments, provides funding for the servicing and maintenance of designated landscape areas within the City of Banning. A

map displaying LMD No. 1 and boundaries of each tract is attached herewith as Attachment 2.

A Request for Proposals (RFP) was prepared and advertised in March of 2014. On May 13, 2014, the City Council approved Resolution 2014-24, awarding the contract for the operation and maintenance of LMD No. 1 to Artistic Maintenance, Inc. Subsequently, on May 12, 2015, Resolution 2015-35, renewing the initial contract with Artistic Maintenance, Inc., was approved by the City Council. On May 24, 2016, the City Council approved Resolution 2016-34, renewing Artistic Maintenance's contract for a second time.

The scope of work includes providing all of the labor, tools, materials, and equipment necessary to provide landscape maintenance services of LMD No.1. This includes performing weekly maintenance and inspection, checking the operation of all irrigation systems and identifying required repairs and, if necessary, the labor for replacing trees, flowers or shrubs within landscaped areas that are maintained under the contract.

As originally approved, the Contract Agreement is for a term of twelve (12) months (\$5,120.00/month; \$61,440.00/year) with the possibility of an option to renew for up to four (4) single additional years (for a total of five (5) single years) upon a satisfactory yearly review of the previously provided services. If approved, extensions to the Contract Agreement will terminate no later than June 30, 2019.

ISSUES/ANALYSIS:

The Public Works Department does not have the required field staff needed to maintain the LMD No. 1 landscape areas, therefore it is necessary to retain a landscape maintenance contractor to provide these services.

Artistic Maintenance, Inc., of Lake Forest, California, has provided satisfactory landscape operation and maintenance services during Fiscal Year 2016/2017 and has agreed to not increase the contract amount by a Consumer Price Index (CPI) this upcoming Fiscal Year. Staff therefore recommends the renewal of the landscape maintenance contract.

If this contract renewal is approved, it will be the third renewal for Artistic Maintenance, Inc. to maintain the LMD No. 1.

FISCAL IMPACT:

Fund No. 111 (Landscape Maintenance Assessment District No.1) will be utilized to fund this contract renewal for Fiscal Year 2017/2018 in the amount of \$76,440. Account No. 111-4900-432-23.29 (Landscape Maintenance) in the amount of \$61,440 will fund the monthly operation and maintenance portion of the agreement and Account No. 111-4900-432-30.01 (Repair/Maintenance-Grounds/Fields) in the amount

of \$15,000 will be used to fund miscellaneous labor costs related to irrigation repairs and landscaping materials.

ALTERNATIVES:

1. Adopt Resolution No. 2017-45.
2. Reject staff's recommendation. If rejected, staff can prepare a Request for Proposal and solicit proposals. This option would require some time to process, therefore, a maintenance contract would be required while a new agreement is established. The Public Works Department currently does not have sufficient staff to maintain the LMD No. 1 landscape areas in house.

ATTACHMENTS:

1. Resolution No. 2017-45
2. LMD No. 1 Map for FY 2017/18
3. Professional Services Agreement - Artistic Maintenance Inc.

Approved by:



Michael Rock
City Manager

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ATTACHMENT 1

(Resolution No. 2017-45)

RESOLUTION 2017-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE RENEWAL OF THE LANDSCAPE MAINTENANCE CONTRACT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 WITH ARTISTIC MAINTENANCE, INC. OF LAKE FOREST, CALIFORNIA FOR FISCAL YEAR 2017/2018 IN THE AMOUNT OF \$76,440

WHEREAS, at its regularly scheduled meeting on August 14, 1990, the City Council adopted Resolution No. 1990-59, authorizing the formation of Landscape Maintenance District (LMD) No. 1; and

WHEREAS, at its regularly scheduled meeting on May 10, 2005, the City Council adopted Resolution 2005-36, ordering the annexation of an additional five tracts and three tentative tracts ("Annexation No. 1") to the City's LMD No. 1; and

WHEREAS, at its regularly scheduled meeting on May 13, 2014, the City Council adopted Resolution 2014-24, awarding a contract for the operation and maintenance of the City of Banning's LMD No.1 for a term of one (1) year with the option to renew the Contract Agreement for up to four (4) additional single years upon a satisfactory yearly review of the previously provided services; and

WHEREAS, at its regularly scheduled meeting on May 12, 2015, Resolution 2015-35, renewing the initial contract with Artistic Maintenance, Inc., was approved by the City Council; and

WHEREAS, at its regularly scheduled meeting on May 24, 2016, the City Council approved Resolution 2016-34, approving the second renewal of the initial contract with Artistic Maintenance, Inc.; and

WHEREAS, Artistic Maintenance, Inc., of Lake Forest, California, has provided satisfactory service to the City over the past fiscal year; and

WHEREAS, the Contract Agreement with Artistic Maintenance, Inc. was for a term of twelve (12) months (\$5,120.00/month; \$61,440.00/year) with the possibility of an option to renew for up to four (4) single additional years upon a satisfactory yearly review of the previously provided services; and

WHEREAS, staff recommends the renewal of the Contract Agreement with Artistic Maintenance, Inc. for Fiscal Year 2017/2018 and requests the addition of \$15,000 be made to fund miscellaneous irrigation repairs and landscape replacement; and

WHEREAS, Account No. 111-4900-432-23.29 (Landscape Maintenance) in the amount of \$61,440 will fund the monthly operation and maintenance portion of the agreement and Account No. 111-4900-432-30.01 (Repair/Maintenance-Grounds/Fields) in the amount of \$15,000 will be used to fund miscellaneous operations related to irrigation repairs and landscape replacement.

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

SECTION 1. That the landscape maintenance services contract renewal for LMD No. 1 is hereby renewed with Artistic Maintenance, Inc. of Lake Forest, California, in the amount of \$76,440.00.

SECTION 2. That the Administrative Services Director is authorized to make all necessary budget adjustments, appropriations and transfers.

SECTION 3. That the City Manager is authorized to execute the Contract Agreement renewal for a one year term with Artistic Maintenance, Inc. of Lake Forest, California.

PASSED, ADOPTED AND APPROVED this 9th day of May, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-45 was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 9th day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

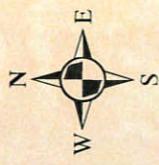
ABSTAIN:

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

ATTACHMENT 2

(MAP OF LANDSCAPE MAINTENANCE DISTRICT NO. 1)

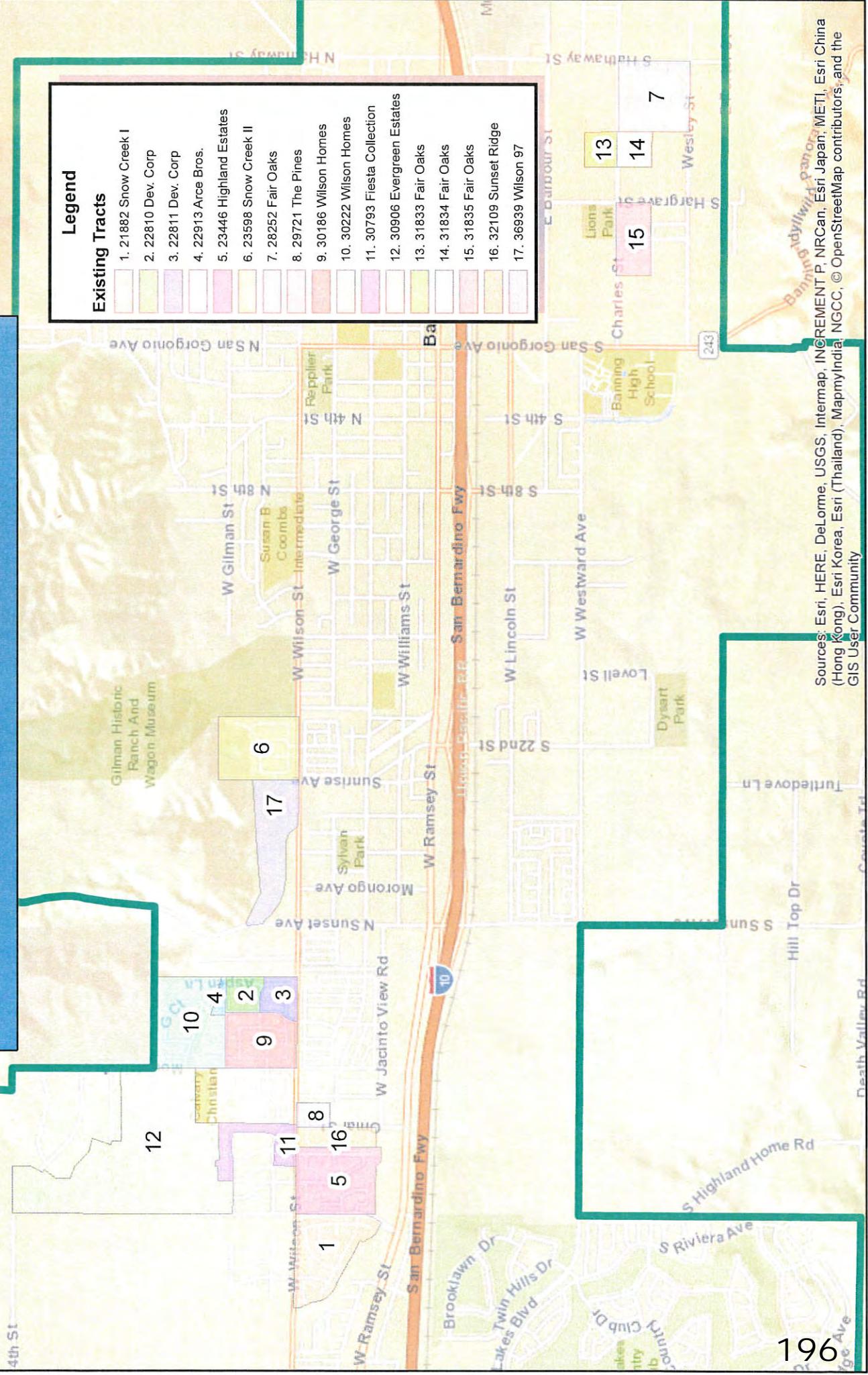
Map of Landscape Maintenance District No. 1 2017-2018



Legend

Existing Tracts

1. 21882 Snow Creek I
2. 22810 Dev. Corp
3. 22811 Dev. Corp
4. 22913 Arce Bros.
5. 23446 Highland Estates
6. 23598 Snow Creek II
7. 28252 Fair Oaks
8. 29721 The Pines
9. 30186 Wilson Homes
10. 30222 Wilson Homes
11. 30793 Fiesta Collection
12. 30906 Evergreen Estates
13. 31833 Fair Oaks
14. 31834 Fair Oaks
15. 31835 Fair Oaks
16. 32109 Sunset Ridge
17. 36938 Wilson 97



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapnyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 3

(Professional Services Agreement – Artistic Maintenance Inc.)

AMENDMENT NO. 1

TO THE AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN THE CITY OF BANNING AND ARTISTIC MAINTENANCE, INC. FOR THE OPERATION AND MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICT NO. 1.

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BANNING** ("CITY") and **ARTISTIC MAINTENANCE, INC.**, ("Contractor") is effective as of the 1st day of July, 2016.

RECITALS

A. CITY and Contractor entered into that certain Agreement for Contractual Services dated June 1, 2014 ("Initial Agreement") whereby Contractor agreed to provide for the Operation and Maintenance of Landscape Maintenance District No. 1 and whereby CITY had the options to renew the Initial Agreement for an additional 4 terms of 1 year each.

B. On May 12, 2015, CITY exercised the first option to renew provided under the Initial Agreement for an additional 1 year term, ending on June 30, 2016, by adopting City Council Resolution No. 2015-35 and by entering into that certain Agreement for Professional Services between the City of Banning and Artistic Maintenance, Inc., dated July 1, 2015 ("Agreement").

C. Based upon the Initial Agreement and the Agreement, as of May 12, 2015, CITY may renew the Agreement by 3 additional terms of 1 year each.

D. On May 24, 2016, CITY exercised another option to renew the Agreement for an additional 1 year term, ending on June 30, 2017, by adopting City Council Resolution No. 2016-34.

E. CITY and Contractor now desire to amend the Agreement to extend the contract period to June 30, 2017.

TERMS

1. **Contract Changes.** The Agreement is amended as follows:

(a) Section 2.1, "Contract Sum," of the Agreement is hereby modified as follows:

'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 One Hundred Forty Two Thousand Eight Hundred Eighty Dollars~~Seventy One Thousand Four Hundred Forty Dollars~~ (\$142,880~~71,440~~.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.'

- (b) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".
- (c) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include additional compensation as provided in the attached Exhibit "C-1".
- (d) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. Continuing Effect of Agreement. Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. CITY and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to CITY that, as of the date of this Amendment, CITY is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

CITY represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

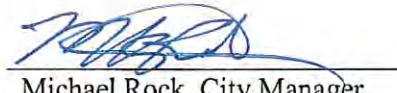
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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.

[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



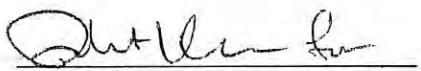
Michael Rock, City Manager

ATTEST:



Marie A. Calderon, City Clerk

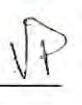
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



Anthony Taylor, City Attorney

CONTRACTOR:
ARTISTIC MAINTENANCE, INC.



By: Name: Thomas Howard
Title: President
By: Name: 
Title: VP
Address:

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 DEVELOPER'S BUSINESS ENTITY.

EXHIBIT "A-1"

SCOPE OF SERVICES

I. Contractor will perform the following services for the Operation and Maintenance of Landscape Maintenance District No. 1:

A. Turf Management

1. **Lawn Mowing**

- a. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
- b. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
- c. Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2 ½" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

2. **Edging & String Trimming**

All sidewalks, curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs, road signs, guard posts, utility poles, and other obstacles.

3. **Cleaning of Walks**

At the conclusion of each visit, walks adjacent to work areas will be blown clean.

B. Shrub Bed Maintenance

1. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.

2. Planter beds will be groomed to promote an attractive, fresh appearance.
3. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
4. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Major pruning will be done following flowering or during plant's dormant season.
 - a. Pruning to be performed by contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
 - b. Prune shrubbery and hedges at established maintenance height.
 - c. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
 - d. Shearing of plants will occur only where previous practice has been to shear, or as directed.
 - e. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

C. Tree Care & Pruning

1. All trees will be "skirted" as needed to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of planting beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.
2. All trees under 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
 - a. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
 - b. Pruning to be performed by contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
3. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support.

D. Fertilization

1. Contractor will provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
2. Turf, shrub and ground cover areas will be fertilized with specially formulated products, including well-balanced, slow-release fertilizers customized seasonally by contractor.
3. Fertilizer product will be selected based on plant type and season.

E. Environmental Weed and Pest Control Program

1. All applications of herbicides or pesticides will be performed under the direction of a California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.
2. Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.
3. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.
4. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measure will be made.
5. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Contractor to clients in accordance with EPA and OSHA regulations.
6. Contractor will at all times be in compliance with requirements for hazardous materials communications programs. Pest control specialists are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

F. Irrigation Equipment and Operation

1. Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City's representative.
2. Clean and adjust the sprinkler system to provide the best coverage possible form existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
3. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner promptly. Repair and/or replacement of any damaged or malfunctioning components beyond Contractors control will be submitted as an extra.
4. Irrigation damage shall be repaired or replaced within the following time limits:
 - a. Mainline irrigation breaks shall be repaired within two (2) hours.
 - b. All other irrigation repair and/or replacement shall be completed within one (1) working day.
 - c. Damage caused to the irrigation system by Contractor shall be repaired immediately at no charge.

G. General Conditions

01102.0006/300038.3

1. City is responsible for all costs associated to water.
2. Contractor will provide uniformed staff supervised by fully trained Supervisors and/or Area Managers. Radio, cellular phone, and pager communications will be in use during regular business hours and emergency after-hours communication will be available.
3. Inspection of site(s) will be made regularly and problems, if found, will be discussed by contractor and the City. Written, comprehensive inspection reports will be provided, upon request.
4. Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Debris collected by the Contractor will be recycled and or composted. Contractor will submit a monthly diversion summary report stating diverted quantities and facilities utilized for recycling the material.
5. The Contractor shall furnish all labor, tools, materials, and equipment to provide landscape maintenance services as set forth in these specifications.
6. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.
7. All damage to existing improvements (turf, shrubs, trees, curb, gutter, sidewalk, sprinkler systems, etc.) located within areas, and adjacent to areas under maintenance, which in the opinion of the City Engineer are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with similar materials and in an approved manner.
8. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced by the Contractor within five (5) working days at no cost to the City.
 - a. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair.
 - b. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the City Engineer.
 - c. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the City Engineer the damage is severe, the shrub shall be removed and replaced with a similar variety and size.
 - d. Damage to trees shall be repaired in the following manner:

- a. Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Tree Surgeon or Arborist.
 - b. If the damage results in the loss of the tree, or a recommendation of removal, the damaged tree shall be removed and replaced with a similar variety and size.
9. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means, shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life.

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

Monthly summary reports providing monthly quantities diverted and description of facilities utilized to divert debris (i.e.; green waste recycling facilities, composting etc.)

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:

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:

Monico Sanchez or designated personnel approved by the City.

EXHIBIT "B-1"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

ITEM	TRACT NO.	SPECIFIC LOCATION	MONTHLY RATE	ANNUAL RATE
1.	21882	Per Site Visit	\$200.00	\$2,400.00
2.	22810	Per Site Visit	\$ 25.00	\$300.00
3.	22811	Per Site Visit	\$ 25.00	\$300.00
4.	22913	Per Site Visit	\$ 75.00	\$900.00
5.	23446	Per Site Visit	\$375.00	\$4,500.00
6.	23598	Per Site Visit	\$325.00	\$3,900.00
7.	28252	Hathaway Street, per Plans	\$ 75.00	\$900.00
8.	28252	Retention Basin, per Plans	\$275.00	\$3,300.00
9.	29721	Per Site Visit and Plans	\$225.00	\$2,700.00
10.	30186	Retention Basin, per Plans & site visit	\$400.00	\$4,800.00
11.	30186	Mountain Avenue, Wilson Street and Interior Streets, except Retention Basin, per Plans & site visit	\$575.00	\$6,900.00
12.	30222	Richard Sanchez Park, per Plans & site visit	\$325.00	\$3,900.00
13.	30222	Mountain Avenue and interior streets, per Plans & site visit	\$475.00	\$5,700.00
14.	30793	Per Site Visit and Plans	\$225.00	\$2,700.00
15.	31833	Per Site Visit and Plans	\$225.00	\$2,700.00
16.	31834	Per Site Visit and Plans	\$225.00	\$2,700.00
17.	31835	Per Site Visit and Plans	\$195.00	\$2,340.00
18.	32109	Per Site Visit and Plans	\$225.00	\$2,700.00
19.	30906	Retention Basin, per Plans and site visit	\$225.00	\$2,700.00
20.	30906	Mountain Avenue, per Site Visit and Plans	\$425.00	\$5,100.00
21.		Miscellaneous Services as Needed as requested and approved by the City of Banning	To Be Determined	\$10,000.00
			TOTAL	\$71,440.00

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- 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 \$142,880.00 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all Services monthly in accordance with a schedule to be developed by Contractor and subject to the written approval of the Contract Officer.**
- 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 (ie: 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 described in Exhibit "A" in accordance with Section 3.2.**
- IV. The Contract is for a term of twelve (12) months with the possibility of an option to renew for up to two (2) single additional years upon a satisfactory yearly review of the previously-provided services. A request for Agreement renewal shall propose a new Contract Sum for services during the renewal period. A renewal of this Agreement shall occur each year ending June 30, for the contract price submitted, only if additional single years are approved by the City, and terminate no later than June 30, 2019. Any renewal of this Agreement exceeding \$25,000 shall be approved by the City Council.**



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: May 9, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-47, Approving the Second Amendment to the Landscape Maintenance Services Agreement for City Facilities with Artistic Maintenance, Inc. of Lake Forest California for Fiscal Year 2017/2018 in the Amount of \$46,180

RECOMMENDED ACTION:

Adopt Resolution 2017-47, approving the second amendment to the Landscape Maintenance Services Agreement for City Facilities with Artistic Maintenance, Inc. of Lake Forest California for Fiscal Year 2017/2018 in the Amount of \$46,180.

BACKGROUND:

On September 1, 2015 staff solicited proposals from qualified companies to provide landscape maintenance services for public properties throughout the City. The scope of work for these services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control; irrigation equipment maintenance and operations.

On November 10, 2015 City Council approved Resolution 2015-95, "Approving a Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California". On June 14, 2016, upon annual review of services and within the renewal option, City Council approved Resolution 2016-40 extending the agreement for FY 2016/2017 through June 30, 2017.

The services provided to the City include the following locations and rates:

	DESCRIPTION	LOCATION	QUANTITY	MONTHLY RATE	TOTAL
A.	Ramsey Street Medians	Highland Springs Ave. to Sunset Ave.	12 Months	\$1,500	\$18,000
B.	City Hall (building and parking lot)	99 E. Ramsey St.	12 Months	\$700	\$8,400
C.	Police Station	125 E. Ramsey St.	12 Months	\$275	\$3,300
D.	Police Station Northeast Parking Lot	125 E. Ramsey St.	12 Months	\$165	\$1,980
E.	Fire Station Building	5261 W. Wilson St.	12 Months	\$150	\$1,800
F.	Community & Senior Center	769 & 789 San Gorgonio Ave.	12 Months	\$575	\$6,900
G.	Aquatic Center	749 N. San Gorgonio Ave.	12 Months	\$275.00	\$3,300
H.	As Needed Services	TBD	TBD	TBD	\$2,500
	Total			\$3,640	\$46,180

ISSUES/ANALYSIS:

The Public Works Department does not have the required field staff needed to maintain the identified landscape areas, therefore it is necessary to retain a landscape maintenance contractor to provide these services.

Artistic Maintenance, Inc. has continued to provide the City with affordable services at an acceptable level at City facilities since 2014, therefore staff recommends the renewal of the landscape maintenance agreement for Fiscal Year 2017/2018.

If approved, this will be the third year Artistic Maintenance Inc. will provide the landscape maintenance services with two single year renewal options remaining.

FISCAL IMPACT:

The Landscape Maintenance Services Agreement is for an amount "not to exceed" \$46,180. The agreement will be funded by Account No. 001-2200-421.23-29, (Contractual Services/Landscape Maintenance; Police) in the amount of \$7,080, Account No. 001-3200-412.23-29 (Contractual Services/Landscape Maintenance;

Building Maintenance) in the amount of \$8,400, Account No. 001-4000-461.23-29 (Contractual Services/Landscape Maintenance; Recreation) in the amount of \$2,057, Account No. 001-4010-461.23-29 (Contractual Services/Landscape Maintenance; Aquatics) in the amount of \$1,650, Account No. 001-4050-462.23-29 (Contractual Services/Landscape Maintenance; Senior Center) in the amount of \$3,086, Account No. 610-5800-434.23-29 (Contractual Services/Landscape Maintenance; Transit) in the amount of \$3,407 and Account 100-4900-432.23-29 (Contractual Services/Landscape Maintenance; Street) in the amount of \$18,000, with an additional \$2,500 for miscellaneous repairs.

ALTERNATIVES:

1. Adopt Resolution No. 2017-47
2. Reject Resolution No. 2017-47. If rejected, landscape maintenance services will be discontinued. If requested, staff could proceed with a new RFP to obtain the required services, although this would take some time to process. The City does not have the staff resources to perform these tasks in house.

ATTACHMENTS:

1. Resolution 2017-47
2. Professional Services Agreement – Artistic Maintenance Inc.

Approved by:



Michael Rock
City Manager

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ATTACHMENT 1

(Resolution 2017-47)

RESOLUTION 2017-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR CITY FACILITIES WITH ARTISITC MAINTENANCE, INC. OF LAKE FOREST CALIFORNIA FOR FISCAL YEAR 2017/2018 IN THE AMOUNT OF \$46,180

WHEREAS, on September 1, 2015 staff solicited proposals from qualified companies to provide landscape maintenance services for public properties throughout the City; and

WHEREAS, the scope of work for these services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control; irrigation equipment maintenance and operations for all locations identified in the Request for Proposals; and

WHEREAS, on November 10, 2015, City Council approved Resolution 2015-95 approving a Landscape Maintenance Services Agreement with Artistic Maintenance Inc. of Lake Forest, California; and

WHEREAS, on June 14, 2016, City Council approved Resolution 2016-40, approving the First Amendment to the maintenance agreement; and

WHEREAS, Artistic Maintenance, Inc. has continued to provide the City with affordable service at an acceptable level and therefore staff recommends the approval of the Second Amendment to Landscape Maintenance Services Agreement for City Facilities with Artistic Maintenance, Inc. for an additional year as allowed by Resolution 2015-95; and

WHEREAS, funding is available in the operational budgets of the Police, Streets, Building Maintenance, Community Center, Senior Center Division, and Transit Division accounts for the Fiscal Year 2017/2018 Landscape Maintenance Services Agreement in the amount of "not to exceed" \$46,180.

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

SECTION 1. The Banning City Council adopts Resolution 2017-47 approving a Second Amendment to the Landscape Maintenance Services Agreement for City Facilities with Artistic Maintenance, Inc. of Lake Forest, California in the amount of "not to exceed" \$46,180 for Fiscal Year 2017/2018.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Second Amendment to the Landscape Maintenance Services with Artistic Maintenance, Inc. of Lake Forest, California.

PASSED, ADOPTED AND APPROVED this 9th day of May, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-47 was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 9th day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2

(Professional Services Agreement – Artistic Maintenance Inc.)

AMENDMENT NO. 1

TO THE AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN THE CITY OF
BANNING AND ARTISTIC MAINTENANCE, INC. FOR LANDSCAPE
MAINTENANCE SERVICES FOR CITY OWNED PROPERTIES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the CITY OF BANNING ("CITY") and ARTISTIC MAINTENANCE, INC., ("Contractor") is effective as of the 1st day of July, 2016.

RECITALS

A. CITY and Contractor entered into that certain Agreement for Contractual Services dated October 28, 2015 ("Agreement") whereby Contractor agreed to provide Landscape Maintenance Services for City Owned Properties, and whereby, CITY had the option to renew the Initial agreement for an additional 4 terms of 1 year each.

B. On June 14, 2016, CITY exercised the first option to renew provided under the Initial Agreement for an additional 1 year term, ending on June 30, 2017, by adopting City Council Resolution No. 2016-40 and by entering into that certain Agreement for Professional Services between the City of Banning and Artistic maintenance, Inc. dated July 1, 2016.

C. CITY and Contractor now desire to amend the Agreement to extend the contract period to June 30, 2017.

TERMS

1. **Contract Changes.** The Agreement is amended as follows:
2.
 - (a) Section 2.1, "Contract Sum" of the Agreement is hereby modified as follows:

"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 Seventy One Thousand, Eight Hundred Eighty Five Dollars (\$71,885) (The "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10".

(b) Section 3.5, "Term" of the Agreement is hereby modified as follows:

"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) years from the date hereof July 1, 2016 with an option to renew for up to three (3) single additional years ending June 30, 2020 upon a satisfactory yearly review of the previously provided services, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

(c) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A-1".

(d) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include additional compensation as provided in the attached Exhibit "C-1".

(e) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. Continuing Effect of Agreement. Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. CITY and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to CITY that, as of the date of this Amendment, CITY is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

CITY represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **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.

[SIGNATURES ON FOLLOWING PAGE]

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

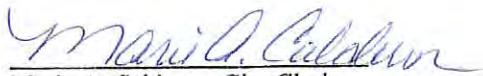
CITY:

CITY OF BANNING



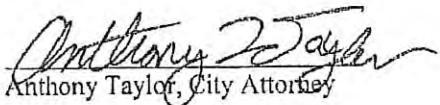
Michael Rock, City Manager

ATTEST:



Marie A. Calderon, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



Anthony Taylor, City Attorney

CONTRACTOR:
ARTISTIC MAINTENANCE, INC.

By:

Name: Thomas Herrmann

Title: Pres

By:

Name: Dick Herrmann

Title: V. P.

Address:

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 DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contract Amendment Document Date: July 1, 2016
Number of Pages: 15 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas Henninder
✓ Corporate Officer - Title(s): President

Partnership
- Partner — Limited — General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other:

Signer Is Representing:

Signer's Name: Dick Heggmann

Corporate Officer — Title(s): Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing:

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following services including all labor, tools, equipment and materials necessary to perform the specified for the City properties specified in Exhibit "C" beginning July 1, 2016 and ending June 30, 2017:

A. Turf Management

1. **Lawn Mowing**

- a. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
- b. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
- c. Mowing height for all irrigated lawn areas will be no less than 1 $\frac{1}{2}$ " and no more than 2 $\frac{1}{2}$ " for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

2. **Edging & String Trimming**

All sidewalks, curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs, road signs, guard posts, utility poles, and other obstacles.

3. **Cleaning of Walks**

At the conclusion of each visit, walks adjacent to work areas will be blown clean.

B. Shrub Bed Maintenance

1. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
2. Planter beds will be groomed to promote an attractive, fresh appearance.

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3. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
4. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming and edging are to be performed monthly and weeding is to be performed weekly. Major pruning will be done following flowering or during plant's dormant season.
 - a. Pruning to be performed by contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
 - b. Prune shrubbery and hedges at established maintenance height.
 - c. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
 - d. Shearing of plants will occur only where previous practice has been to shear, or as directed.
 - e. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

C. Tree Care & Pruning

1. All trees will be "skirted" as needed per the City's request to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of planting beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.
2. All trees under 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
 - a. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
 - b. Pruning to be performed by contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
3. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support.

D. Fertilization

01102.0006/301667.1

1. Contractor will provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
 - a. Turf, shrub and ground cover areas will be fertilized with specially formulated products including well-balanced, slow-release fertilizers customized seasonally by contractor. Seasonally refers to Winter and Summer and different fertilizers will be used based on the ground temperature.
 - b. Fertilizer product will be selected based on plant type and season.

E. Environmental Weed and Pest Control Program

1. All applications of herbicides or pesticides will be performed under the direction of a California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.
2. Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.
3. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.
4. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measure will be made.
5. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Contractor to clients in accordance with EPA and OSHA regulations.
6. Contractor will at all time be in compliance with requirements for hazardous communications programs. Pest control specialist are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

F. Irrigation Equipment and Operation

1. Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City's representative.

2. Clean and adjust the sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
3. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner within 48 hours. Repair and/or replacement of any damaged or malfunctioning components beyond Contractors control will be submitted as an extra. Damage caused to the irrigation system by Contractor shall be repaired within three (3) days, unless otherwise agreed to, at no charge.

G. General Conditions

1. City is responsible for all costs associated to water.
2. Contractor will provide uniformed staff supervised by fully trained Supervisors and Area Managers. Radio, cellular phone, and pager communications will be in use during regular business hours and emergency after-hours communication will be available.
3. Inspection of site(s) will be made regularly and problems, if found, will be discussed by contractor and the City. Written, comprehensive inspection reports will be provided upon request.
4. Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Debris collected by the Contractor will be recycled and/or composted. Contractor will submit a monthly diversion summary report stating diverted quantities and facilities utilized for recycling the material.

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

Monthly summary reports providing monthly quantities diverted and description of facilities utilized to divert debris (ie; greenwaste recycling facilities, composting etc.)

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:

Monthly summary reports providing monthly quantities diverted and description of facilities utilized to divert debris (ie; greenwaste recycling facilities, composting etc.)

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:

Monico Sanchez or designated personnel approved by the City.

VI. The following provisions of the Agreement are revised as shown below.

NONE

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks beginning July 1, 2016 and ending June 30, 2017:

	LOCATION	QTY	MONTHLY RATE	TOTAL
A.	Ramsey Street Medians	12 Months	\$1,500.00	\$18,000.00
B.	City Hall -99 East Ramsey Street	12 Months	\$ 700.00	\$ 8,400.00
C.	Banning Police Station – 125 East Ramsey	12 Months	\$ 275.00	\$3,300.00
D.	Police Department Parking Lot NE -	12 Months	\$ 165.00	\$1,980.00
E.	Fire Station – 5261 West Wilson Street	12 Months	\$ 150.00	\$ 1,800.00
F.	Community Center & Senior Center	12 Months	\$ 575.00	\$ 6,900.00
G.	Aquatic Center	12 Months	\$ 275.00	\$ 3,300.00
H.	Additional Repairs and Replacements as needed			\$2,500.00
	Total		\$ 3,640.00	\$46,180.00

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 sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

IV. 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.

V. The total compensation for the Services shall not exceed \$71,885.00, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services beginning July 1, 2016 and ending June 30, 2017 timely in accordance with the following schedule:

LANDSCAPE MANAGEMENT ANNUAL SCHEDULE

TURF MANAGEMENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<i>Mowing</i>	*	*	*	*	*	*	*	*	*	*	*	*
<i>Edging</i>	*	*	*	*	*	*	*	*	*	*	*	*
<i>Line Trimming Soft Edges</i>	*	*	*	*	*	*	*	*	*	*	*	*
<i>Fertilize</i>	*		*		*		*		*		*	
<i>Post Emergent Herbicide</i>												As needed
<i>Pre Emergent Herbicide</i>												As needed
<i>Blow Walks</i>	*	*	*	*	*	*	*	*	*	*	*	*

PLANT BED MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<i>Litter policing / Hand Weed</i>	*	*	*	*	*	*	*	*	*	*	*	*
<i>Spray Weeds</i>	*	*	*	*	*	*	*	*	*	*	*	*
<i>Pre Emergent Herbicide</i>												As needed
<i>Trim Groundcover</i>	*	*	*	*	*	*	*	*	*	*	*	*
<i>Fertilize Groundcover</i>		*			*					*		
<i>Fertilize Shrubs</i>	*				*					*		
<i>Pruning Shrubs</i>												As required for correct growth and development

SPECIAL SERVICES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<i>Irrigation - Minor Adjustments</i>	*	*	*	*	*	*	*	*	*	*	*	*
<i>Rodent Control</i>												As needed at additional fee
<i>Mulching Planters Beds</i>												Optional programs available
<i>Hauling, Dumping, & Fees</i>												Included
<i>Budget Planning</i>												
<i>Insect / Disease Monitor</i>	*	*	*	*	*	*	*	*	*	*	*	*

ENHANCEMENTS												
<i>Annual Color Planting</i>												Will submit proposals for your consideration
<i>Trimming Trees over 12'</i>												Will submit proposals for your consideration

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 (ie: 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 OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: May 9, 2017

SUBJECT: Consider Adopting Resolution 2017-50, Authorizing the Purchase of Three (3) Utility Trucks for the Field Service Representatives in the Amount of the Lowest Quote of \$79,400 from Diamond Hills Chevrolet, Buick, GMC of Banning, California

RECOMMENDATION:

1. Consider adopting Resolution 2017-50, authorizing the budgeted purchase of one (1) 2018 Chevrolet Colorado – 6 cylinder 4-wheel drive extended cab truck and two (2) 2018 Chevrolet Colorado – 4 cylinder extended cab trucks, in the amount of \$79,400 from Diamond Hills Chevrolet, Buick, GMC of Banning, California, for the lowest bid with consideration to local vendors.
2. Authorize the City Manager to execute the Purchase Contract.
3. Authorize the Administrative Services Director to make necessary budget adjustments, appropriations, and transfers.

JUSTIFICATION:

Currently, the trucks in use by the Field Service Representatives are 2001 models and have excessive mileage and repairs of mechanical issues, such as transmission, heating and cooling, and engine wear with oil leaks and overheating. The replacement of these trucks is overdue, which is costing the City additional expenses for repairs, as well as hindering the ability for timeliness and efficiency without vehicle service interruption.

Procurement through cooperative purchase agreements is permitted by the City's Municipal Code Section 3.24.130 (D.). The City received a quote through the National

Joint Powers Alliance (NJPA), which is a public agency service cooperative that serves over 50,000 members. Through national solicitations, they provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts, which are reviewed and awarded by the NJPA Board of Directors.

Below is a table of the quotes received from NJPA on March 15, 2017 and Diamond Hills on March 16, 2017:

	DIAMOND HILLS		NATIONAL AUTO FLEET GROUP (NJPA)					
	<i>Make/ Model</i>	<i>Quote</i>	<i>Quote</i>	<i>Make/ Model</i>	<i>Quote</i>	<i>Make/ Model</i>	<i>Quote</i>	
4-WHEEL DRIVE UTILITY TRUCK	4WD Chevrolet Colorado	\$27,717	\$29,314	4WD Nissan Frontier	\$29,521	4WD Toyota Tundra	\$35,821	
2-WHEEL DRIVE UTILITY TRUCK	2WD Chevrolet Colorado	\$21,877	\$28,043	2WD Nissan Frontier	\$23,074	2WD Toyota Tundra	\$32,719	

BACKGROUND

The Fiscal Year's capital improvement budget identified the replacement of three trucks assigned to the Field Service Representatives/Meter Reading unit.

FISCAL IMPACT:

\$79,400 from the Utility Meter Reading unit; \$84,000 was approved in the FY16-17 Capital Improvement Budget.

Budgeted Amount for FY16/17 (including Carry-Forward)		\$84,000
		Diamond Hills
One (1) Chevrolet Colorado - 6 Cylinder 4X4		\$ 27,717
Two (2) Chevrolet Colorado - 4 Cylinder		\$ 43,755
	Subtotal	\$ 71,472
Spray on Bed Liners		\$ 1,425
Registration Cost		\$ 2,500
Registration Cost		\$ 4,000
	Total Cost of Trucks	\$ 79,397

ATTACHMENTS:

- 1) Cooperative Proposal from National Joint Powers Alliance (dated 3/15/2017)
- 2) Local Proposal from Diamond Hills Chevrolet, Buick, GMC
- 3) Registration/Tax/License Cost Estimator
- 4) Truck Pictures (Current Trucks and New Truck)
- 5) FY 16-17 CIP Budget for Utility Meter Reading
- 6) Resolution 2017-50

Approved by:



Michael Rock
City Manager

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INTENTIONALLY**

ATTACHMENT 1

Welcome Jennifer McCoy [Edit My Profile](#) | [LOG OFF](#)

1-855-BUY-NJPA

1-855-289-6572

Fax 1-831-480-8497

Fleet@NationalAutoFleetGroup.com

[Switch to Action Required Items View](#)

This is only a Quote, in order for us to place an order, we must receive your purchase order.

Step 1 of 8

Please start by selecting a Manufacturer from the left side menu

[New Order Request](#) | [View in Full Window](#) (6)**Order Request(s)**

Date Create	Vehicle	Staff	Price Total	Status	Submission ¹	Action(s)
03/15/2017	Utility Billing 4x4 Quote (1) 2017 Chevrolet Colorado 4WD Crew Cab 140.5" WT		\$29,314.28 SSD Created	Not Submitted		Print Quote Details Edit Delete
03/15/2017	Utility Billing Chevy Quote (2) 2017 Chevrolet Colorado 2WD Crew Cab 140.5" WT		\$28,042.67 SSD Created	Not Submitted		Print Quote Details Edit Delete
03/10/2017	Utility Billing Nissan 4x4 (1) 2017 Nissan Frontier King Cab 4x4 SV V6 Auto		\$29,521.07 SSD Created	Not Submitted		Print Quote Details Edit Delete
03/10/2017	Utility Billing Nissan 4x2 (2) 2017 Nissan Frontier King Cab 4x2 S Auto		\$23,074.04 SSD Created	Not Submitted		Print Quote Details Edit Delete
03/10/2017	Utility Billing Toyota Tundra 4WD (1) 2017 Toyota Tundra 4WD SR Double Cab 8.1' Bed 5.7L FFV (Natl)		\$35,820.82 SSD Created	Not Submitted		Print Quote Details Edit Delete
03/10/2017	Utility Billing Toyota Tundra 2WD (2) 2017 Toyota Tundra 2WD SR Double Cab 8.1' Bed 5.7L FFV (Natl)		\$32,719.30 SSD Created	Not Submitted		Print Quote Details Edit Delete

Page 1

of 1

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View 1 - 6 of 6

[View in Full Window](#)**Order Request(s) with Title**

Quote(s)	Staff	Action(s)
Utility Billing 4x4 Quote		Create a new quote based on this vehicle Remove
Utility Billing Chevy Quote		Create a new quote based on this vehicle Remove
Utility Billing Toyota Tundra 4WD		Create a new quote based on this vehicle Remove
Utility Billing Toyota Tundra 2WD		Create a new quote based on this vehicle Remove
Utility Billing Nissan 4x4		



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/15/2017

QuoteID: 9861

Jennifer McCoy
City of Banning
Purchasing Department
99 E. Ramsey St.
Banning, California, 92220

Dear Jennifer McCoy,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2017 Chevrolet Colorado (12T43) 4WD Crew Cab 140.5" WT,) and delivered to your specified location, each for

One Unit

Contract Price	\$29,314.28
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$29,314.28

- per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Contract 120716-NAF**. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval.
Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
ENGINE	
Code	Description
LGZ	ENGINE, 3.6L DI DOHC V6 VVT, (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N·m] @ 4000 rpm) (STD)
TRANSMISSION	
Code	Description
M5T	TRANSMISSION, 8-SPEED AUTOMATIC, (STD)
AXLE	
Code	Description
GU6	REAR AXLE, 3.42 RATIO
PREFERRED EQUIPMENT GROUP	
Code	Description
4WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment
TIRES	
Code	Description
QJJ	TIRES, P265/70R16 ALL-SEASON, BLACKWALL, (STD)
PAINT	
Code	Description
GAZ	SUMMIT WHITE
PAINT SCHEME	
Code	Description
ZY1	SOLID PAINT
SEAT TYPE	
Code	Description
AR7	SEATS, FRONT BUCKET, (STD)
SEAT TRIM	
Code	Description
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM
RADIO	
Code	Description
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO, with USB port and auxiliary jack (STD)
WHEEL TYPE	
Code	Description
RS2	WHEELS, 16" X 7" (40.6 CM X 17.8 CM) ULTRA SILVER METALLIC STEEL, (STD)
GVWR	
Code	Description
C5J	GVWR, 6000 LBS. (2722 KG), (STD)

2017 Fleet/Non-Retail Chevrolet Colorado 4WD Crew Cab 140.5" WT

WINDOW STICKER

2017 Chevrolet Colorado 4WD Crew Cab 140.5" WT

CODE	MODEL	MSRP
12T43	2017 Chevrolet Colorado 4WD Crew Cab 140.5" WT	\$31,120.00
OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
LGZ	ENGINE, 3.6L DI DOHC V6 VVT, (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N·m] @ 4000 rpm) (STD)	\$0.00
M5T	TRANSMISSION, 8-SPEED AUTOMATIC, (STD)	\$0.00
GU6	REAR AXLE, 3.42 RATIO	INC
4WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment	\$0.00
QJJ	TIRES, P265/70R16 ALL-SEASON, BLACKWALL, (STD)	\$0.00
GAZ	SUMMIT WHITE	\$0.00
ZY1	SOLID PAINT	\$0.00
AR7	SEATS, FRONT BUCKET, (STD)	\$0.00
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM	\$0.00
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO, with USB port and auxiliary jack (STD)	\$0.00
RS2	WHEELS, 16" X 7" (40.6 CM X 17.8 CM) ULTRA SILVER METALLIC STEEL, (STD)	\$0.00
C5J	GVWR, 6000 LBS. (2722 KG), (STD)	\$0.00
SUBTOTAL		\$31,120.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$995.00
TOTAL PRICE		\$32,115.00
Est City: 18 MPG Est Highway: 25 MPG Est Highway Cruising Range: 525.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine, 3.6L DI DOHC V6 VVT (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N·m] @ 4000 rpm) (Standard on Crew Cab models.)
Transmission, 8-speed automatic (Requires (LGZ) 3.6L DI DOHC V6 engine. Standard on Crew Cab models. Available on Extended Cab models.)
Rear axle, 3.42 ratio (Requires (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine.)
GVWR, 6000 lbs. (2722 kg) (Standard on Crew Cab models with (LGZ) 3.6L DI DOHC V6 engine only.)
Transfer case, electric, 2-speed
Four wheel drive
Tow/Haul Mode (Included and only available with (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo- Diesel engine. Standard on Crew Cab Long Box.)
Recovery hooks, front (Deleted when (PDZ) Chrome Appearance Package, LPO is ordered.)
Brakes, 4-wheel antilock, 4-wheel disc

EXTERIOR

Wheels, 16" x 7" (40.6 cm x 17.8 cm) Ultra Silver Metallic steel
Tires, P265/70R16 all-season, blackwall
Pickup box
Tire, spare P265/70R16 all-season, blackwall (Included and only available with (S1K) 16" x 7" (40.6 cm x 17.8 cm) steel spare wheel.)
Wheel, spare, 16" x 7" (40.6 cm x 17.8 cm) steel (Requires (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo- Diesel engine. Standard on Crew Cab Long Box models.)
Bumper, rear chrome
CornerStep, rear bumper
Moldings, Black beltline
Headlamps, halogen with automatic exterior lamp control
Cargo box light, back of cab
Mirrors, outside remote with manual-folding, Black
Glass, windshield shade band
Door handles, Black
Tailgate, locking
Tailgate handle, Black

ENTERTAINMENT

Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack
Audio system feature, 6-speaker system
Audio system feature, USB port, located on instrument panel

INTERIOR

Seats, front bucket
Seat adjuster, driver 4-way power with manual recline
Seat adjuster, passenger 2-way manual fore/aft with manual recline
Seat, rear folding bench (Crew Cab models only.)
Console, floor, front compartment, custom
Floor covering, color-keyed carpeting
Floor mats, carpeted front (Deleted when (B38) full-length Black vinyl floor covering is ordered. Requires (B30) color-keyed carpeting floor covering.)

Floor mats, carpeted rear (Requires (B30) color-keyed carpeting floor covering.)
Steering wheel, urethane
Steering column, tilt, manual
Speedometer, miles/kilometers
Display, driver instrument information enhanced, one color
Windows, power with driver Express-Up and Down
Door locks, power
Theft-deterrent system, immobilization
Air conditioning, single-zone manual climate control
Handles, door release, front and rear, Jet Black
Mirror, inside rearview manual day/night
Visors, driver and front passenger with passenger vanity mirror
Lighting, interior, center dome

SAFETY

StabiliTrak, stability control system
Traction control, electronic
Daytime Running Lamps
Air bags, dual-stage frontal and side-impact, driver and front passenger and head-curtain and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Rear Vision Camera
Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor System



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

[855] 289-6572 • [855] BUY-NJPA • [831] 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

3/15/2017

QuoteID: 9860

Jennifer McCoy
City of Banning
Purchasing Department
99 E. Ramsey St.
Banning, California, 92220

Dear Jennifer McCoy,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2017 Chevrolet Colorado (12T43) 2WD Crew Cab 140.5" WT,) and delivered to your specified location, each for

One Unit	Extended Unit's (2)
Contract Price	\$26,017.56
Tax (7.7500 %)	\$2,016.36
Tire fee	\$8.75
Total	\$28,042.67
	\$56,085.33

- per the attached specifications. Price includes 1 service manual(s).

This vehicle(s) is available under the National Joint Powers Alliance Contract 120716-NAF. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



250

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval.
Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
ENGINE	
Code	Description
LGZ	ENGINE, 3.6L DI DOHC V6 VVT, (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N·m] @ 4000 rpm) (STD)
TRANSMISSION	
Code	Description
M5T	TRANSMISSION, 8-SPEED AUTOMATIC, (STD)
AXLE	
Code	Description
GU6	REAR AXLE, 3.42 RATIO
PREFERRED EQUIPMENT GROUP	
Code	Description
2WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment
TIRES	
Code	Description
QJJ	TIRES, P265/70R16 ALL-SEASON, BLACKWALL, (STD)
PAINT	
Code	Description
GAZ	SUMMIT WHITE
PAINT SCHEME	
Code	Description
ZY1	SOLID PAINT
SEAT TYPE	
Code	Description
AR7	SEATS, FRONT BUCKET, (STD)
SEAT TRIM	
Code	Description
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM
RADIO	
Code	Description
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO, with USB port and auxiliary jack (STD)
WHEEL TYPE	
Code	Description
RS2	WHEELS, 16" X 7" (40.6 CM X 17.8 CM) ULTRA SILVER METALLIC STEEL, (STD)
GVWR	
Code	Description
CHN	GVWR, 5800 LBS. (2631 KG), (STD)

2017 Fleet/Non-Retail Chevrolet Colorado 2WD Crew Cab 140.5" WT

WINDOW STICKER

2017 Chevrolet Colorado 2WD Crew Cab 140.5" WT

CODE	MODEL	MSRP
12T43	2017 Chevrolet Colorado 2WD Crew Cab 140.5" WT	\$27,305.00
OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
LGZ	ENGINE, 3.6L DI DOHC V6 VVT, (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N·m] @ 4000 rpm) (STD)	\$0.00
M5T	TRANSMISSION, 8-SPEED AUTOMATIC, (STD)	\$0.00
GU6	REAR AXLE, 3.42 RATIO	INC
2WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment	\$0.00
QJJ	TIRES, P265/70R16 ALL-SEASON, BLACKWALL, (STD)	\$0.00
GAZ	SUMMIT WHITE	\$0.00
ZY1	SOLID PAINT	\$0.00
AR7	SEATS, FRONT BUCKET, (STD)	\$0.00
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM	\$0.00
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO, with USB port and auxiliary jack (STD)	\$0.00
RS2	WHEELS, 16" X 7" (40.6 CM X 17.8 CM) ULTRA SILVER METALLIC STEEL, (STD)	\$0.00
CHN	GVWR, 5800 LBS. (2631 KG), (STD)	INC
SUBTOTAL		\$27,305.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$995.00
TOTAL PRICE		\$28,300.00
Est City: 18 MPG Est Highway: 25 MPG Est Highway Cruising Range: 525.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine, 3.6L DI DOHC V6 VVT (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N·m] @ 4000 rpm) (Standard on Crew Cab Long Box models.)
Transmission, 8-speed automatic (Requires (LGZ) 3.6L DI DOHC V6 engine. Standard on Crew Cab Long Box models.)
Rear axle, 3.42 ratio (Requires (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine.)
GVWR, 5800 lbs. (2631 kg) (Standard on Crew Cab models with (LGZ) 3.6L DI DOHC V6 engine only.)
Rear wheel drive
Tow/Haul Mode (Included and only available with (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo- Diesel engine. Standard on Crew Cab Long Box.)
Brakes, 4-wheel antilock, 4-wheel disc

EXTERIOR

Wheels, 16" x 7" (40.6 cm x 17.8 cm) Ultra Silver Metallic steel
Tires, P265/70R16 all-season, blackwall
Pickup box
Tire, spare P265/70R16 all-season, blackwall (Included and only available with (S1K) 16" x 7" (40.6 cm x 17.8 cm) steel spare wheel.)
Wheel, spare, 16" x 7" (40.6 cm x 17.8 cm) steel (Requires (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Standard on Crew Cab Long Box models. Included with (ZW9) pickup box delete.)
Bumper, rear chrome (Deleted when (ZW9) pickup box delete is ordered.)
CornerStep, rear bumper (Deleted when (ZW9) pickup box delete is ordered.)
Moldings, Black beltline
Headlamps, halogen with automatic exterior lamp control
Cargo box light, back of cab
Mirrors, outside remote with manual-folding, Black
Glass, windshield shade band
Door handles, Black
Tailgate, locking (Deleted when (ZW9) pickup box delete is ordered.)
Tailgate handle, Black (Deleted when (ZW9) pickup box delete is ordered.)

ENTERTAINMENT

Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack
Audio system feature, 6-speaker system
Audio system feature, USB port, located on instrument panel

INTERIOR

Seats, front bucket
Seat adjuster, driver 4-way power with manual recline
Seat adjuster, passenger 2-way manual fore/aft with manual recline
Seat, rear folding bench (Crew Cab models only.)
Console, floor, front compartment, custom
Floor covering, color-keyed carpeting
Floor mats, carpeted front (Deleted when (B38) full-length Black vinyl floor covering is ordered. Requires (B30) color-keyed carpeting floor covering.)
Floor mats, carpeted rear (Requires (B30) color-keyed carpeting floor covering.)
Steering wheel, urethane

Steering column, tilt, manual
Speedometer, miles/kilometers
Display, driver instrument information enhanced, one color
Windows, power with driver Express-Up and Down
Door locks, power
Theft-deterrent system, immobilization
Air conditioning, single-zone manual climate control
Handles, door release, front and rear, Jet Black
Mirror, inside rearview manual day/night
Visors, driver and front passenger with passenger vanity mirror
Lighting, interior, center dome

SAFETY

StabiliTrak, stability control system
Traction control, electronic
Daytime Running Lamps
Air bags, dual-stage frontal and side-impact, driver and front passenger and head-curtain and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Rear Vision Camera (Deleted when (ZW9) pickup box delete is ordered.)
Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor System



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Fleet@NationalAutoFleetGroup.com

3/10/2017

QuoteID: 9834

Jennifer McCoy
City of Banning
Purchasing Department
99 E. Ramsey St.
Banning, California, 92220

Dear Jennifer McCoy,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2017 Nissan Frontier (31217) King Cab 4x4 SV V6 Auto,) and delivered to your specified location, each for

One Unit

Contract Price	\$27,389.62
Tax (7.7500 %)	\$2,122.70
Tire fee	\$8.75
Total	\$29,521.07

- per the attached specifications.

This vehicle(s) is available under the National Joint Powers Alliance Contract 120716-NAF. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval.
Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
 490 Auto Center Drive
 Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
 1-855-289-6572**

Vehicle Configuration Options

PRIMARY PAINT	
Code	Description
K23	BRILLIANT SILVER
PAINT SCHEME	
Code	Description
	STANDARD PAINT
SEAT TRIM	
Code	Description
K	GRAPHITE, CLOTH SEAT TRIM
PORT INSTALLED OPTIONS	
Code	Description
	[S65] BED RAIL CAPS
	[K12] VALUE TRUCK PACKAGE ITEMS, -inc: Floor mats, sliding bed extender and trailer hitch
	[Z66] ACTIVATION DISCLAIMER
ADDITIONAL EQUIPMENT	
Code	Description
VAL	[K02] SV VALUE TRUCK PACKAGE, -inc: Vehicle Security System (VSS), Utili-Track System, 4 adjustable tie-down cleats, Dual Zone Automatic Air Conditioning, Leather Shift Knob, Floor Mats, Fog Lamps, Rear View Monitor w/Rear Sonar System, Heated Front Seats, Spray-In Bedliner, Auto-Dimming Mirror w/Compass & Temperature, outside temperature display, Trailer Hitch, Sliding Bed Extender, 2 Additional Speakers, Leather Steering Wheel
50S	[C03] 50 STATE EMISSIONS
MID	[G01] MID-YEAR CHANGE

2017 Fleet/Non-Retail Nissan Frontier King Cab 4x4 SV V6 Auto

WINDOW STICKER

2017 Nissan Frontier King Cab 4x4 SV V6 Auto

CODE	MODEL	MSRP
31217	2017 Nissan Frontier King Cab 4x4 SV V6 Auto	\$27,320.00
OPTIONS		
K23	BRILLIANT SILVER	\$0.00
—	STANDARD PAINT	\$0.00
K	GRAPHITE, CLOTH SEAT TRIM	\$0.00
—	[S65] BED RAIL CAPS	\$0.00
—	[K12] VALUE TRUCK PACKAGE ITEMS, -inc: Floor mats, sliding bed extender and trailer hitch	\$0.00
—	[Z66] ACTIVATION DISCLAIMER	\$0.00
VAL	[K02] SV VALUE TRUCK PACKAGE, -inc: Vehicle Security System (VSS), Utili-Track System, 4 adjustable tie-down cleats, Dual Zone Automatic Air Conditioning, Leather Shift Knob, Floor Mats, Fog Lamps, Rear View Monitor w/Rear Sonar System, Heated Front Seats, Spray-In Bedliner, Auto-Dimming Mirror w/Compass & Temperature, outside temperature display, Trailer Hitch, Sliding Bed Extender, 2 Additional Speakers, Leather Steering Wheel	\$1,990.00
50S	[C03] 50 STATE EMISSIONS	\$0.00
MID	[G01] MID-YEAR CHANGE	\$0.00
SUBTOTAL		\$29,310.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$940.00
TOTAL PRICE		\$30,250.00
Est City: 17 MPG Est Highway: 23 MPG Est Highway Cruising Range: 485.30 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: 4.0L DOHC V6
Transmission: 5-Speed Automatic w/OD
3.133 Axle Ratio
GVWR: 5,690 lbs
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
550CCA Maintenance-Free Battery w/Run Down Protection
130 Amp Alternator
1360# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Speed-Sensing Steering
21.1 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Hill Descent Control and Hill Hold Control
Brake Actuated Limited Slip Differential

EXTERIOR

Wheels: 16" Alloy
Tires: P265/70R16 OWL BFG Long Trail
Regular Box Style
Wheels w/Silver Accents
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Chrome Rear Step Bumper
Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent and 1 Tow Hook
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Black Door Handles
Black Power Side Mirrors w/Manual Folding
Sliding Rear Window
Deep Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Chrome Grille
Reverse Opening Rear Doors
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Aero-Composite Halogen Headlamps
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM/CD w/4 Speakers -inc: 5.0" color display, USB connection port for iPod interface and other compatible devices, streaming audio via Bluetooth, SiriusXM satellite radio, hands-free text messaging assistant, auxiliary input, Bluetooth hands-free phone system and Siri Eyes Free

Radio w/Seek-Scan, Clock, Steering Wheel Controls and Radio Data System

Fixed Antenna

INTERIOR

Front Bucket Seats -inc: 4-way adjustable

50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer and Trip Odometer

Fixed Rear Windows

Front Cupholder

Rear Cupholder

Remote Keyless Entry w/Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

HVAC -inc: Underseat Ducts

Manual Air Conditioning

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shift Knob

Cloth Seat Trim

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Fade-To-Off Interior Lighting

Front Map Lights

Full Carpet Floor Covering

Pickup Cargo Box Lights

Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Power 1st Row Windows w/Driver 1-Touch Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Analog Display

Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Front Center Armrest

Engine Immobilizer

2 12V DC Power Outlets

SAFETY

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners



National Auto Fleet Group

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490 Auto Center Drive, Watsonville, CA 95076

[855] 289-6572 • [855] BUY-NJPA • [831] 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

3/10/2017

QuoteID: 9833

Jennifer McCoy
City of Banning
Purchasing Department
99 E. Ramsey St.
Banning, California, 92220

Dear Jennifer McCoy,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2017 Nissan Frontier (31117) King Cab 4x2 S Auto,) and delivered to your specified location, each for

One Unit	Extended Unit's (2)
Contract Price	\$42,812.60
Tax (7.7500 %)	\$3,317.98
Tire fee	\$17.50
Total	\$46,148.08

- per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Contract 120716-NAF**. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval.
Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

PRIMARY PAINT	
Code	Description
QAK	GLACIER WHITE
PAINT SCHEME	
Code	Description
	STANDARD PAINT
SEAT TRIM	
Code	Description
W	STEEL, CLOTH SEAT TRIM
PORT INSTALLED OPTIONS	
Code	Description
	[K14] S WORK TRUCK PACKAGE (K14), -inc: Bed Rail Caps, All-Season Rubber Mats
ADDITIONAL EQUIPMENT	
Code	Description
WOR	[K03] S WORK TRUCK PACKAGE, -inc: Spray-In Bedliner, Bed Rail Caps, Rubber Floor Mats, Splash Guards (K03)
50S	[C03] 50 STATE EMISSIONS
MID	[G01] MID-YEAR CHANGE

2017 Fleet/Non-Retail Nissan Frontier King Cab 4x2 S Auto**WINDOW STICKER**

2017 Nissan Frontier King Cab 4x2 S Auto

CODE	MODEL	MSRP
31117	2017 Nissan Frontier King Cab 4x2 S Auto	\$22,160.00
OPTIONS		
QAK	GLACIER WHITE	\$0.00
—	STANDARD PAINT	\$0.00
W	STEEL, CLOTH SEAT TRIM	\$0.00
—	[K14] S WORK TRUCK PACKAGE (K14), -inc: Bed Rail Caps, All-Season Rubber Mats	\$0.00
WOR	[K03] S WORK TRUCK PACKAGE, -inc: Spray-In Bedliner, Bed Rail Caps, Rubber Floor Mats, Splash Guards (K03)	\$750.00
50S	[C03] 50 STATE EMISSIONS	\$0.00
MID	[G01] MID-YEAR CHANGE	\$0.00
SUBTOTAL		\$22,910.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$940.00
TOTAL PRICE		\$23,850.00

Est City: 17 MPG

Est Highway: 23 MPG

Est Highway Cruising Range: 485.30 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: 2.5L DOHC I4
Transmission: 5-Speed Automatic w/OD -inc: Cruise Control, Steering Wheel Audio Controls, Manual Air Conditioning Push type
3.692 Axle Ratio
GVWR: 4,700 lbs
Rear-Wheel Drive
550CCA Maintenance-Free Battery w/Run Down Protection
110 Amp Alternator
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Speed-Sensing Steering
21.1 Gal. Fuel Tank
Single Stainless Steel Exhaust
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs
Brake Actuated Limited Slip Differential

EXTERIOR

Wheels: 15" Styled Steel
Tires: P235/75R15 BSW AS -inc: General Grabber
Regular Box Style
Wheels w/Silver Accents w/Hub Covers
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Colored Rub Strip/Fascia Accent
Body-Colored Rear Step Bumper
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Chrome Grille
Reverse Opening Rear Doors
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Aero-Composite Halogen Headlamps
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM/CD w/Aux -inc: Bluetooth hands-free phone system, 5.0" color display, USB connection port for iPod interface and other compatible devices, streaming audio via Bluetooth, and Siri Eyes Free
Radio w/Clock

Fixed Antenna

4 Speakers

INTERIOR

Front Bucket Seats -inc: 4-way adjustable
50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
Fixed Rear Windows
Front Cupholder
Rear Cupholder
Manual Air Conditioning -inc: Push type
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
Cloth Seat Trim
Day-Night Rearview Mirror
Full Floor Console w/Covered Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Pickup Cargo Box Lights
Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Manual 1st Row Windows
Analog Display
Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest
2 12V DC Power Outlets

SAFETY

Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

3/10/2017

QuoteID: 9835

Jennifer McCoy
City of Banning
Purchasing Department
99 E. Ramsey St.
Banning, California, 92220

Dear Jennifer McCoy,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2017 Toyota Tundra 2WD (8235) SR Double Cab 8.1' Bed 5.7L FFV (Natl),) and delivered to your specified location, each for

One Unit	Extended Unit's (2)
Contract Price	\$60,715.64
Tax (7.7500 %)	\$4,705.46
Tire fee	\$17.50
Total	\$65,438.60

- per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Contract 120716-NAF**. Please reference this Bid number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval.
Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS	
Code	Description
RE	FEDERAL EMISSIONS
PRIMARY PAINT	
Code	Description
040	SUPER WHITE
PAINT SCHEME	
Code	Description
	STANDARD PAINT
SEAT TRIM	
Code	Description
FA13	GRAPHITE, FABRIC SEAT TRIM

2017 Fleet/Non-Retail Toyota Tundra 2WD SR Double Cab 8.1' Bed 5.7L FFV (Natl)

WINDOW STICKER

2017 Toyota Tundra 2WD SR Double Cab 8.1' Bed 5.7L FFV (Natl)

CODE	MODEL	MSRP
8235	2017 Toyota Tundra 2WD SR Double Cab 8.1' Bed 5.7L FFV (Natl)	\$31,720.00
OPTIONS		
RE	FEDERAL EMISSIONS	\$0.00
040	SUPER WHITE	\$0.00
—	STANDARD PAINT	\$0.00
FA13	GRAPHITE, FABRIC SEAT TRIM	\$0.00
SUBTOTAL		
Advert/ Adjustments		
Manufacturer Destination Charge		
TOTAL PRICE		

Est City: 17 MPG

Est Highway: 23 MPG

Est Highway Cruising Range: 485.30 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: 5.7L V8 DOHC 32V FFV w/i-Force
Transmission: Electronic 6-Speed Automatic w/OD
4.30 Axle Ratio
GVWR: 7,000 lbs (3,175 kgs)
Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler
Rear-Wheel Drive
Engine Oil Cooler
710CCA Maintenance-Free Battery
170 Amp Alternator
Class IV Towing w/Harness, Hitch, Brake Controller and Trailer Sway Control
1 Skid Plate
1700# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Speed-Sensing Steering
26.4 Gal. Fuel Tank
Single Stainless Steel Exhaust
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Brake Actuated Limited Slip Differential

EXTERIOR

Wheels: 18" x 8J Styled Steel
Tires: P255/70R18 AS BSW
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Front Windshield -inc: Sun Visor Strip
Variable Intermittent Wipers w/Heated Wiper Park
Fully Galvanized Steel Panels
Splash Guards
Argent Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Manual-Leveling Auto Off Aero-Composite Halogen Daytime Running Headlamps
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: Entune AM/FM/CD -inc: MP3/WMA playback capability, 6 speakers, 6.1" touch-screen display, auxiliary audio jack, USB 2.0 port, iPod connectivity and control, Bluetooth hands-free phone capability, phone book access, advanced voice recognition and music streaming, Siri Eyes Free and integrated backup camera display

Radio w/Clock

Fixed Antenna

INTERIOR

3-Passenger Front Bench Seat -inc: 40/20/40 split fold-down, 4-way manual adjustable front seats

60-40 Folding Split-Bench Front Facing Fold-Up Cloth Rear Seat

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows

Front Cupholder

Rear Cupholder

Remote Keyless Entry w/4 Door Curb/Courtesy, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Full Cloth Headliner

Urethane Gear Shift Knob

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Fabric Seat Trim

Day-Night Rearview Mirror

Mini Overhead Console w/Storage and 3 12V DC Power Outlets

Delay Off Interior Lighting

Front And Rear Map Lights

Full Carpet Floor Covering

Pickup Cargo Box Lights

Dashboard Storage, Driver / Passenger And Rear Door Bins and 1st Row Underseat Storage

Power 1st Row Windows w/Driver 1-Touch Down

Power Door Locks w/Autolock Feature

Delayed Accessory Power

Systems Monitor

Trip Computer

Outside Temp Gauge

Analog Display

1 Seatback Storage Pocket

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Engine Immobilizer

Air Filtration

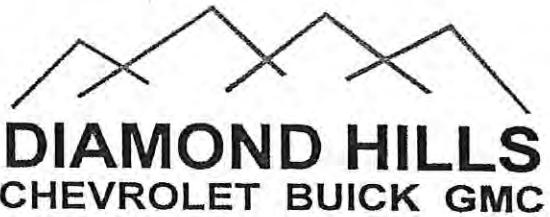
3 12V DC Power Outlets

SAFETY

Electronic Stability Control (ESC)

ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Curtain 1st And 2nd Row Airbags
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera

ATTACHMENT 2



2017 Chevrolet Colorado Extended Cab 2WT Package 4 Wheel Drive

6 Cyl Engine

8 Speed Automatic Transmission

Air Conditioning

Power Windows and Locks

4.2" AM/FM Stereo

6 Speaker System

Vinyl Flooring

Delete Rear Seat

Rear Vision Camera

Net Cost \$27,716.95

Price does not include Tax or Lic Fees that may apply.

Thank you.

Frank Goodale

Diamond Hills Chevrolet

Banning, Ca.

1-951-743-6108



2017 Chevrolet Colorado Extended Cab 2WT Package 2 Wheel Drive

4 Cyl Engine

6 Speed Automatic Transmission

Air Conditioning

Power Windows and Locks

4.2" AM/FM Stereo

6 Speaker System

Vinyl Flooring

Delete Rear Seat

Rear Vision Camera

Net Cost per Unit \$21,877.40

Price does not include Tax or Lic Fees that may apply

Thank you,

Frank Goodale

Diamond Hills Chevrolet

Banning, Ca.

1-951-743-6108

Gina Boehm

From: fgoodale@verizon.net
Sent: Thursday, March 16, 2017 9:32 AM
To: Gina Boehm
Subject: Re: Colorado Quotes from Diamond Hills

The additional cost per unit would be either \$475 for the Spray In Bedliner, or \$395 for the Drop In Bedliner.

Thank you, Frank

fgoodale@verizon.net

-----Original Message-----

From: gboehm <gboehm@ci.banning.ca.us>
To: fgoodale <fgoodale@verizon.net>
Sent: Thu, Mar 16, 2017 7:27 am
Subject: RE: Colorado Quotes from Diamond Hills

Frank,

We need a bed liner on the trucks as well. Can that be done and if so what is the additional charge?

Thank you,
Gina

From: fgoodale@verizon.net [mailto:fgoodale@verizon.net]
Sent: Wednesday, March 15, 2017 6:06 PM
To: Gina Boehm <gboehm@ci.banning.ca.us>
Subject: Re: Colorado Quotes from Diamond Hills

Thank you, have a nice evening.

Frank @ Diamond Hills

fgoodale@verizon.net

-----Original Message-----

From: gboehm <gboehm@ci.banning.ca.us>
To: fgoodale <fgoodale@verizon.net>
Sent: Wed, Mar 15, 2017 4:50 pm
Subject: RE: Colorado Quotes from Diamond Hills

Thank you Frank. We will be getting back to you hopefully before the end of the month.

Regards,
Gina

From: fgoodale@verizon.net [mailto:fgoodale@verizon.net]
Sent: Wednesday, March 15, 2017 2:51 PM
To: Gina Boehm <gboehm@ci.banning.ca.us>
Subject: Colorado Quotes from Diamond Hills

Attached are the quotes from Diamond Hills. Please call me with any questions you may have.

Thank you,

Frank Goodale
Diamond Hills Chevrolet
Banning, Ca.
1-951-743-6108

fgoodale@verizon.net

ATTACHMENT 3



Vehicle Registration Fee Calculator

Transaction Date: May 04, 2017
Type of Calculation: New California Vehicle Purchase
Type of Vehicle: Automobile
Model Year: 2018
Motive Power: Gas
Purchase Date: May 04, 2017
Purchase Price: \$27,717.00
County: San Bernardino
Zip Code: 92220

Current Registration:	53.00
Current California Highway Patrol:	24.00
Current Vehicle License Fee:	180.00
Current County Service Authority for Freeway Emergencies Fee:	1.00
Alt Fuel/Tech Reg Fee:	3.00
Current Fingerprint ID 2:	2.00
Current Vehicle Theft/DUI 2:	2.00
Use/Sales Tax:	2,148.00
Reflectorized License Plate Fee:	1.00
Total Registration Fees:	\$266.00
Total Use/Sales Tax:	\$2,148.00
Grand Total Registration Fees:	\$2,414.00

See [Registration Fees](#) and [Smog Abatement/High Polluter Fees](#) for additional information.

This is an **estimate** based on the information provided. [Fees may vary depending on the actual vehicle registration.](#) All fees are subject to statutory change.

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Vehicle Registration Fee Calculator

Transaction Date: May 04, 2017

Type of Calculation: New California Vehicle Purchase

Type of Vehicle: Automobile

Model Year: 2018

Motive Power: Gas

Purchase Date: May 04, 2017

Purchase Price: \$21,878.00

County: San Bernardino

Zip Code: 92220

Current Registration:	53.00
Current California Highway Patrol:	24.00
Current Vehicle License Fee:	142.00
Current County Service Authority for Freeway Emergencies Fee:	1.00
Alt Fuel/Tech Reg Fee:	3.00
Current Fingerprint ID 2:	2.00
Current Vehicle Theft/DUI 2:	2.00
Use/Sales Tax:	1,696.00
Reflectorized License Plate Fee:	1.00
Total Registration Fees:	\$228.00
Total Use/Sales Tax:	\$1,696.00
Grand Total Registration Fees:	\$1,924.00

[Print Result](#)

See [Registration Fees](#) and [Smog Abatement/High Polluter Fees](#) for additional information.

This is an estimate based on the information provided. [Fees may vary depending on the actual vehicle registration.](#) All fees are subject to statutory change.

[Calculator Home Page](#)

[Calculate Another Vehicle](#)

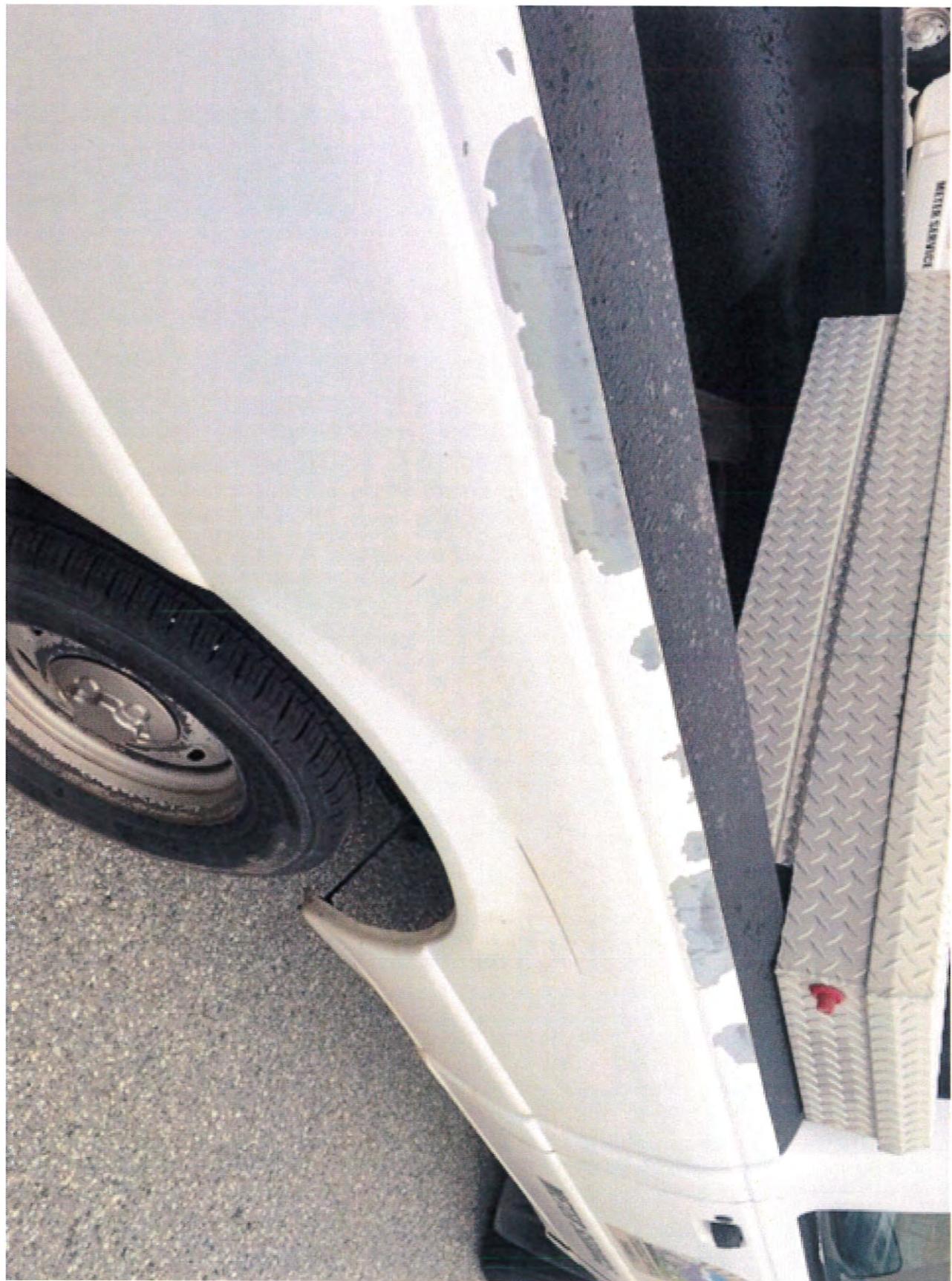
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ATTACHMENT 4











ATTACHMENT 5

CITY OF BANNING
CAPITAL IMPROVEMENT PROJECTS
FISCAL YEARS 2016-2020

PROJECT DESCRIPTION		ACCOUNT NO.	ACCT. DESCRIPTION	ELECTRIC REVENUE BOND					
		Project to Date	Budg. Carry Fwd	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	TOTAL \$
City Yard Warehouse Building	674-7000-473.90-11	New Building/City	\$ 2,774,307	\$ 1,410,201					\$ 4,184,508
Downtown LG - Decorative Lights	674-7000-473.90-239	D.T. Underground	\$ 2,615,227	\$ 956,149					\$ 3,571,376
Aloha Substation	674-7000-473.90-322	Aloha Substation	\$ 86,689	\$ 3,363,198					\$ 3,449,887
Airport Substation Conversion	674-7000-473.90-333	Airport Substation	\$ 630,826	\$ 1,561,173					\$ 2,199,999
Midway Substation Upgrade	674-7000-473.90-412	Midway Substation	\$ 500,000						\$ 500,000
Sunset Substation Distribution Circuits	674-7000-473.90-418	Sunset Substation	\$ 187,471	\$ 120,000	\$ 100,000	\$ 1,850,000	\$ 600,000	\$ 1,850,000	\$ 2,257,471
674 07 ELECTRIC REVENUE BOND PROJECT TOTALS	\$ 6,302,520	\$ 7,410,721	\$ 600,000	\$ 1,850,000	\$ -	\$ -	\$ -	\$ -	\$ 16,163,241

PROJECT DESCRIPTION		ACCOUNT NO.	ACCT. DESCRIPTION	WASTEWATER
		Project to Date	Budg. Carry Fwd	FY 16/17
City Facility Programming Assessment	680-8000-454.90-78	Planning/Design/Capital	\$ -	\$ 10,000
Digger Dome Keyairs (PS&E)	680-8000-454.90-78	Planning/Design/Capital	\$ -	\$ 40,000
Digger Cleaning/Stone Repairs (Const)	680-8000-454.90-172	Treatment Plant Improv	\$ -	\$ 155,000
WWTP Fencing	680-8000-454.90-212	Fencing Improvements	\$ -	\$ 75,000
Repairs to Heat Exchanger (WWTP)	680-8000-454.90-212	Treatment Plant Improv	\$ -	\$ 60,000
Servicer Truck	680-8000-454.90-52	Vehicles	\$ -	\$ 40,000
PVC Digger Gas Piping	680-8000-454.90-52	Treatment Plant Improv	\$ -	\$ 40,000
Replace Trickle Filter Valves	680-8000-454.90-52	Treatment Plant Improv	\$ -	\$ 25,000
Portable Camera System (CCTV)	680-8000-454.90-56	Machinery/Equipment	\$ -	\$ 45,000
680 WASTEWATER FUND TOTALS	\$ -	\$ 115,000	\$ 350,000	\$ 25,000
PROJECT DESCRIPTION		WASTEWATER CAPITAL FACILITIES		
		Project to Date	Budg. Carry Fwd	FY 16/17
Sewer Master Plan Update	681-8000-454.90-78	Planning/Design	\$ -	\$ 75,000
Sunset Grade Sep/Sewer Main	681-8000-454.90-78	Sewer Mains & Coll. Syst	\$ -	\$ 400,000
Annual Sewer Line Rep'l Design	681-8000-454.90-78	Planning/Design	\$ -	\$ 50,000
Replacement of 30" Trunk to WWTP w/ DIP (Design)	681-8000-454.90-78	Sewer Mains & Coll. Syst	\$ -	\$ 250,000
Replacement of 30" Trunk to WWTP w/ DIP (Const)	681-8000-454.90-78	Planning/Design	\$ -	\$ 250,000
SCADA (Lit Stations)	681-8000-454.90-78	Sewer Mains & Coll. Syst	\$ -	\$ 500,000
681 WASTEWATER CAPITAL FACILITIES FUND TOTALS	\$ -	\$ 525,000	\$ 125,000	\$ 825,000

PROJECT DESCRIPTION		ACCOUNT NO.	ACCT. DESCRIPTION	BUA WASTEWATER CAPITAL
		Project to Date	Budg. Carry Fwd	FY 16/17
WWTP Expansion (D)	683-8000-454.90-78	Planning/Design	\$ 2,189,811	\$ 228,118
WWTP Expansion (C)	683-8000-454.90-78	Treatment Plant Improv	\$ -	\$ 250,000
Phase I Trunk	683-8000-454.90-78	Planning/Design	\$ 188,456	\$ 7634
683 BUA WASTEWATER CAPITAL FACILITY FUND TOTALS	\$ -	\$ 2,358,267	\$ 235,752	\$ 250,000

INFORMATION SYSTEMS SERVICES

PROJECT DESCRIPTION		ACCOUNT NO.	ACCT. DESCRIPTION	UTILITY BILLING-METER READING
		Project to Date	Budg. Carry Fwd	FY 16/17
Computer Replacement	703-3700-480.90-48	Computer Hardware	\$ -	\$ 5,930
Software Upgrades	703-3700-480.90-49	Computer Software	\$ -	\$ 9,000
703 INFORMATION SYSTEMS SERVICES FUND TOTALS	\$ -	\$ 8,300	\$ 8,300	\$ 17,300

PROJECT DESCRIPTION		ACCOUNT NO.	ACCT. DESCRIPTION	UTILITY BILLING-METER READING
		Project to Date	Budg. Carry Fwd	FY 16/17
Fusion Software	761-3100-480.90-49	Computer Software	\$ -	\$ 5,930
New Folder / Shutter Machine	761-3100-480.90-56	Machinery & Equipment	\$ -	\$ 12,000
Replace meter reading vehicles	761-3110-480.90-52	Vehicles	\$ -	\$ 11,500
761 UTILITY BILLING FUND TOTALS	\$ -	\$ 53,500	\$ 48,430	\$ 34,600

ATTACHMENT 6

RESOLUTION 2017-50

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE AGREEMENT WITH DIAMOND HILLS CHEVROLET, BUICK, GMC, OF BANNING, CALIFORNIA, FOR THE PURCHASE OF ONE (1) CHEVROLET COLORADO FOUR-WHEEL DRIVE TRUCK AND TWO (2) CHEVROLET COLORADO TWO-WHEEL DRIVE TRUCKS IN THE AMOUNT OF \$79,400.

WHEREAS, the City of Banning's Utility Meter Reading unit is responsible for the monthly meter reading of approximately 12,500 electric meters and 10,000 water meters; and

WHEREAS, it is vital to maintain adequate vehicles to ensure transportation to read the utility billing routes timely and efficiently without vehicle service interruption, to ensure customer service to Banning residents and timely billing; and

WHEREAS, there is a need to routinely replace vehicles as part of the vehicle replacement plan.

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

SECTION 1. The Banning City Council adopts Resolution 2017-50 approving the purchase agreement with Diamond Hills Chevrolet, Buick, GMC of Banning, California, for the purchase of one (1) Chevrolet Colorado four-wheel drive truck and two (2) Chevrolet Colorado two-wheel drive trucks in the amount of \$79,400.

SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments and transfers within the Utility Meter Reading department.

SECTION 3. The City Manager is authorized to execute the purchase agreement with Diamond Hills Chevrolet, Buick, GMC of Banning, California, in the amount of \$79,400.

PASSED, APPROVED AND ADOPTED this 9th day of May 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk

City of Banning

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

John C. Cotti, Interim City Attorney
Jenkins & Hogan, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-50, was duly adopted by the City of Council of the City of Banning, California, at a Scheduled Meeting thereof held on the 9th day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL
FROM: Michael Rock, City Manager
PREPARED BY: Alejandro Diaz, Chief of Police
MEETING DATE: May 9, 2017
SUBJECT: Banning Business Center Update

RECOMMENDED ACTION:

Continue with the Receivership process

BACKGROUND:

In December of 2014, the City of Banning Code Enforcement Department, under the supervision of the Banning Police Department, began a code enforcement process with the property located at 649 W. Lincoln Street (Banning Business Center). The goal of the process was to gain voluntary compliance from property owners. In November 2015, Code Enforcement exhausted all entire means to achieve voluntary compliance and made the following recommendations to Council: File a criminal complaint against all property owners; hire a law firm to begin the Receivership process; looked for a contractor to estimate the cost for demolition of all project buildings; abate the property by boarding, clean-up and weed/graffiti removal.

On September 2016, Council entered into agreement through a Request for Proposal process (RFP) with Silver & Wright LLP to begin the Receivership process.

On January 17, 2017, a complaint was filed with the Superior Court of California, County of Riverside against all three parcel owners. Within the three parcels there are a total of twelve investors (owners) and all of them had to be contacted. This took a considerable amount of time because they were not all responsive. Non responsive owners require a petition to the court to post the information for their response on the property itself and that also delayed the process. Although the process has been long and tedious, we are expecting resolution within the next few weeks from the Court.

ISSUES/ANALYSIS:

None at this time

ALTERNATIVES:

No alternatives

ATTACHMENTS:

None

Approved by:



Michael Rock
City Manager



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: May 9, 2017

SUBJECT: Clearing of Oleander Bushes from Caltrans Right of Way.

RECOMMENDATION:

This is informational only; receive and file report.

JUSTIFICATION:

Information was requested by Council at its April 25, 2017 meeting, regarding the cost of equipment used by City staff to clear overgrown oleander bushes from the Cal Trans Right of Way located on the Interstate 10 freeway.

BACKGROUND:

Diamond Hills Chevrolet Buick GMC (Diamond Hills) requested assistance from the City in obtaining a permit from Cal Trans to clear the overgrown from the freeway. The City was able to obtain a permit at no cost from Cal Trans. Diamond Hills made a payment to the City of \$3,000 for the work performed on their behalf, until the total cost was determined and invoiced. The cost of labor, including overhead, for the employees who performed the work is \$3,431.66 and the balance due of \$431.66 was invoiced.

Council questioned the cost of equipment used by staff. The City did not rent any equipment for this project, but used fully depreciated equipment for the work. The City does not have established rates for equipment rental. Staff used industry standard rental rates to determine the equivalent rental rate for equipment, which totaled \$3,549.64.

The City has amended its invoice to Diamond Hills to charge the equivalent cost of equipment rental. The amended balance due of \$3,981.30 has been invoiced to Diamond Hills.

FISCAL IMPACT:

None

ATTACHMENTS:

- A. Amended Invoice to Diamond Hills
- B. Caltrans Permit and Application

Approved by:



Michael Rock
City Manager

ATTACHMENT A



City of Banning Finance Department

THIS INVOICE IS TO REPLACE THE INVOICE DATED APRIL 10, 2017

May 2, 2017 Invoice Date

Diamond Hills Chevrolet Buick GMC
Accounts Payable
4545 West Ramsey Street
Banning, CA 92220

SUBJECT: AMENDED Reimbursement Request to Include Cost of Equipment

Dear Mr. Knight

The City of Banning respectfully requests payment for the **amended** balance due in the amount of **\$3,981.30**. The previous invoice dated April 10, 2017 referenced a balance due of \$431.66, however that did not include the cost of equipment used for the project to clearing the Caltrans Right of Way on the Interstate 10 freeway.

The cost of equipment is \$3,549.64, as calculated by hours of use multiplied by industry standard rental rates. The cost previously charged was for labor and overhead in the amount of \$3,431.66, which brings the total cost of the project to \$6,981.29. The balance due is \$6,981.29 less the amount received from check number 15013 of \$3,000, totaling **\$3,981.30**.

Enclosed is a copy of supporting documentation for expenses incurred. Please remit payment within 30 days from the date of this notice.

Should you have any questions or need any additional information, please contact me at 951-922-3148.

Respectfully,

Rochelle Clayton
Administrative Services Director
City of Banning

Enclosures

LABOR

Employee Overhead
Hourly Rate Hourly Rate

1. Labor & Overhead Total:

TOTAL PROJECT COST TO BE REIMBURSED **\$6,981.29**

Total Overhead Charged \$ 1 466 73

ATTACHMENT B

In compliance with:

<input checked="" type="checkbox"/> Your application of	January 27, 2017	
<input type="checkbox"/> Utility Notice No.	of	
<input type="checkbox"/> Agreement No.	of	
<input type="checkbox"/> R/W Contract No.	of	

Permit No.	08-17-N-LM-0077
Dist/Co/Rte/PM	08-RIV-10 PM 10.2-PM 10.6
Date	03/07/2017
Fee Paid \$ EXEMPT	Deposit \$ EXEMPT
Performance Bond Amount (1) \$ 0.00	Payment Bond Amount (2) \$ 0.00
Bond Company	
Bond Number (1)	Bond Number (2)

TO: City of Banning
PO Box 998
Banning, CA 92220
Attn: Arturo Vela (951) 922-3130 , PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Enter Interstate 10 (I-10) right of way at 4500 W. Ramsey Street, between Highland Springs Avenue to Sunset Avenue within the City of Banning, to perform landscape maintenance. Landscape maintenance shall be consistent with ANSI A300 and/or to the satisfaction of the Caltrans Representative.

Notwithstanding General Provision #4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. Traffic control shall comply with California MUTCD 2014 and Caltrans Standard Plans 2015. Permittee is required to contact the Caltrans Representative for traffic control, chemical use for vegetation/pest control and storm water compliance.

A pre-job meeting with the assigned Caltrans Representative, Alfredo Cornejo, 909-383-6225, is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (*Check applicable*):

Yes No General Provisions

Yes No Utility Maintenance Provisions

Yes No Storm Water Special Provisions

Yes No Special Provisions

Yes No A Cal-OSHA permit, if required: Permit No. _____

Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects

Yes No Storm Water Pollution Prevention Plan / Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

Yes No Review
 Yes No Inspection
 Yes No Field Work

(if any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before **March 7, 2018**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized to be performed under the work is completed before March 7, 2016.

No project work shall be commenced until all the other necessary permits and the environmental clearances have been obtained.

PERMIT ENGINEER: Carelia Ordaz

PERMIT ENCL
COPIES TO:

Cor File

File:
EP Inspector: Alfredo Cornejo

Maintenance: Banning 710, Banning LS 715, John Hubbs, Anna Hernandez

APPROVED

John Bulinski, District Director

BY:

RICHARD GOH, P.E. District Permit Engineer

In addition to the attached General Provisions, the following checked special provisions are applicable:

A PRE-JOB MEETING WITH THE ASSIGNED CALTRANS REPRESENTATIVE,
Alfredo Cornejo (909) 383-6225 AT LEAST 7 DAYS IS REQUIRED PRIOR TO START OF ANY
WORK UNDER THIS PERMIT. FAILURE TO DO SO WILL RESULT IN PERMIT CANCELLATION AND
RESUBMITTAL MAY BE REQUIRED.

Notwithstanding General Provision #4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$ for inspection, and \$ for electrical equipment is required at the time of application.

You are required to submit an approved Storm Water Pollution Prevention Plan (SWPPP) for projects with a cumulative disturbed soil area equal or greater than 1 acre, and an approved Water Pollution Control Program (WPCP) for projects with a disturbed soil area less than 1 acre, unless otherwise required by other agencies (RWQCBs, U.S. Army Corps of Engineers, Department of Fish and Game, etc.)

The Permittee is required to apply for a separate permit to maintain and/or replace in kind of these facilities on each occurrence upon the expiration of this permit.

The Permittee shall provide the stage construction traffic handling plans, work schedule and a list of all sub-contractors to the Department's Representative at the time of the pre-construction meeting or prior to start construction.

All traffic control, signing and striping shall comply with California MUTCD 2014. It is available at: http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm

Contractor shall comply with Department 2015 Standard Specifications, Department 2015 Standard Plans, and the project special provisions. The latest Standard Plans are available at: <http://www.dot.ca.gov/hq/esc/oe/standards.php>

Permittee and/or permittee's authorized contractor/agent are required and responsible to identify the Department's underground electrical systems before performing any excavation work within the right of way.

All personnel shall wear hard hats and orange or lime vests, shirts or jackets as appropriate while on State property.

The Permittee's work shall be subordinated to any operations which the Department may conduct and shall not delay, nor interfere with the Department's Forces or Department's Contractors.

Attention is directed to Standard Specifications Section 7-1.11, Preservation of Property, and Business and Professions Code, Section 8771. The Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

- . Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, shall require closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, shall require closing of that shoulder. Permittee shall notify the Department's Representative, and obtain approval of, all traffic control, lane closures or detours, at least seven (7) WORKING DAYS prior to setting up of any traffic control.
- No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the Department's Representative.
- Traffic control is generally authorized between 9:00 AM and 3:00 PM only on Monday through Thursday and until 1:00 PM on Fridays, excluding holidays except specified in the Permit. Lane closure is not allowed on Saturdays, Sundays and designated holidays. The designated holidays are: January 1st, the third Monday in January, the second and third Mondays in February, March 31, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving Day, and December 25th. When a fixed holiday falls on Saturday, the preceding Friday shall be designated as holiday.
- Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.
- If time extension is necessary, a request for time extension and the accompanying attachments must be made a minimum of two (2) weeks prior to completion date stated on face of permit. If work has not been started before completion date, the permit will be voided. Failure to comply with rules and regulations stated on permit will jeopardize future permit privileges.
- "AS-BUILT" PLANS ARE REQUIRED UPON COMPLETION OF ALL WORK. PLEASE REFER TO THE GENERAL PROVISION TR-0045, ITEM 22 FOR THE "AS-BUILT" REQUIREMENTS. NO FINAL INSPECTION WILL BE PERFORMED UNTIL THE DEPARTMENT IS IN RECEIPT OF "AS-BUILT" PLANS.
- No vehicle or equipment shall be stored overnight within the right of way; it shall be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the right of way is strictly prohibited.
- Required traffic control devices shall be installed around fixed objects to warn the motoring public for safety. Personal vehicles of the contractor shall not be parked within freeway right of way.
- No materials or waste shall be stockpiled within State right of way.
- Except as specifically provided herein, all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars.
- When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane. The permittee shall not reduce the width of the existing lane to less than 10 feet without written approval from the Department's Representative.
- Excavations made within the limits of the right of way shall be backfilled and resurfaced to original condition before leaving the work area unless otherwise authorized by the Department's Representative.

- . Permittee shall be responsible for arranging the services of a qualified traffic control contractor to provide any needed traffic control.
- . The permittee shall arrange a meeting between his field representative, traffic control contractor, Department's Representative and/or CHP at least two (2) weeks prior to start of any work covered under this permit to arrange date and time of starting work and determine appropriate methods of handling traffic. At least 3 working days notice shall be given to the Caltrans representative and/or the CHP, prior to the meeting to allow time to arrange for attendance.
- A copy of this permit, complete with all attachments, shall be kept by permittee/contractor working under this permit and must be shown to the Department Permit Inspector, Department's Representatives, or Law Enforcement Officer, on demand.
- The permittee shall be responsible for notifying the appropriate utility companies or underground service alert prior to any excavation work.
- The permittee shall notify the California Highway Patrol Area Commander at least 72 hours prior to implementing traffic control.
- When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.
- Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards.

[For City or County projects with utility relocations:]

- If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE. If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work shall be performed in accordance with STATE policy and procedure. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

[For other projects with utility relocations:]

- If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal shall be borne by PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

I. PLANTING MAINTENANCE

Pruning:

Pruning includes removing deadwood, suckers, and broken or bruised branches 1 inch or larger in diameter. Tree, shrub, and other woody plant maintenance should comply with the latest edition of ANSI A300 part 1, *Pruning*, published by the Tree Care Industry Association (TCIA). Do not use tree seal compounds to cover pruning cuts. Dispose of pruned material.

II. VEGETATION CONTROL

Pesticides:

Pesticides consist of any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant. This includes herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, solid sterilants, surfactants and repellents.

Permittee should submit a copy of the registered label for the pesticide as an informational submittal before mixing. Mix and apply pesticide for weed control with a photosensitive dye that produces a contrasting color when sprayed on the ground.

Permittee should submit a copy of the licensed pest control adviser's recommendation at least 15 days before using any pesticide. The recommendation must be authorized before using any pesticides. Obtain a licensed pest control adviser's recommendations for the use of all pesticides under Food & Agri Code. The recommendation must include the pesticides to be used, rates of application, methods of application and application areas.

Kill stolon-type weeds with glyphosate.

Other pesticides may be submitted for use if requested.

Do not apply pesticides:

1. On Saturdays or holidays unless authorized.
2. Whenever weather and wind conditions are unsuitable for application.
3. Within the limits of the plant basin.
4. Do not use oil or pelleted forms of pesticides for weed control.

PERMIT NO.: 08-17-N-LM-0077

CO/RTE/PM: 08/RIV/10/10.2-10.6

PRECONSTRUCTION MEETING AGREEMENT

I, _____, acting as an authorized agent for the permittee, _____, do hereby agree to personally accomplish or have another designated person arrange for all involved company representatives to attend a pre-construction meeting with the authorized Department's Representative

at _____, as specified on this permit. Such meeting must be held two (2) days or more prior to the planned start of the work on this project. The Authorized Department's Representative shall have complete authority to determine whether the permit conditions, either implied or written, have been complied with. The Department's Representative may then allow the permit work to proceed as appropriate. The Pre-construction Meeting Record below must be signed by both the Department's Representative and the permittee before the permit work may start.

I have read and understand the attached General Provisions TR-0045 and other attached provisions of this permit.

This agreement or a copy thereof, must be mailed back to the **Department's District 8 Encroachment Permit Office at 464 W. 4th. Street, MS 619, San Bernardino, CA 92401-1400**, within three (3) working days prior to the pre-construction meeting. Failure to return this form could delay the release of your bonds. A copy of this document shall be at the job site at all times when work is in progress and failure to do so may result in the suspension of work, as directed by the Department's Representative.

It is the permittee's responsibility to insure that the Department's Representative is notified of work completion and that the attached Completion Notice is mailed to the Department's Permit office.

Signature Date

Print or Type Name

Position or Title

PRECONSTRUCTION MEETING RECORD

Permittee's Representative _____ Date _____

Date Work May Begin: _____

PERMIT NO.: 08-17-N-LM-0077
CO/RTE/PM: 08/RIV/10/10.2-10.6

DEPARTMENT OF TRANSPORTATION-DISTRICT 8
ENCROACHMENT PERMITS OFFICE
464 W. 4th. Street, MS 619
San Bernardino, CA 92401-1400

100% COMPLETION NOTICE

Work on Permit No.: 08-17-N-LM-0077 has been completed. A final inspection meeting was held on

Permittee's Representative _____ Date _____

Department's Representative _____ Date _____

FAILURE TO COMPLETE AND RETURN THIS TO THE DISTRICT PERMITS OFFICE MAY CAUSE A DELAY IN THE RELEASE OF YOUR BONDS.



City of Banning

PUBLIC WORKS DEPARTMENT

99 E. Ramsey Street • P.O. Box 998, Banning, CA 92220-0998 • 951.922.3130 • Fax 951.922.3141

January 19, 2017

Carelia Ordaz
Landscape Associate
District 8, California Department of Transportation (Caltrans)
464 W. 4th Street, MS 619
San Bernardino, CA 92401-1400

Subject: Caltrans Encroachment Permit Application for the City of Banning

Dear Ms. Ordaz,

Enclosed for your review and approval is an encroachment permit application for the removal of 500' of Oleanders from the Interstate 10 Caltrans freeway right-of-way; between postmiles 96 (Highland Springs Avenue on and off ramps) and 98 (Sunset Avenue on and off ramps).

Should you have any questions, please contact me at hstuart@ci.banning.ca.us or 951.922.3138.

Sincerely

Holly Stuart
Public Works Management Analyst

Attachment: Standard Encroachment Permit Application

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable. This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Riverside	2. ROUTE 1-10	3. POSTMILE Between 96 & 98	FOR CALTRANS USE		
4. ADDRESS OR STREET NAME 4500 W. Ramsey Street Freeway Right-of-Way		5. CITY Banning	PERMIT NO. _____		
6. CROSS STREET (Distance and direction from project site) Freeway Right-of-Way		7. PORTION OF RIGHT-OF-WAY Approximately 500 feet	DIST/CO/RTE/PM _____ SIMPLEX STAMP _____		
8. WORK TO BE PERFORMED BY <input checked="" type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACTOR		9. ESTIMATED START DATE Immediately		10. ESTIMATED COMPLETION DATE 3 days from commencement of work	
11. EXCAVATION	MAX. DEPTH	AVG. DEPTH	AVG. WIDTH	LENGTH	SURFACE TYPE
12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY \$ 500.00			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE		
13. PIPES	PRODUCT TYPE N/A	DIAMETER N/A	VOLTAGE / PSIG N/A	14. CALTRANS' PROJECT CODE (ID)	

15. Double Permit Parent Permit Number _____
Applicant's Reference Number / Utility Work Order Number _____

16. Have your plans been reviewed by another Caltrans branch? NO YES (If "YES") Who? _____

17. Completely describe work to be done within STATE Highway right-of-way:

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, etc.

The scope of work is for the removal of 500 feet of oleanders behind 4500 W. Ramsey Street from the CalTrans freeway right-of-way between postmiles 96 (Highland Springs Avenue on and off ramps) and 98 (Sunset Avenue on and off Ramps).

18. Is a City, County or other public agency involved in the approval of this project?

YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)

COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER _____

CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____

NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING

FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS

MAILBOX

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS

EROSION CONTROL

OTHER _____

LANDSCAPING

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

PERMIT NO. _____

The following questions must be completed when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?
 Yes

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?
 No

C. Is the proposed project located within five miles of the coast line?
 No

D. Will the proposed project generate construction noise levels greater than 85 dBA (e.g. jack-hammering, pile driving)?
 No

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
 No

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?
 No

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?
 No

H. Will the proposed project impact access to any businesses or residences?
 No

I. Will the proposed project impact any existing public utilities or public services?
 No

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?
 No

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?
 No

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? YES NO
 (If "YES", provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? YES NO (If "YES", provide a description)

21. Is work being done on the applicant's property? YES NO (If "YES", attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil? YES NO
 If "YES", estimate the area within State Highway right-of-way in square feet AND acres: 15,000 (ft²) AND 0.34 (acres)
 estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)

23. Will the proposed project require dewatering? YES NO
 If "YES", estimate total gallons AND gallons/month: _____ (gallons) AND _____ (gallons/month)

SOURCE: STORM WATER NON-STORM WATER

(*See Caltrans SVMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?

Storm Drain System Combined Sewer / Storm System Storm Water Retention Basin
 Other (explain): Not applicable, removal of oleanders

STANDARD ENCROACHMENT PERMIT APPLICATION
 TR-0100 (REV. 03/2015)

PERMIT NO. _____

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990: All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

DISCHARGES OF STORM WATER AND NON-STORM WATER: All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

<http://www.dot.ca.gov/hq/construc/stormwater>

25. NAME OF APPLICANT OR ORGANIZATION

City of Banning, Director of Public Works, Arturo Vela

ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)
P.O. Box 998, Banning CA 92220

E-MAIL ADDRESS

avela@ci.banning.ca.us

PHONE NUMBER

951.922.3130

FAX NUMBER

26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25)

Arturo Vela

IS A LETTER OF AUTHORIZATION ATTACHED?

 YES NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)

99 East Ramsey Street, Banning, CA 92220

E-MAIL ADDRESS

avela@ci.banning.ca.us

PHONE NUMBER

FAX NUMBER

27. NAME OF BILLING CONTACT (Same as #25 Same as #26)

Holly Stuart

BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)

P.O. Box 998, Banning, CA 92220

E-MAIL ADDRESS

hstuart@ci.banning.ca.us

PHONE NUMBER

951.922.3138

FAX NUMBER

28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

29. PRINT OR TYPE NAME

Arturo Vela

30. TITLE

Dir. of Public Works

31. DATE

1-18-17



City of Banning Public Works Department

March 1, 2017

Carelia Ordaz, Landscape Associate
District 8, California Department of Transportation
464 W. 4th Street, MS 619
San Bernardino, CA 92401-1400

Re: Encroachment Permit #08-17-N-LT-0077

Ms. Ordaz,

I appreciate your assistance thus far in processing the referenced encroachment permit. The purpose of this letter is to revise the scope of work to be covered by the permit. The scope will only include shrub trimming and not removal of the shrubs along the area described in the encroachment permit application, attached hereto for reference.

We hope that the revision in scope will allow for the issuance of the permit. If you have any questions please feel free to contact me at 951-922-3134.

Thank you,

Art Vela, P.E.
Director of Public Works/City Engineer



CITY OF BANNING BANNING UTILITY AUTHORITY REPORT

TO: BANNING UTILITY AUTHORITY

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director
Luis Cardenas, Senior Civil Engineer

MEETING DATE: May 9, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-05 UA, Approving a Renewal of the Professional Services Agreement with Babcock Laboratories, Inc. of Riverside, California for Laboratory Analytical Testing Services for the Water and Wastewater Divisions for Fiscal Year 2017/2018 in the amount of \$60,000

RECOMMENDED ACTION:

Adopt Resolution 2017-05 UA, approving the renewal of the Contract for Laboratory Analytical Testing Services with Babcock Laboratories, Inc. of Riverside, California, in the amount of \$60,000 for Fiscal Year 2017/2018.

GOAL STATEMENT:

Resolution 2017-05 UA assists in meeting Goal 4 – Public Health & Safety.

BACKGROUND:

The State Water Resources Control Board (SWRCB) is responsible for the enforcement of the Federal and California Safe Drinking Water Acts and the regulatory oversight of public water systems to assure the delivery of safe drinking water. The SWRCB prescribes regulations that limit the amount of certain contaminants in drinking water.

Furthermore, the California Regional Water Quality Control Board (CRWQCB) oversees the City of Banning Wastewater Treatment Plant (WWTP) Wastewater Discharge Requirements (WDR). The WDR has set specific groundwater monitoring requirements near the WWTP percolation ponds.

Consequently, the City of Banning Water and Wastewater Divisions obtain over 1,500 water samples annually from more than 33 sample points throughout the City and submits them for laboratory testing in order to confirm that the divisions are operating within their respective permit requirements.

In order to obtain laboratory services, Public Works staff advertised a Request for Proposals (RFP) on May 6, 2016 in the Press Enterprise and on the City's website. In response to these efforts, the Public Works Department received two (2) proposals from the following companies:

<u>Companies</u>	<u>Ranking</u>
1) Babcock Laboratories, Inc.	885
2) BSK Associates	818

The proposals were evaluated based on specific criteria including how long the company has been in business, qualifications and experience in implementing an analytical testing program, costs for performing the required analytical testing, quality of services, references, proximity and overall responsiveness to the RFP.

Based on the evaluations and staff recommendation, the Banning Utility Authority approved at its June 28, 2016 meeting a contract award to Babcock Laboratories, Inc. in the amount of \$60,000 for a one (1) year period beginning July 1, 2016 and ending June 30, 2017. This agreement included an option to be renewed for an additional four (4) single years upon annual review and approval by Banning Utility Authority, with extension and services terminating no later than June 30, 2021.

ISSUES/ANALYSIS:

Laboratory analytical testing services are necessary in order to meet permit requirements of the SWRCB and the CRWQCB related to the operations of the Water and Wastewater Divisions.

Babcock Laboratories, Inc. of Riverside, California has provided the required laboratory analytical services at a satisfactory level and therefore staff recommends the renewal of their contract for Fiscal Year 2017/2018.

The contract renewal is for a term of twelve (12) months for an amount of, not to exceed, \$60,000. If approved, the renewal will be the first for Babcock Laboratories, Inc.

FISCAL IMPACT:

The Professional Services Agreement for Laboratory Analytical Testing Services will be funded by the Water Fund Fiscal Year 2017/2018, Account No. 660-6300-471.23-32

(Contractual Services / Laboratory Services) in the amount of \$55,000 and by the Wastewater Fund Fiscal Year 2017/2018, Account No. 680-8000-454.23-32 in the amount of \$5,000 for a total amount of \$60,000.

ALTERNATIVES:

1. Adopt Resolution No. 2017-05 UA.
2. Reject the recommendation. If rejected, laboratory and analytical testing services will be discontinued and the City will not meet State mandated testing requirements. If requested, staff could proceed with a new RFP to obtain the required services, although this would take some time to process. The City does not have the resources to perform these tasks in house.

ATTACHMENTS:

1. Resolution No. 2017-05 UA
2. Professional Services Agreement with Babcock Laboratories, Inc.

Approved by:



Michael Rock
City Manager

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INTENTIONALLY**

ATTACHMENT 1

(Resolution 2017-05 UA)

RESOLUTION 2017-05 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING A RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH BABCOCK LABORATORIES, INC. OF RIVERSIDE, CALIFORNIA FOR LABORATORY ANALYTICAL TESTING SERVICES FOR FISCAL YEAR 2017/2018 IN THE AMOUNT OF \$60,000

WHEREAS, the City of Banning owns and operates its own water wells, water distribution system throughout the City; and

WHEREAS, the State Water Resources Control Board (SWRCB) has mandated water sampling and laboratory testing of all public water systems in the State of California; and

WHEREAS, the California Regional Water Quality Control Board (CRWQCB) oversees the City of Banning Wastewater Discharge Requirements and requires groundwater monitoring; and

WHEREAS, Water and Wastewater Divisions obtain over 1,500 water samples annually from more than 33 sample points throughout the City and submits them for laboratory testing in order to confirm that the divisions are operating within their respective permit requirements; and

WHEREAS, on May 6, 2016 the Public Works Department advertised a Request for Proposals to obtain proposals from environmental testing laboratories to provide laboratory analytical testing services and received and evaluated two proposals; and

WHEREAS, Babcock Laboratories, Inc. of Riverside, California was ranked the highest by the evaluation committee; and

WHEREAS, the Banning Utility Authority approved a contract award to Babcock Laboratories, Inc. in the amount of \$60,000 for a one (1) year period beginning July 1, 2016 and ending June 30, 2017 with an option to be renewed for an additional four (4) single years upon annual review and approval by the Banning Utility Authority with extension and services terminating no later than June 30, 2021; and

WHEREAS, Babcock Laboratories, Inc. has provided the required laboratory analytical services at a satisfactory level and therefore staff recommends the renewal of their contract for Fiscal Year 2017/2018; and

WHEREAS, the Professional Services Agreement renewal for Laboratory Analytical Testing Services will be funded by the Water Fund Fiscal Year 2017/2018, Account No. 660-6300-471.23-32 (Contractual Services / Laboratory Services) in the amount of \$55,000 and by the Wastewater Fund Fiscal Year 2017/2018, Account No. 680-8000-454.23-32 in the amount of \$5,000 for a total amount of \$60,000.

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

SECTION 1. The Banning Utility Authority adopts Resolution No. 2017-05 UA approving the Professional Services Agreement renewal with Babcock Laboratories, Inc. of Riverside, CA in the amount of \$60,000 for laboratory analytical testing services.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement for laboratory analytical testing services.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Babcock Laboratories, Inc. of Riverside, CA for laboratory analytical testing services.

PASSED, ADOPTED AND APPROVED this 9th day of May, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

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

John C. Cotti, Interim Authority Counsel
Jenkins & Hogin, LLP

CERTIFICATION:

I, Marie Calderon, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution No. 2017-05 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 9th day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, Secretary
Banning Utility Authority

ATTACHMENT 2

(Professional Services Agreement – Babcock Laboratories, Inc.)

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF BANNING

and

BABCOCK LABORATORIES, INC.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BANNING AND
BABCOCK LABORATORIES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of July, 2016 by and between the City of Banning, a municipal corporation ("City") and Babcock Laboratories, Inc., ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties"). Consultant

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. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by 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 Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

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.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant'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.

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 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 Consultant, 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 Consultant. 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. 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. 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, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to 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 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 **SIXTY THOUSAND DOLLARS (\$60,000.00)** (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 Consultant'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 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. By submitting an invoice for payment under this Agreement, Consultant 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may 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 thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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

Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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 City, 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 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 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 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 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>Sushmitha Reddy</u> (Name)	<u>Project Manager</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 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 Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. 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. 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 Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such persons or persons.

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. 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 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. 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 venture 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 City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of 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 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 City.

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, 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 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.

(f) Subcontractors. Consultant 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 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. 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 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] N/A
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 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 or 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.

In addition, Consultant 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 Consultant under this Agreement, and of which the Consultant 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 Consultant 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.

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, 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 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, reuse or assignment. Consultant may retain copies of such

documents for its own use. Consultant 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 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 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 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. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action 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 Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable (\$0.00) 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 City, except that where termination is due to the fault of the City, 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 City Officers and Employees.

No officer or employee of the City 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 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 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class 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, ancestry, or other protected class.

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 E. RAMSEY ST, 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



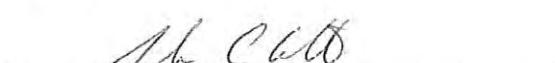
Michael Rock, City Manager

ATTEST:



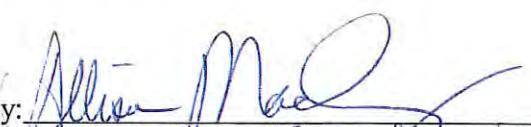
Marie A. Calderon, City Clerk

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


John C. Cotti, Interim City Attorney
Jenkins & Hogin, LLC

CONSULTANT:

BABCOCK LABORATORIES, INC.

By: 
Name: Allison MacKenzie
Title: CEO

By: 
Name: Lawrence S. Chrystal
Title: Secretary

Address: 4100 Quail Valley Ct
Riverside, CA 92507

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 CONSULTANT'S BUSINESS ENTITY.

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside

} s.s.

On 5th Aug 2010 before me, SELINA LINDY CRYSTAL KRAMER, Notary Public
Name of Notary Public, Title

personally appeared Allison Mackenzie
Name of Signer (1)

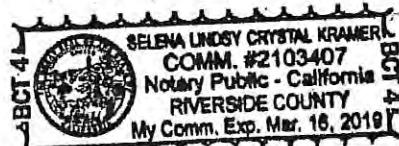
Lawrence J. Chrysal

Name of Signer (2)

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

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

WITNESS my hand and official seal.


Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

Individual(s)
 Attorney-In-fact
 Corporate Officer(s) _____
Title(s) _____

Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on:	
Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2016 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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL
 CORPORATE OFFICER

_____ TITLE OR TYPE OF DOCUMENT

_____ TITLE(S)

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 _____, 2016 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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER

PARTNER(S) LIMITED
 ATTORNEY-IN-FACT GENERAL
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services:

Contractor will provide laboratory services for monitoring of groundwater (monitoring wells), domestic water (wells, distribution system), and sanitation water (treated/untreated wastewater) at water well, tank sites and other various locations within the City of Banning. Bio solids/sludge and soils samples will also be analyzed as needed. Contractor will provide sampling handling, complete analysis within hold and turnaround time, perform quality assurance and quality control (QA/QC), ensure certification and detection levels.

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

- A. Write on Report:** Test Results must be reported to CDPH by electronic Data Transfer (EDT) by the tenth (10th) day of each month using the CDPH write on program for compliance drinking water samples.
- B. Hard Copy Report:** A hard copy must be provided for all analytical; results. The CDPH Title 22 format must be used for hard copy reports for drinking water samples. Reports must show each constituent analyzed and the corresponding detection limit for reporting or a minimum reporting level. It will also show the MCL, if one applies.

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:

As requested by the Director in accordance with each Project.

IV. All work 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. Sushmith Reddy, Project Manager**

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks July 1, 2016 through June 30, 2017 at the following rates:

SUB-BUDGET

A.	Water Department	\$55,000.00
B.	Waste Water Department	\$5,000.00
C.	Total Contract	\$60,000.00

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 sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. 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.

V. The total compensation for the Services shall not exceed \$60,000.00 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"

BILLING RATES

Analytical Matrix - Pricing from Babcock Laboratories, Inc.

City of Banning is using this matrix as a representation as to the number of samples which may have a +/- number of samples

Analyses	# of Samples	Method #	Unit Price	Line Total
Bacti P/A & HPC	950	SM 9223B	\$ 15.00	\$ 14,250.00
Total Dissolved Solids	120	SM 2540C	\$ 10.00	\$ 1,200.00
General Physical (Color, Odor, Turbidity, pH)	144	Varies	\$ 18.00	\$ 2,592.00
Trihalomethanes	16	EPA 524.2	\$ 35.00	\$ 560.00
Haloacetic Acids	16	SM 6251B	\$ 50.00	\$ 800.00
Nitrate	21	EPA 300.0	\$ 10.00	\$ 210.00
Nitrite	21	SM 4500NO2B	\$ 10.00	\$ 210.00
Lead & Copper	47	EPA 200.8	\$ 20.00	\$ 940.00
Gross Alpha	10	EPA 900.0	\$ 35.00	\$ 350.00
Hexavalent Chromium	100	EPA 218.6	\$ 40.00	\$ 4,000.00
Alkalinity	12	SM 2320B	\$ 15.00	\$ 180.00
Calcium by ICP	12	EPA 200.7	\$ 10.00	\$ 120.00
Chloride	12	EPA 300.0	\$ 10.00	\$ 120.00
Chromium by ICPMS	12	EPA 200.8	\$ 10.00	\$ 120.00
Molybdenum by ICPMS	12	EPA 200.8	\$ 10.00	\$ 120.00
Nitrate - Nitrogen	12	EPA 300.0	\$ 10.00	\$ 120.00
Ortho-Phosphate Calc	12	CALC	\$ 10.00	\$ 120.00
Selenium by ICPMS	12	EPA 200.8	\$ 10.00	\$ 120.00
Silica by ICP	12	EPA 200.7	\$ 10.00	\$ 120.00
Sulfate	12	EPA 300.0	\$ 10.00	\$ 120.00
Thorium by ICPMS	12	EPA 200.8	\$ 15.00	\$ 180.00
Total P as PO4	12	Varies	\$ 20.00	\$ 240.00
Total Suspended Solids	12	SM 2540D	\$ 15.00	\$ 180.00
Uranium Radiochem by ICPMS	12	EPA 200.8	\$ 15.00	\$ 180.00
Vanadium by ICPMS	12	EPA 200.8	\$ 10.00	\$ 120.00
California 17 Metals	12	Varies	\$ 170.00	\$ 2,040.00
California 17 Metals - Wet	12	Varies	\$ 190.00	\$ 2,280.00
Metals, TCLP	12	Varies	\$ 100.00	\$ 1,200.00
Thorium by ICPMS	12	EPA 6020	\$ 15.00	\$ 180.00

Total Acid Digest	12	ASTM D1548-63	\$ 10.00	\$ 120.00
Uranium Radiochem by ICPMS	12	EPA 6020	\$ 15.00	\$ 180.00
Title 22 Including	7	Varies	\$ 1,700.00	\$ 11,900.00
Inorganics		Varies		
General Mineral		Varies		
Secondary General Physical + Zinc		Varies		
Corrosively		Varies		
Organic Chemical		Varies		
(504,505,507,515,524,525,531,547,548,549)		Varies		
Asbestos		EPA 600/R-94/134		
City of Banning Ground Water Monitoring Sampling				
Analyses				
Total Dissolved Solids	116	SM 2540C	\$ 10.00	\$ 1,160.00
Total Nitrogen	12	Varies	\$ 45.00	\$ 540.00
Nitrate as N	12	EPA 300.0	\$ 10.00	\$ 120.00
Iron (Filtered 200.7)	12	EPA 200.7	\$ 10.00	\$ 120.00
Sulfate	12	EPA 300.0	\$ 10.00	\$ 120.00
Chloride	12	EPA 300.0	\$ 10.00	\$ 120.00
Aluminum (Filtered 200.7)	12	EPA 200.7	\$ 10.00	\$ 120.00
Fluoride	12	SM 4500FC	\$ 10.00	\$ 120.00
Volatile Organics	12	EPA 524.2	\$ 75.00	\$ 900.00
City of Banning Wastewater Sampling				
24 Hr. Composite Sampler and collection by Laboratory	1	N/A	\$ 245.00	\$ 245.00
Silver, BOD, Cadmium, Chromium		Varies	\$ 65.00	\$ 65.00
Copper, Iron, Mercury, Nickel, Lead,		Varies	\$ 50.00	\$ 50.00
TDS, TSS, Zinc		Varies	\$ 35.00	\$ 35.00
PH is grab samples at site		SM 4500H+ B	\$ 10.00	\$ 10.00
Total and Fecal Coliform	7	SM9221B SM9221E	\$ 50.00	\$ 350.00
California 17 Metals (TTLC)	1	Varies	\$ 170.00	\$ 170.00
City of Banning Storm Water				
PH is grab samples at site				
Oil & Grease	3	SM 4500H+ B	\$ 35.00	\$ 105.00
Total Suspended Solids	3	SM 2540G	\$ 15.00	\$ 45.00
Iron (Fe)	3	EPA 200.7	\$ 10.00	\$ 30.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform Services on an on-call basis as set forth in Exhibit A.**
- II. Contractor shall deliver the following tangible work products to the City by the following dates.**
 - A. As determined in the Project Proposal pursuant to Exhibit A.**
 - B. Analytical Test Results on a timely manner.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**
- IV. The Contract is for a term of twelve (12) months with the possibility of an option to be renewed for an additional four (4) single years upon annual satisfactory review and approval by Banning Utility Authority. A request for Agreement renewal shall propose a new Contract Sum for services during the renewal period. A renewal of this Agreement shall occur each year ending June 30, for the contract price submitted, only if additional single years are approved by the City, and terminate no later than June 30, 2021. Any renewal of this Agreement exceeding \$25,000 shall be approved by the City Council.**

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**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: May 9, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-06 UA, Approving the Renewal of the Contract for Industrial Waste Program Management, Fats Oil Grease (FOG) and National Pollutant Discharge Elimination System (NPDES) Inspections and Environmental Compliance Services with Lynn Merrill & Associates, Inc. for Fiscal Year 2017/2018 in the amount of \$35,000

RECOMMENDED ACTION:

Adopt Resolution 2017-06 UA, approving the renewal of the Contract for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services with Lynn Merrill & Associates, Inc. of Riverside, California, in the amount of \$35,000 for Fiscal Year 2017/2018.

BACKGROUND:

The City provides wastewater services to residents and commercial and industrial businesses located within the City limits. The City is required by Local, State and Federal law to meet all requirements under the Waste Discharge Requirement Order 2006-0003 (WDR) Permit issued by the State Water Resources Control Board. A requirement of the WDR Permit is to maintain an industrial waste and FOG pretreatment program that provides inspection, monitoring, enforcement, outreach and reporting necessary to ensure compliance with the discharge requirements of the WDR Permit.

Banning is located in the Colorado River Basin, Region No. 7 ("Regional Board"), and is a co-permittee for Board Order No. R7-2013-0011 ("NPDES Permit"). The City manages and implements its NPDES program in house and in 2015 was required to perform inspections previously conducted by the Riverside County Department of Environmental Health (DEH). The inspections are conducted at businesses, with

underground storage tanks, hazardous material and food establishment permits issued by the DEH, at frequencies dependent on the type of facility.

A Request for Proposals (RFP) was prepared in October of 2015, and advertised and three proposals were received. Lynn Merrill & Associates, Inc. was ranked the highest by the evaluation committee. On December 8, 2015, the Banning Utility Authority approved Resolution 2015-18 UA, awarding the contract to Lynn Merrill & Associates, Inc. for an eighteen (18) month term in the amount of \$52,500 with the option to renew for two (2) additional years upon satisfactory annual review of provided services. Each contract renewal shall be brought forth to City Council for final approval and shall be for an amount equal to \$35,000 per single year (12 month period).

ISSUES/ANALYSIS:

Consultant services are necessary in order to assist staff in meeting Local, State and Federal environmental regulations addressing Industrial Waste; FOG accumulation; and NPDES requirements.

Lynn Merrill & Associates, Inc. of Riverside, California, has provided satisfactory services this past year, therefore staff recommends the renewal of their contract for one additional year for Fiscal Year 2017/2018.

The Contract Agreement renewal is for a term of twelve (12) months (not to exceed \$35,000/year) with the possibility of an option to renew for a total of three and a half years upon a satisfactory yearly review of the previously provided services. If approved, the renewal will be the first for Lynn Merrill & Associates, Inc.

The scope of work for the professional services agreement includes tasks to ensure compliance with WDR and NPDES Permits including: the management of the Industrial Waste Pretreatment Program; the administration of the FOG Control Program; NPDES Inspections; and Environmental Compliance special services if needed. The services primarily consists of performing one hundred (100) inspections during Fiscal Year 2017/2018.

FISCAL IMPACT:

The contract agreement will be funded by the operational budgets of the Water and Wastewater Funds for each Fiscal Year. The Water Fund operational budget will be utilized in the amount of \$8,000 for FY 2017/2018 and the Wastewater Fund operational budget will be utilized in the amount of \$27,000 for FY 2017/2018.

OPTIONS:

1. Adopt Resolution No. 2017-06 UA.

2. Reject the recommendation. If rejected, staff would prepare a Request for Proposal and solicit proposals. This option would require some time to process, therefore, a contract would be required while a new agreement is established. The City currently does not have staff to complete the required tasks in house.

ATTACHMENTS:

1. Resolution No. 2017-06 UA
2. Professional Services Agreement with Lynn Merrill & Associates, Inc

Approved by:



Michael Rock
City Manager

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ATTACHMENT 1

(Resolution 2017-06 UA)

RESOLUTION 2017-06 UA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE RENEWAL OF THE CONTRACT FOR THE INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES TO LYNN MERRILL & ASSOCIATES, INC. OF RIVERSIDE, CALIFORNIA FOR FISCAL YEAR 2017/2018 IN THE AMOUNT OF \$35,000

WHEREAS, a consultant is necessary in order to assist staff in meeting Local, State and Federal environmental regulations under the Waste Discharge Requirement Order 2006-0003 addressing Industrial Waste and Fats, Oils and Grease (FOG) accumulation; and under National Pollutant Discharge Elimination System (NPDES) Board Order No. R7-2013-0011 requirements, inspections are conducted at businesses with underground storage tanks, hazardous material and food establishment Permits issued by the County Department of Health; and

WHEREAS, at its regularly scheduled meeting on December 8, 2015, the Banning Utility Authority adopted Resolution 2015-18 UA, awarding a contract for the industrial waste program management, FOG and NPDES inspections and environmental compliance services (if needed) for a term of eighteen months (1.5 years) with the option to renew the Contract Agreement for up to two (2) additional single years upon a satisfactory yearly review of the previously provided services; and

WHEREAS, Lynn Merrill & Associates, Inc. of Riverside, California, has provided satisfactory service to the City over the past fiscal year; and

WHEREAS, the Contract Agreement with Lynn Merrill & Associates, Inc. was for a term of eighteen (18) months (\$35,000/12 months) with the possibility of an option to renew for up to two (2) single additional years upon a satisfactory yearly review of the previously provided services; and

WHEREAS, staff recommends the renewal of the Contract Agreement with Lynn Merrill & Associates, Inc. for an additional year; and

WHEREAS, the Water Fund operational budget will be utilized in the amount of \$8,000 and the Wastewater Fund operational budget will be utilized in the amount of \$27,000.

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

SECTION 1. That the Contract Agreement for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services is hereby

renewed and awarded to Lynn Merrill & Associates, Inc., of Riverside, California, in the amount of not to exceed \$35,000 for Fiscal Year 2017/2018.

SECTION 2. That the City Manager or his designee is authorized to make all necessary budget adjustments, appropriations and transfers.

SECTION 3. That the City Manager is authorized to execute the Contract Agreement renewal for a one year term with Lynn Merrill & Associates, Inc., of Riverside, California.

PASSED, ADOPTED AND APPROVED this 9th day of May, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary
City of Banning

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

John C. Cotti, Interim Authority Attorney
Jenkins & Hogin, 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. 2017-06 UA was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 9th day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Banning Utility Authority

ATTACHMENT 2

(Professional Services Agreement – Lynn Merrill and Associates)

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF BANNING

and

LYNN MERRILL AND ASSOCIATES, INC.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BANNING AND
LYNN MERRILL**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 9th day of December, 2015 by and between the City of Banning, a municipal corporation ("City") and Lynn Merrill and Associates, Inc., ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties"). Consultant

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. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by 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 Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

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.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant'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.

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 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 Consultant, 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 Consultant. 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. 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. 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, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to 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 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 TWO THOUSAND, FIVE HUNDRED Dollars (\$52,500.00)** (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 Consultant'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 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. By submitting an invoice for payment under this Agreement, Consultant 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may 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 thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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 Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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 City, 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 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 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 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 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>Lynn Merrill</u> (Name)	<u>Principal</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 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 Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. 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. 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 Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such persons or persons.

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. 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 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. 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 venture 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 City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of 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 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 City.

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, 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 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.

(f) Subcontractors. Consultant 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 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. 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 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'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 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 or 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.

In addition, Consultant 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 Consultant under this Agreement, and of which the Consultant 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 Consultant 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.

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, 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 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, reuse or assignment. Consultant may retain copies of such

documents for its own use. Consultant 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 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 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 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. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action 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 Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable (\$ 0.00) 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 City, except that where termination is due to the fault of the City, 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 City Officers and Employees.

No officer or employee of the City 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 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 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class 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, ancestry, or other protected class.

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 E. RAMSEY ST, 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



Michael Rock, City Manager

ATTEST:



Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

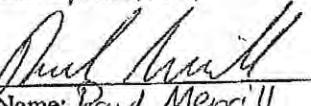


City Attorney

CONSULTANT:

LYNN MERRILL AND ASSOCIATES, INC.

By: 
Name: Lynn Merrill
Title: President

By: 
Name: Paul Merrill
Title: Secretary

Address: _____

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 CONSULTANT'S BUSINESS ENTITY.

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On January 26, 2016 before me, Kara Waggoner Notary Public
(Here insert name and title of the officer)

personally appeared Lynn Charles Merrill and Paul Warren Merrill, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(es), 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.

Kara Waggoner
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Industrial Waste Pretreatment Program Management

Currently, there are 3 Industrial User (IU) permits issued by the City of Banning: San Gorgonio Hospital, Larry D. Smith Detention facility and Allen Industries (a non-discharger). Each IU Permit requires self-monitoring reports as determined in their permit to be submitted to City staff and an annual inspection by the City. The selected consultant will manage all aspects of this Industrial Waste Program to ensure the City of Banning is meeting all of the requirements of the WDR. The Program services include on-site inspections, monitoring, permitting, coordination of work with other City departments as required, developing and maintaining the Program database and any administrative functions required to support the Program. The Program also provides protection to the environment and the public through inspection and educational outreach efforts designed to prevent sanitary sewer overflows; spill prevention programs that safeguard the sewer from flammable and toxic chemicals; and proactive food service and automotive repair programs that reduce the amounts of fats, oils, and grease that enter the sewer system. The consultant will provide the following:

- Manage the three (3) Industrial User Permits.
- Conduct Industrial User site inspections at least once per year.
- Review and evaluate Self-Monitoring Reports (SMRs) from permitted users to ensure compliance.
- Prepare, complete all required regulatory reports as required by the Wastewater Discharge Requirements (WDR).
- Conduct necessary follow-up site inspections for new or tenant improvement projects that require Program involvement.
- Maintain IU data and schedules in the City's XC2 data management system.
- Provide monthly status reports to the City and attend any meetings required to maintain effective communications.

Fats, Oils and Grease (FOG) Control Program

FOG control program services to prevent excessive accumulation of Fats, Oils and Grease includes the management and assistance in administering the FOG control program to ensure compliance with Federal, State and local environmental laws. FOG inspections are performed semi-annually at food service and automotive repair businesses throughout the City. The consultant shall prepare a FOG inspection Form for the City's approval and

perform FOG inspections of required food service establishments as directed by the Water/Wastewater Superintendent. Educational outreach, including BMPs and recommending solutions to businesses with non-compliance status will also be included. All of the inspections and results shall be tracked on both a Spreadsheet and XC2 data management program and provided to him monthly. Any inspections that prove to be non-compliant shall be re-inspected until compliance is achieved. There are approximately 50 or more facilities that will be inspected annually.

NPDES Inspections

The City is co- permittee on NPDES Permit No. R7-2013-0011 in the Whitewater River Region and the Permit requirements are explained in the SWMP. The County DEH issues Hazardous Material Permits to facilities that are required to be inspected by the City either annually or every three years. Additionally, retail food service facilities with Food establishment Permits must be inspected once per Permit term. Engineering Division staff has a current database of the facilities and an inspection form for each of the two types of facilities. Services would include performing the NPDES inspection per the City's inspection form and updating and maintaining the current Spreadsheet and providing this to the Associate Civil Engineer monthly. Also, periodically check the DEH website for new businesses that obtained DEH Permits requiring City NPDES inspections. Follow up inspections for non-compliance and BMP educational outreach to the business owners would also be required during the NPDES inspection.

Environmental Compliance Special Services, if requested, may include:

- Provide training to staff and develop training materials on federal or state environmental regulations, NPDES requirements, BMPs, etc.
- Review and approve developer's plans for pretreatment processes, provide comments on proposed project applications, review and approve technical specifications for pretreatment processes.
- Assist Public Works Department staff with environmental compliance of State of California requirements (such as for hazardous waste, Industrial General Permits and CUPA facilities), when needed, and provide answers and clarifications to regulations and questions from staff and other agencies.
- Possible meetings with City staff, developers, civil engineers, and other regional agencies.

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

- A. Regulatory reports as required by the Wastewater Discharge Requirements (WDR).**
- B. As determined by the Director of Public Works or his/her designee.**

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:

- A. Provide monthly status reports to the City and attend any meetings required to maintain effective communications.**
- B. As determined by the Director of Public Works or his/her designee.**

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. Lynn Merrill, Principal in Charge**
- B. Cynthia Gabaldon, P.E., Senior Consultant**
- C. Phuong Hunter, Senior Consultant**
- D. Roger Turner, Senior Consultant**
- E. Joseph Rosales, Senior Supervising Inspector**

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

This Agreement shall be for an eighteen (18) month term, with an option to renew the agreement for two additional one year periods upon satisfactory review and City Council approval.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	INSPECTION	PRIORITY*	FREQUENCY**	RATE FY15-16
A.	Industrial	High	Every Year	\$225.00
B.	Industrial	Medium	Every Two Years	\$180.00
C.	Industrial	Low	Every Five Years	\$90.00
D.	Restaurant	High	Every Year	\$75.00
E.	Restaurant	Medium	Every Two Years	\$60.00
F.	Restaurant	Low	Every Five Years	\$45.00
G.	Commercial	High	Every Year	\$65.00
H.	Commercial	Medium	Every Two Years	\$55.00
I.	Commercial	Low	Every Five Years	\$45.00
J.	Re-inspection for Notice of Corrections		No Charge	
K.	Refusal to Admit		One-half of inspection rate shown above	
L.	Construction site inspections		Per site inspection	\$180.00
M.	WQMP Construction Verification		Per site inspection	\$250.00

N.	Post Construction BMP	Per site inspection	\$180.00
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***Designation of whether an inspection has “High,” “Medium,” or “Low” priority, as provided above, is solely determined by the California Water Quality Control Board through the City’s MS4 NPDES permit. The City will provide this information to Consultant, including any updates thereto.**

****Pursuant to its MS4 NPDES permit requirements, the City has developed and maintains a database that identifies all Commercial/Industrial Facilities that include categories such as restaurants, automotive services, industrial and mobile cleaning businesses and when they were last inspected. This database is constantly changing as businesses open and close. The City will manage the database to ensure that businesses are inspected according to their frequency schedule. As such, the City will provide Consultant with the applicable frequency schedules, including any updates thereto.**

- 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 sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. 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 \$52,500.00 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"

BILLING RATES

FULLY BURDENED LABOR RATE SCHEDULE

LABOR CATEGORY	PRETM	FOG	NPDES	ENVI	2015-2016
Principal In Charge	X	X	X	X	\$120.75
Senior Consultant/Principal Engineer	X	X	X	X	\$126.79
Senior Consultant/Program Manager	X	X	X	X	\$109.25
Senior Supervising Inspector	X	X	X	X	\$106.38
NPDES Inspector III		X	X		\$100.05
NPDES Inspector II		X	X		\$51.75
NPDES Inspector I		X	X		\$40.25
Administrative Assistant II	X	X	X		\$31.05
Administrative Assistant I	X	X	X		\$25.30
Mileage (At IRS Published Rates)	X	X	X	X	\$0.575
Mark-Up Percentage on Outside Services	X	X	X	X	8.50%
Reimbursables (Travel and Reproduction) at actual cost	X	X	X	X	

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Contractor will provide a written proposal within one week of the city's request for services, unless otherwise agreed to by the Contract Officer.**

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. As determined by the Director of Public Works or his/her designee.**

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

This Agreement shall be for an eighteen (18) month term, with an option to renew the agreement for two additional one year periods upon satisfactory review and City Council approval. Exercising any option to renew shall not automatically increase the total compensation, as provided under Section 2.1 of this Agreement, to Consultant for the performance of Services.

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