

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

July 11, 2017
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey Street

The following information comprises the agenda for a regular meeting of the City Council; and a joint meeting of the Banning City Council and the Banning Utility Authority.

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 – Suffragan Bishop Preston Norman Jr., Praise Tabernacle Community Church
- Pledge of Allegiance
- Roll Call – Councilmembers Andrade, Franklin, Peterson, Welch, Mayor Moyer

II. REPORT ON CLOSED SESSION

III. PRESENTATION

1. Introduction of New Employees
Presented by Deputy City Manager Rochelle Clayton..... ORAL
2. Lifesaver Recognition – Officers Derek Thesier and Christopher Sayeski
Presented by Interim City Manager Alex Diaz ORAL
3. Proclamation – Stan Smith, Retirement
Presented by Community Services Director Heidi Meraz ORAL

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.

IV. PUBLIC COMMENTS / CORRESPONDENCE / COUNCIL ANNOUNCEMENTS & REPORTS / CITY MANAGER REPORT / SCHEDULE MEETINGS

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

REPORT BY CITY MANAGER

SCHEDULE MEETINGS

1. Reschedule September 12, 2017, City Council Meeting

V. APPOINTMENTS

1. Designation of Voting Delegates and Alternates – League of California Cities Annual Conference September 13-15, 2017 **1**
2. Planning Commissioner Resignation & New Appointment..... **5**
(Staff Report – Patty Nevins, Community Development Director)
Recommendation: **Discuss and consider selecting one (1) candidate from the eligibility list to fill a vacancy on the Planning Commission.**

VI. 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: Approve Consent items 1 through 2: Items ____, ____, to be pulled for discussion.
(Resolutions require a recorded majority vote of the total membership of the City Council)

1. Resolution 2017-69 – Providing for Certain Nuisance Abatement Charges to Be Added to the Tax Rolls of Riverside County, California..... **37**
2. Notice of Completion – Project 2017-01EL – West Barbour Street 12kV Underground Reconductoring **47**

- **Open Consent Items for Public Comments**
- **Make Motion**

VII. PUBLIC HEARING

(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 closed the public hearing. The matter will then be discussed by members of the City Council prior to taking action on the item.)

- 1. Ordinance 1511 Adopting Municipal Code Amendment 17-9503
 Providing for the Realignment of Joshua Palmer Way57
 (Staff Report – Art Vela, Public Works Director)

Recommendation: That the City Council discuss and consider: 1) Adopting a Notice of Exemption for Municipal Code Amendment 17-9503; 2) Approving the first reading of Ordinance 1511 amending Chapter 12.04 (Street and Highway Comprehensive Plan) providing for the realignment of Joshua Palmer Way; and 3) Directing staff to schedule the second reading and adoption of Ordinance 1511 for the August 22, 2017 regular City Council meeting.

Mayor asks the City Clerk to read the title of Ordinance 1511

“An Ordinance of the City Council of the City of Banning, California, Approving a Notice of Exemption from CEQA and Approving Municipal Code Amendment 17-9503 Amending the Precise Plan of Streets and Highways (Chapter 1204 Street and Highway Comprehensive Plan) Providing for the Realignment of Joshua Palmer Way and Highland Springs Avenue Intersection to a Location Approximately 250 Feet to the North.”

Motion: I move to waive further reading of Ordinance 1511
(Requires a majority vote of the Council)

Motion: I move that Ordinance No. 1511 pass its first reading.

RECESS REGULAR MEETING OF THE BANNING CITY COUNCIL MEETING AND CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL AND THE BANNING UTILITY AUTHORITY.

I. REPORTS OF OFFICERS

- 1. Resolution 2017-67 and 2017-13 UA, Authorizing the Proposed Budget
 Adjustments to the Fiscal Year 2017-18 Adopted Budget.....77
 (Staff Report – Rochelle Clayton, Deputy City Manager/ASD)

Recommendation: That the City Council and Banning Utility Authority consider: 1) Adopting Resolution 2017-67 and 2017-13 UA authorizing the proposed adjustments to the Fiscal Year 2017-18 adopted budget; and 2) Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations, and transfers.

Adjourn Joint Meeting and reconvene the regular City Council Meeting.

VIII. REPORTS OF OFFICERS

1. Policy B-31 Administrative Procedures – Acquisitions, Leasing, and Dispositions of City-Owned Real Property **119**
(Staff Report – Ted Shove, Economic Development Manager)
Recommendation: Consider adopting Administrative Procedures – Finance Policies – Policy B-31, titled Acquisitions, Leasing, and Dispositions of City-Owned Real Property.

2. Resolution 2017-72, Approving Billboard Relocation Agreement with Lamar Outdoor Central, Inc. **137**
(Staff Report – Ted Shove, Economic Development Manager)
Recommendation: Consider adopting Resolution 2017-72: 1) Approving Billboard Relocation Agreement with Lamar Central Outdoor, Inc.; 2) Authorizing the Mayor to Execute the Agreement; and 3) Authorizing the City Attorney to take such additional, related action that may be necessary.

3. Resolution 2017-71 Establishing Blanket Purchase Order for the Purchase of Tires and Related Services Not to Exceed an Annual Aggregate of \$60,000 **171**
(Staff Report – Art Vela, Public Works Director)
Recommendation: Consider adopting Resolution 2017-71: 1) Establishing Fiscal Year 2018 blanket purchase orders for the purchase of tires and serves for an annual aggregate amount not to exceed \$60,000; and 2) Authorizing the City Manager to renew blanket purchase orders for Fiscal Years 2019, 2020, 2021, and 2022 upon satisfactory annual review for an annual aggregate not to exceed \$60,000.

4. Resolution 2017-68 Awarding a Professional Services Agreement for Lions Park Expansion Design Services **215**
(Staff Report – Art Vela, Public Works Director)
Recommendation: Consider adopting Resolution 2017-68: 1) Awarding a Professional Services Agreement for Lions Park Expansion Design Services to Cozad & Fox, Inc. of Hemet, California, in the amount of \$77,798 plus a 10% contingency for a total project budget of \$85,578; 2) Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement and to approve change orders within the 10% contingency; and 3) Authorizing the Interim City Manager or his designee to execute the Professional Services Agreement with Cozad and Fox, Inc., in the amount of 77,798.

5. Resolution 2017-73, Authorizing the Execution of the Integrated Regional Water Management (IRWM) Planning Proposition 1 Grant Agreement **307**
(Staff Report – Art Vela, Public Works Director)
Recommendation: Consider adopting Resolution 2017-73 authorizing the execution of the IRWM Planning Proposition Grant Agreement in the amount of \$1 million.

6. Resolution 2017-76 - Funding for Playhouse Bowl Association’s “Evenings in the Park” Summer Concert Series337
 (Staff Report – Heidi Meraz, Community Services Director)
Recommendation: Consider adopting Resolution 2017-76, approving an appropriation of \$12,500 from the Community Promotion account for the Fiscal Year 2017/18 and establish an annual sponsorship amount of \$12,500 for future years.
7. Resolution 2017-77, Authorizing the Submittal of the FY 2017/18 Local Transportation Fund Claim and Approving the FY 2017/18 – 2019/20 Short Range Transit Plan.....343
 (Staff Report – Heidi Meraz, Community Services Director)
Recommendation: Consider adopting Resolution 2017-77, authorizing the submittal of the 2017/18 Local Transportation Fund (LTF) claim in the amount of \$1,587,439 and approving the FY 2017/18-2019/20 Short Range Transit Plan (SRTP).
8. Contract with Banning Unified School District for Assignment of a School Resource Officer (SRO at Banning High School and Nicolet Middle School For Fiscal Year (FY) 2017-18395
 (Staff Report – Phil Holder, Captain)
Recommendation: Consider authorizing the Interim City Manager to sign the contract between the Banning Unified School District and the City of Banning, which will provide a SRO at Banning High School and Nicolet Middle School during the 2017-18 school year.

SCHEDULED MEETINGS

BANNING UTILITY AUTHORITY (BUA) - no meeting.

BANNING FINANCING AUTHORITY (BFA) - no meeting.

IX. ITEMS FOR FUTURE AGENDAS

New items – Feasibility of Outsourcing Maintenance of Parks

Pending Items – City Council

1. Update on Banning Business Center
2. Information Technology – Media Room/Production Set
3. Visioning Workshop
4. Penalty for Illegal Fireworks

X. 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]



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2017

May 3, 2017

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 13 – 15, Sacramento**

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 13, 8:00 a.m. – 6:00 p.m.; Thursday, September 14, 7:00 a.m. – 4:00 p.m.; and Friday, September 15, 7:30 a.m.– Noon. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city’s voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 1. If you have questions, please call Carly Shelby at (916) 658-8279.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2017 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 1, 2017. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

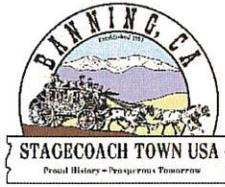
Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 1, 2017

League of California Cities
ATTN: Carly Shelby
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: cshelby@cacities.org
(916) 658-8279



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Patty Nevins, Community Development Director

MEETING DATE: July 11, 2017

SUBJECT: Planning Commissioner Resignation & New Appointment

RECOMMENDATION:

Consider accepting Planning Commissioner Ray Briant's resignation and selecting a candidate to fill the vacated position on the Planning Commission.

ANALYSIS:

Planning Commissioner Ray Briant has submitted a letter of resignation (Attachment 1), received on June 15, 2017. Commissioner Briant was appointed to the Planning Commission in February 2015 and his term expires in February 2019. The letter states that due to personal reasons, Commissioner Briant will no longer be able to perform his duties as a Planning Commissioner, effective immediately.

The Planning 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 previously expired in May 2017. The City Clerk advertised the Planning Commission openings and received seven (7) applications from the following candidates: Eric Shaw, Jerry Westholder, Jan Spann, Julian Jay Guevara III, George Ellis, Ingeborg Schuler, and Laura L. Leindecker (Attachment 2). The City Council interviewed the seven applicants and subsequently appointed two of them, Eric Shaw and Ingeborg Schuler, to fill the open positions. At the time that these two open positions were filled, the City Council also agreed to maintain the list of remaining applicants as an open list that

could be used for additional appointments if needed over the course of the next year.

The Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code (Attachment 3). 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.

FISCAL IMPACT:

No direct fiscal impact. However, the Planning Commission is responsible for making decisions and/or recommendations on development applications (e.g. decisions on Design Review, Conditional Use Permit, and Variance applications, and recommendations on General Plan Amendments, Zone Changes, Specific Plans, and Tentative Tract Maps). A quorum of the Commission is required in order to make determinations, and vacancies on the Commission may impact the establishment of a quorum and the Commission's ability to make determination, which could in turn impact development timelines.

ALTERNATIVES:

The City Council may:

1. Accept Commissioner Briant's resignation; and,
2. a. Appoint one of the five applicants from the previously-established list; or,
b. Direct the City Clerk to advertise the new vacancy; or,
c. Provide staff with alternative direction.

ATTACHMENTS:

1. Commissioner Briant resignation letter
2. Previous Planning Commission applications
3. Chapter 2.28 of the Banning Municipal Code

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resignation Letter

From: Ray Briant
5387 Breckenridge Ave
Banning, CA 92220

To: Patty Nevins
Interim Community Development Director



Subject: Resignation from City of Banning Planning Commission

This letter is to inform you that due to personal reasons, I will no longer be able to perform my duties as a Banning Planning Commissioner. This resignation is effective immediately.

I have enjoyed participating in the duties of the Planning Commission and will continue to watch Planning Commission activities as an interested observer.

Thank you for the privilege of serving.

Sincerely,


RAY BRIANT

ATTACHMENT 2

Previous Planning Commission Applications



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 thorough and complete review of new development and its 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

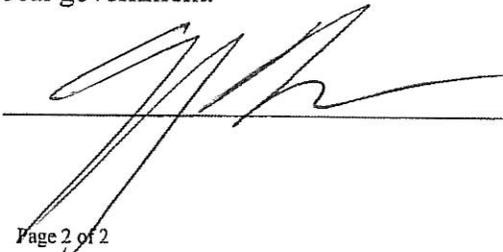
RETURN BY: March 24, 2017
5:00 p.m.

Thank you for your willingness to serve your local government.

Date:

Feb 17, 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.
VA Consulting, Inc.
CONSULTANT CONSTRUCTION INSPECTOR

Tustin, CA
Irvine, CA
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 on which you would like to serve: PLANNING COMMISSION

Name: GEORGE 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 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 morals 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.

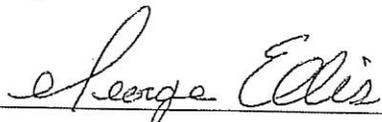
This is a volunteer position. You must be a registered voter and reside in the city of Banning. You will also need to be fingerprinted and pass a background investigation.

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: 

RECEIVED
MAR 24 2017
3:31 PM
BY: Adi Seto 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 UofR - 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.

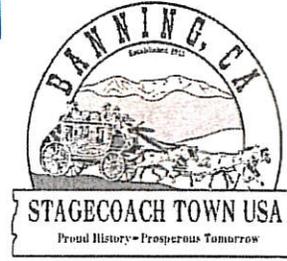
Please return to: City Clerk's Office/City of Banning
99 E. Ramsey Street
P. O. Box 998
Banning, CA 92220

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

Thank you for your willingness to serve your local government.

Date: 24 March 2017

Signed: *Nyborg Steuer*



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.
City involvement: Founding member of Banning's Centennial Committee, and Banning's Community Fund. 2x President and 2x Vice President of Gilman 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 Geronio 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.

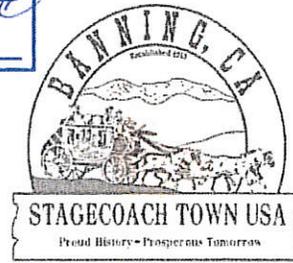
This is a volunteer position. You must be a registered voter and reside in the city of Banning. You will also need to be fingerprinted and pass a background investigation.

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. Spann



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 951-378-6659 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:  n 

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: 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 Company's like Toys R US, 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 collaberate 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: _____

RECEIVED
Office of the City Clerk
MAR 24 2017
BY: JJA 8:59



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.

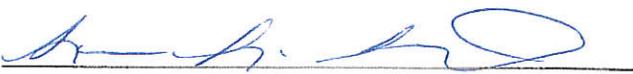
Your name will be considered by the City Council upon receipt of your application.

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 3

Chapter 2.28 of the Banning Municipal Code

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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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Phil Holder, Captain
Debbie Shubin, Code Enforcement Officer

MEETING DATE: July 11, 2017

SUBJECT: Resolution 2017-69 - Nuisance Abatement Charges to be Added to the Tax Rolls of Riverside County, California

RECOMMENDED ACTION:

Consider adopting Resolution 2017-69, a resolution providing for certain nuisance charges to be added to the tax rolls of Riverside County, California.

JUSTIFICATION:

The City has incurred costs in the process of abating certain nuisances. Adoption of this Resolution provides for the collection of such costs. Presentation of such Resolution to the City Council is done on an annual basis and can be considered "standard operating procedure" for the purposes of cost recovery.

BACKGROUND:

The City Council adopted Ordinance 1326 (Exhibit "B"); the Ordinance establishes the procedures for creating assessment liens: authorizing the County Board of Supervisors to levy and collect such charges. According to the terms of the Ordinance, and the procedures required by the Riverside County Auditor's Office, it is necessary for the City Council to adopt a Resolution each year requesting the Board of Supervisors to place the liens on the tax rolls. Liens on all subject parcels have been previously recorded against the properties in the office of the County Recorder.

FISCAL IMPACT:

The total amount of the assessment to be placed on the tax roll is \$15,450. The assessment will be placed on the Auditor-Controller's Tax Rolls in August of this year and collected with the ad valorem taxes and any other assessments against the properties. The City participates in the Teeter Plan, whereby the County will reimburse the City 100% of the \$15,450 amount placed on the tax rolls for the weed abatement.

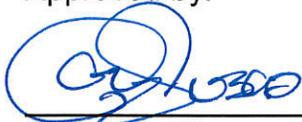
ALTERNATIVE:

1. Reject Resolution 2017-69. If rejected, the City will not be able to file assessment liens with the Riverside County's Auditor Office to recover City expenses for weed abatement through the county tax roll system

ATTACHMENTS:

1. Resolution 2017-69
2. Exhibit "A" is a list of properties, identified by APN, that will have liens placed on them for non-payment of weed abatement services.
3. Exhibit "B" is a copy of Ordinance No. 1326.

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. 2017-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, PROVIDING FOR CERTAIN NUISANCE ABATEMENT CHARGES TO BE ADDED TO THE TAX ROLLS OF RIVERSIDE COUNTY, CALIFORNIA.

WHEREAS, pursuant to the authority contained in Chapter 8.48 of the code of the City of Banning, California, and in California Government Code Section 38773 and 38773.1, the City of Banning did cause a nuisance to be abated on certain properties in the City of Banning, California, and have had liens levied against them for nuisance abatement charges; and

WHEREAS, all proceedings required by Ordinance No. 1326, of the City of Banning, have been duly compiled.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

SECTION 1: That the report of the Police Department, on file with each proceeding along with their report of the cost of abatement be, and the same is hereby approved. That a copy of said account containing a list of all properties by assessment number and the cost of abating the nuisance thereon, is marked "Exhibit A", attached hereto, and made part hereof by reference.

SECTION 2: That the parcel numbers shown on "Exhibit A", are hereby certified to be correct according to the latest records of the Riverside County Assessor.

SECTION 3: That the maintenance of the public nuisance on each of the properties shown by assessment number on "Exhibit A" attached hereto, did constitute a health and safety hazard.

SECTION 4: That the amount shown on said "exhibit A" shall be a lien on the respective properties shown by assessment number, and said liens were levied without regard to property valuation.

SECTION 5: Request is hereby made of the Riverside County Board of Supervisors that the amount shown on said "Exhibit A" be added to the current tax rolls for the respective parcels indicated thereof, and collected along with other taxes assessed against said parcels.

PASSED, APPROVED, AND ADOPTED this 11th day of July 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

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

John 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 forgoing Resolution No. 2017-69 was duly adopted by the City Council of the City of Banning at the regular meeting thereof held on the 11th day of July, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 2

"EXHIBIT A"

APN	FUND NO.	ASSESSMENT
419-082-010	68-2053	\$1,330.00
419-082-027	68-2053	\$440.00
534-121-007	68-2053	\$895.00
534-151-019	68-2053	\$440.00
534-152-018	68-2053	\$440.00
534-194-003	68-2053	\$940.00
534-223-009	68-2053	\$825.00
540-123-001	68-2053	\$440.00
541-051-012	68-2053	\$440.00
541-055-004	68-2053	\$3,250.00
541-081-010	68-2053	\$440.00
541-081-014	68-2053	\$440.00
541-093-015	68-2053	\$440.00
541-133-014	68-2053	\$550.00
541-133-016	68-2053	\$440.00
541-133-023	68-2053	\$550.00
541-134-009	68-2053	\$770.00
541-150-020	68-2053	\$730.00
541-191-015	68-2053	\$770.00
541-191-016	68-2053	\$440.00
541-233-016	68-2053	\$440.00

\$15,450.00

Tax Roll 2016-2017
Resolution No. 2017-
Exhibit A

ATTACHMENT 3

ORDINANCE NO. 1326

**AN ORDINANCE OF THE CITY OF BANNING
PROVIDING FOR THE RECOVERY OF COSTS AND
ATTORNEYS' FEES FOR NUISANCE ABATEMENT AS
CONTAINED IN CHAPTER 11C OF THE BANNING CITY
CODE**

THE CITY COUNCIL OF THE CITY OF BANNING DOES ORDAIN AS FOLLOWS:

SECTION 1. Existing Article IV: Cost of Recovery is repealed in its entirety.

SECTION 2. New Article IV: Cost of Recovery is hereby added to Chapter 11C of the Banning City Code as follows:

Section 11C-47. Nuisances – General.

In addition to other penalties provided by law, any condition caused or permitted to exist in violation of any provision of this Code shall be deemed a public nuisance and may be summarily abated as such by the City, and each day such condition continues shall constitute a new and separate offense.

Section 11C-48. Nuisance Abatement.

(a) The abatement of any public nuisance by the City as prescribed in this Code shall be at the sole expense of the persons creating, causing, committing or maintaining such nuisance. The cost of abatement of any public nuisance and related administrative costs shall include, but not be limited to: inspection costs; investigation costs; attorneys' fees and costs; and costs to repair and eliminate all substandard conditions. All such fees and costs shall be a personal obligation against any person held responsible for creating, causing, committing or maintaining a public nuisance.

(b) The prevailing party in any action, administrative proceeding or special procedure to abate a public nuisance pursuant to this section may recover its reasonable attorneys' fees in those individual actions or proceedings wherein the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to any prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

(c) The City may collect the cost of abatement of any nuisance and related administrative costs, including but not limited to inspection costs, investigation costs, attorneys' fees and costs, and costs to repair and eliminate all substandard conditions by either: (i) obtaining a court order stating that this reimbursement requirement is a personal obligation of any person held responsible for creating, causing, committing or maintaining a public nuisance, recoverable by the City in the same manner as any civil judgment; (ii) recording a nuisance abatement lien pursuant to this Code against the parcel of land on which the nuisance is maintained, or (iii)

imposing a special assessment pursuant to this Code against the parcel of land on which the nuisance is maintained.

Section 11C-49. Nuisance Abatement Lien.

(a) Prior to the recordation of the lien against the parcel of land on which the nuisance is maintained, the owner of record of the parcel of land shall receive notice. The notice of the recordation of the lien against the parcel of land on which the nuisance is maintained shall be served on the owner of record of the parcel of land on which the nuisance is maintained, based on the last equalized assessment roll, or the supplemental roll, whichever is more current. Such notice shall be served in the same manner as a summons in a civil action in accordance with Sections 415.10 et seq. of the Code of Civil Procedure, The date upon which service is made shall be entered on or affixed to the face of the copy of the notice at the time of service. However, service of such notice without such date shall be valid and effective.

(b) A nuisance abatement lien shall be recorded in the Riverside County Recorder's office and from the date of recording shall have the force, effect, and priority of a judgment lien.

(c) A nuisance abatement lien authorized by this section shall specify the amount of the lien, the name of the agency on whose behalf the lien is imposed, the date of the abatement order, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

(d) In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection (b) of this section of this Code shall be recorded by the City. A nuisance abatement lien and the release of the lien shall be indexed in the grantor-grantee index.

(e) A nuisance abatement lien may be foreclosed by the City as a money judgment. The City may recover from the property owner any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien or as a condition of removing the lien upon payment.

Section 11C-49.1. Special Assessment.

(a) As an alternative to the recordation of a nuisance abatement lien, the City may make the cost of abatement a special assessment against the parcel of land on which the nuisance is maintained.

(b) Notice shall be given by certified mail, to the property owner, if the property owner's identity can be determined from the county assessor's or county recorder's records. Notice pursuant to this section of this Code shall be given at the time of imposing the assessment and shall specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice pursuant to this section of this Code.



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

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

MEETING DATE: July 11, 2017

SUBJECT: Notice of Completion for Project 2016-01EL, West Barbour Street 12kV Underground Reconductoring

RECOMMENDATION:

That the City Council consider accepting Project 2016-01EL - West Barbour Street 12kV Underground Reconductoring as complete and authorize the City Manager to sign and the City Clerk to record the Notice of Completion.

JUSTIFICATION:

Staff has determined that the project has been completed per the contract documents including the approved plans and specifications.

BACKGROUND:

On April 12, 2016, the City Council adopted Resolution 2016-21, awarding the Construction and Professional Services contracts for Project 2016-01EL - West Barbour St 12kV Underground Reconductoring and rejecting all other bids. The project was awarded to M. Brey Electric, Inc. of Beaumont, California.

The scope of work included the furnishing of all labor, materials, equipment, services, and incidentals necessary for installation of underground electrical utilities for improvements at 12th Street, Barbour Street, 16th Street and Westward Avenue in the City of Banning, California. There were no change orders added to the contract.

FISCAL IMPACT:

The original contract amount for this project was \$205,590 with an approved contingency of \$20,599 for a total project budget of \$226,149. The final contract amount including change orders is \$183,842.

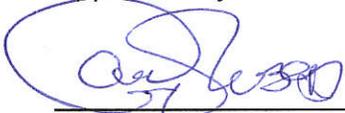
OPTIONS:

1. Accept staff's recommendation of accepting Project 2016-01EL - West Barbour St 12kV Underground Reconductoring as complete, and authorize the City Manager to sign and the City Clerk to record the Notice of Completion.
2. City Council may elect to not accept the project as complete, which would keep the project open and prevent the release of retention funds.

ATTACHMENTS:

1. Notice of Completion
2. Resolution 2016-21

Approved by:

A handwritten signature in blue ink, appearing to read 'Alejandro Diaz', is written over a horizontal line. The signature is stylized and includes a large loop at the beginning.

Alejandro Diaz,
Interim City Manager

ATTACHMENT 1

(Notice of Completion)

1 WHEN RECORDED MAIL TO:

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

7
8 FREE RECORDING:
9 Exempt Pursuant to
10 Government Code §6103

11
12
13 NOTICE OF COMPLETION

14 PROJECT NO. 2016-01EL, "WEST BOARBOUR ST 12KV UNDERGROUND
15 RECONDUCTORING"

16
17 THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City
18 of Banning, a municipal corporation, pursuant to the provisions of Section 3093 of the Civil
19 Code of the State of California, and is hereby accepted by the City of Banning, pursuant to
20 authority conferred by the City Council this July 11, 2017, and the grantees consent to
21 recordation thereof by its duly authorized agent.

22
23 That the OWNER, the City of Banning, and M. Brey Electric, Inc. of Beaumont, California,
24 the vendee, entered into an agreement dated June 1, 2016, for Project No. 2016-01EL –
25 "West Barbour St 12kV Underground Reconductoring".

26
27 The principal items of work included the furnishing of all labor, materials, equipment,
28 services, and incidentals necessary for installation of underground electrical utilities for
29 improvements at 12th Street, Barbour Street, 16th Street and Westward Avenue in the City
30 of Banning, California.

31
32 That the work of improvement was completed on March 24, 2017, for Project No. 2016-
33 EL – "West Barbour St 12kV Underground Reconductoring":

34 (1) The Nature of Interest was maintenance and repair completed on March 24,
35 2017 for Project No. 2016- EL – "West Barbour St 12kV Underground Reconductoring".

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

(3) That said work of improvement was performed at 12th Street, Barbour Street, 16th Street and Westward Avenue in the City of Banning, California 92220.

(4) That the original contractor for said improvement was M. Brey Electric, Inc., State Contractor's License No. 581224.

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

(6) The nature of interest is in fee.

Dated: July 11, 2017

CITY OF BANNING
A Municipal Corporation

By _____
Alejandro Diaz, Acting City Manager

APPROVED AS TO FORM:

John Cotti, Interim City Attorney
Jenkins & Hogin, LLP

ATTACHMENT 2

(Resolution No. 2016-21)

RESOLUTION NO. 2016-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING THE CONSTRUCTION CONTRACT FOR PROJECT NO. 2016-01EL 'WEST BARBOUR ST. 12KV UNDERGROUND RECONDUCTORING' AND REJECTING ALL OTHER BIDS"

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

WHEREAS, it is essential that the City of Banning continues to maintain and upgrade electric utility facilities within the city limits; and

WHEREAS, City of Banning Electric utility requires replacement of again underground electrical infrastructure at Barbour St, Westward Ave, 12th St, and 16th St in the City of Banning; and

WHEREAS, staff solicited bids for Project No. 2016-01EL "West Barbour St. 12kV Underground Reconductoring; and

WHEREAS, M. Brey Electric, Inc. of Beaumont, CA is the lowest responsible bidder as shown on Exhibit A and B; and

WHEREAS, the City of Banning received a formal bid protest to the lowest bid, protest documents are attached herewith in Exhibit C, D, and E. As a result of all information received, the City determined that the minor irregularities in the lowest bid did not affect the price or provide an advantage over the other bidders; and

WHEREAS, the City of Banning will require an appropriation of funds from the Electric Fund equal to \$226,149.00 to complete Project No. 2016-01EL "West Barbour St. 12kV Underground Reconductoring;

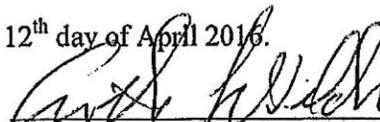
NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Banning as follows:

SECTION 1. Adopt Resolution No. 2016-21, approving the award of the Construction Contract for Project No. 2016-01EL "West Barbour St. 12kV Underground Reconductoring" to M. Brey Electric Inc., of Beaumont, California, in the amount not to exceed \$205,590.00 including taxes and allowing a 10% contingency of \$20,559.00.

SECTION 2. Authorizing the City Manager to execute the construction and professional services contract agreements and amendments related to Project No. 2016-01EL "West Barbour St. 12kV Underground Reconductoring."

SECTION 3. Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers to fund this project.

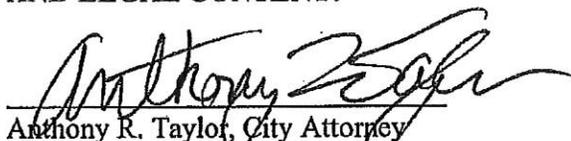
PASSED, APPROVED AND ADOPTED this 12th day of April 2016.


Arthur L. Welch, Mayor
City of Banning

ATTEST:


Marie A. Calderon, City Clerk

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


Anthony R. Taylor, City Attorney
Aleshire and Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2016-21 was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 12th day of April, 2016, by the following vote, to wit:

AYES: Councilmembers Franklin, Moyer, Peterson, Mayor Welch

NOES: None

ABSTAIN: None

ABSENT: Councilmember Miller


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

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Arturo Vela, Public Works Director

MEETING DATE: July 11, 2017

SUBJECT: Ordinance 1511 Adopting Municipal Code Amendment 17-9503
Providing for the Realignment of Joshua Palmer Way

RECOMMENDED ACTION:

The City Council discuss and consider:

1. Adopting a Notice of Exemption for Municipal Code Amendment 17-9503.
2. Approving the first reading of Ordinance 1511 amending Chapter 12.04 (Street and Highway Comprehensive Plan) providing for the realignment of Joshua Palmer Way.
3. Directing staff to schedule the second reading and adoption of Ordinance No. 1511 for the August 22, 2017 regular City Council meeting.

COMMITTEE RECOMMENDATION:

Planning Commission

On May 3, 2017, the Planning Commission held a duly noticed public hearing for Municipal Code Amendment 17-9503, at which time interested persons had an opportunity to testify in support of, or in opposition to, the Amendment. At that meeting, the Planning Commission voted 4-0 (Wallace absent) to adopt Resolution 2017-08 recommending to the City Council approval of Municipal Code Amendment 17-9503.

BACKGROUND:

As a result of the recent approval and proposed development of the Butterfield Specific Plan (Ordinance 1450 and 1451) the improvement of the Joshua Palmer Way, Highland Springs Avenue intersection requires relocation. This report contains a recommendation for an amendment to the Precise Plan of Streets and Highways to address that relocation.

Due to the deficiencies in the Level of Service (LOS) on Highland Springs Avenue between the Highway 10 (I-10) east bound exit ramp and Ramsey Street, a Traffic Operation Analysis was performed by LSA Associates, Inc., September 2007. The result of the analysis suggested several mitigation measures that would increase the LOS to acceptable levels. These mitigation measures were never utilized and a second study was performed in 2010.

On November 30, 2010, a second Traffic Operations Analysis was performed by LSA Associates, Inc. that considered the realignment of Joshua Palmer Way. This analysis determined that the mitigation measures suggested in the original 2007 study were not necessary with the realignment of Joshua Palmer Way to a location approximately 250 feet north of its existing location. This realignment is a requirement of the Development Agreement for the Butterfield Specific Plan.

Currently, Joshua Palmer Way is an east-west Local Street just north of the I-10 that extends approximately 0.5 mile from Highland Springs Avenue, east, to Apex Avenue. It serves as the frontage road, providing access to businesses and residents. The majority of traffic along this street is generated by a motel and two restaurants located just east of the intersection of Highland Springs Avenue/Joshua Palmer Way.

According to the recommendations of the 2010 Traffic Operations Analysis, an alternative is proposed for realigning a section of Joshua Palmer Way such that it aligns with the existing Shopping Center Drive, to the west, to form a four-legged intersection that will be signalized. The access to existing businesses will be provided from the realigned Joshua Palmer Way, and the existing Joshua Palmer Way will be vacated and converted to additional parking or may be used as a shared drive isle between businesses without any direct access to Highland Springs Avenue. Joshua Palmer Way will have a right-of-way width of 60 feet with a continuous paved width of 40 feet. A ten foot parkway with sidewalk will be provided on both sides of the street.

Additionally, the intersection of the Highland Springs Avenue/I-10 Westbound ramp is proposed to be modified such that the stop line for the southbound approach will be moved southerly and closer to the ramps, and the left-turn lane in the southbound direction will be removed. Hence, with the proposed realignment, the existing operational issues at this intersection will be eliminated. Furthermore, the existing pocket for the northbound left-turn lane at the intersection of Highland Springs Avenue/Ramsey Street will be extended (to 150 ft.) and striped such that it aligns back-to-back with the southbound left-turn lane at the new intersection of Highland Springs Avenue/Joshua Palmer Way.

ISSUES/ANALYSIS:

In accordance with Chapter 12.04 (Street and Highway Comprehensive Plan) a precise plan of Streets and Highways is to be prepared and adopted. Additions to or amendments of the precise plan of streets and highways shall be adopted by ordinance. Each amendment shall contain a detailed map of the streets or highways project and a statement of purpose and objective of the project. It is the responsibility of the Planning Commission to recommend to the City Council, adoption or denial of the Amendment to the Precise Plan of Streets and Highways.

Statement of Purpose and Objective

A traffic operation analysis of Highland Springs Avenue between Wilson Street and Sun Lakes Boulevard concluded that the predominant congestion along these limits occurred as a result of the deficiencies of the I-10/Highland Springs/Joshua Palmer intersections. The purpose of realigning the intersection of Highland Springs Avenue/Joshua Palmer Way to a location approximately 250 feet north of its current location is to significantly improve the Level of Service at the intersection of I-10/Highland Springs Avenue and to not adversely impact the existing traffic operations along Highland Springs Avenue in either the a.m. or p.m. peak hours.

The Highland Springs Avenue/I-10 Westbound ramps intersect approximately 100 feet south from the intersection of Highland Springs Avenue/Joshua Palmer Way; the close proximity of these intersections results in both intersections being controlled by one common traffic signal. The signal comprises of five phases; the northbound and southbound through phases operate concurrently, and the remaining phases operate independently: southbound and north bound.

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 Municipal Code Amendment 17-9503 and has determined that it is Categorical Exempt from CEQA pursuant to Section 15301 (c) Existing Facilities of the CEQA Guidelines which provides that minor alterations to public facilities such as streets and highways are considered a Class 1 Categorical Exemption. The project will occur on an existing roadway and will not expand the use beyond its existing use. The realignment of Joshua Palmer way is considered a minor alteration and is therefore exempt pursuant to Section 15301 (c) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

FISCAL IMPACT:

The proposed amendment is not expected to have any fiscal impact on the City's General Fund as the project is funded by Pardee Homes, Developer of the Butterfield Specific Plan.

ALTERNATIVE:

1. Do not approve Staffs' recommendations and provide staff with alternative direction.

ATTACHMENTS:

1. Ordinance 1511
2. Planning Commission Resolution 2017-08
3. Public Hearing Notice

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(Ordinance 1511)

ORDINANCE NO. 1511

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A NOTICE OF EXEMPTION FROM CEQA AND APPROVING MUNICIPAL CODE AMENDMENT 17-9503 AMENDING THE PRECISE PLAN OF STREETS AND HIGHWAYS (CHAPTER 12.04 STREET AND HIGHWAY COMPREHENSIVE PLAN) PROVIDING FOR THE REALIGNMENT OF THE JOSHUA PALMER WAY AND HIGHLAND SPRINGS AVENUE INTERSECTION TO A LOCATION APPROXIMATELY 250 FEET TO THE NORTH

WHEREAS, the City of Banning has enacted procedural regulations as part of the adopted Municipal Code; and

WHEREAS, Title 12, Chapter 12.04, Street and Highway Comprehensive Plan, requires all amendments to the Precise Plan of Streets and Highways be adopted by Ordinance; and

WHEREAS, the City Council has authority to approve, approve with modifications, or disapprove amendments to the Municipal Code; and

WHEREAS, on May 3, 2017, the Planning Commission voted 4-0 to recommend to the City Council, proposed Municipal Code Amendment 17-9503; and

WHEREAS, on the 30th day of June 2017 the City gave public notice as required of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of the holding of a public hearing at which time a Notice of Exemption and Municipal Code Amendment would be considered; and

WHEREAS, a duly noticed public hearing was held before the City Council on July 11, 2017, to hear public testimony and consider the proposals.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA HERBY ORDAINS AS FOLLOWS:

SECTION 1: The above recitals are all true and correct.

SECTION 2: The City Council has reviewed and considered the information included in the General Plan, Zoning Code, Staff report for the public hearing, and public testimony prior to taking action on the proposed Municipal Code Amendment and Ordinance. This information is on file and available at the Public Works Department at the City Hall of the City of Banning.

SECTION 3: The City Council finds and determines that the adoption of Ordinance 1511 and Municipal Code Amendment 17-9503 is Categorically exempt pursuant to Section 15301 (c) of the California Environmental Quality Act as the Code Amendment is a minor alteration to an existing facility and the City Council determinations reflect the independent judgment of the City Council.

SECTION 4: The City Council hereby further finds and determines that the City has followed the procedures for Ordinance Amendments as set forth in Sections 65850 thru 65863.12 of the California Government Code.

SECTION 5: The City Council of the City of Banning hereby adopts Ordinance 1511, adopting Municipal Code Amendment 17-9503, amending the Precise Plan of Streets and Highways pursuant to Chapter 12.04, incorporating a map of the realignment of Joshua Palmer Way, attached hereto as Exhibit A and incorporated herein.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 7: The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty (30) days after its final passage.

Attachments

1. Exhibit A, Precise Plan of Streets and Highways map of the Joshua Palmer realignment.

PASSED, APPROVED, AND ADOPTED this 11th day of July, 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 & Hugin, LLC

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1511 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the _____ day of _____, 2017, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 2017, by the following vote, to wit:

AYES:

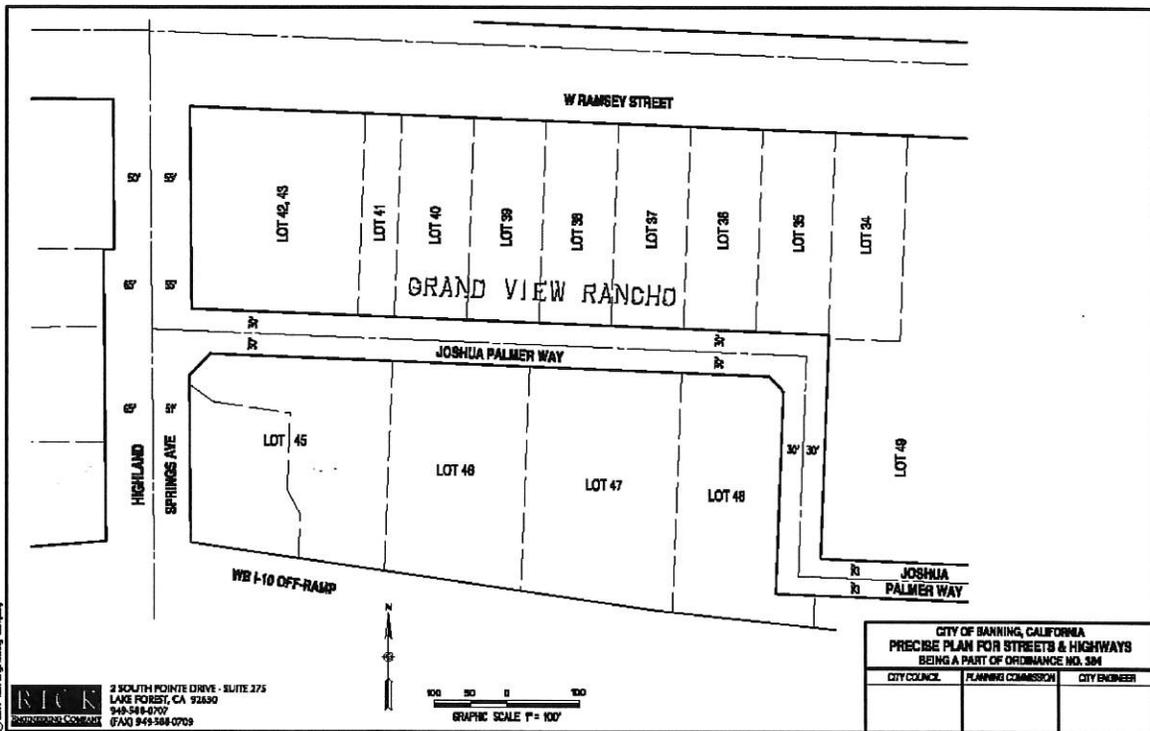
NOES:

ABSENT:

ABSTAIN:

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

EXHIBIT A
(Map of Joshua Palmer Way Realignment)



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NICK
 PROFESSIONAL CONSULTANTS
 2 SOUTH POINTE DRIVE - SUITE 275
 LAKE FOREST, CA 92630
 949-348-4700
 (FAX) 949-348-0769

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CITY OF BANNING, CALIFORNIA PRECISE PLAN FOR STREETS & HIGHWAYS BEING A PART OF ORDINANCE NO. 304		
CITY COUNCIL	PLANNING COMMISSION	CITY ENGINEER

DATE: 4/20/2017

ATTACHMENT 2

(Planning Commission Resolution 2017-08)

RESOLUTION NO. 2017-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA RECOMMENDING APPROVAL TO THE CITY COUNCIL OF A NOTICE OF EXEMPTION AND MUNICIPAL CODE AMENDMENT 17-9503 AMENDING THE PRECISE PLAN OF STREETS AND HIGHWAYS SECTION OF THE MUNICIPAL CODE (CHAPTER 12.04 STREET AND HIGHWAY COMPREHENSIVE PLAN) PROVIDING FOR THE REALIGNMENT OF THE JOSHUA PALMER WAY AND HIGHLAND SPRINGS AVENUE INTERSECTION TO A LOCATION APPROXIMATELY 250 FEET NORTH

WHEREAS, a Traffic Operations Analysis determined a level of service deficiency at the intersection of Joshua Palmer Way and Highland Springs Avenue; and

WHEREAS, the Traffic Operations Analysis provided a solution that will improve the level of service and safety at the intersection of Joshua Palmer Way and Highland Springs Avenue; and

WHEREAS, the solution requires an amendment to the Precise Plan of Streets and Highways; and

WHEREAS, staff has prepared an amendment to the Precise Plan of Streets and Highways; and

WHEREAS, the Planning Commission has authority pursuant to Section 12.04.050 (Responsibility of Planning Commission) 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 Municipal Code; and

WHEREAS, the City has reviewed the proposed Municipal Code Amendment for compliance with the California Environmental Quality Act (CEQA) and it is determined that Municipal Code Amendment 17-9503 is categorically exempt under CEQA Guidelines Section 15301 (c); and

WHEREAS, on April 21, 2017, the City gave public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the project, which included the Notice of Exemption and Municipal Code Amendment 17-9503; and

WHEREAS, on May 3, 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 Notice of Exemption and Municipal Code Amendment 17-9503.

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 Municipal Code Amendment 17-9503 and has determined that it is Categorical Exempt from CEQA pursuant to Section 15301 (c) Existing Facilities of the CEQA Guidelines which provides that minor alterations to public facilities such as streets and highways are considered a Class 1 Categorical Exemption. The project will occur on an existing roadway and will not expand the use beyond its existing use. The realignment of Joshua Palmer way is considered a minor alteration and is therefore exempt pursuant to Section 15301 (c) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS FOR MUNICIPAL CODE AMENDMENT 17-9503.

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 Municipal Code Amendment 17-9503:

Finding No. 1: Proposed Municipal Code Amendment 17-9503 is consistent with the goals and policies of the General Plan.

Findings of Fact: Proposed Municipal Code Amendment 17-9503 is consistent with the goals and policies of the General Plan, insofar as the General Plan Circulation Element identifies the main goal of the Circulation Element is to provide a safe and efficient transportation system. The precise plan of streets and highways project is intended to increase safety and efficiency.

Finding No. 2: Proposed Municipal Code Amendment 17-9503 is internally consistent with the Municipal Code.

Findings of Fact: Proposed Municipal Code Amendment 17-9503 is consistent with the existing provisions of the Municipal Code. This code amendment conforms to the provisions for amending the precise plan of streets and highways as outlined in Chapter 12.04 of the Banning Municipal Code.

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 Municipal Code Amendment 17-9503 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15301 (c) Existing Facilities of the CEQA Guidelines which provides that minor alterations to public facilities such as streets and highways are considered a Class 1 Categorical Exemption. The project will occur on an existing roadway and will not expand the use beyond its existing use. The realignment of Joshua Palmer way is considered a minor alteration and is therefore exempt pursuant to Section 15301 (c) of the CEQA Guidelines.

SECTION 3. PLANNING COMMISSION ACTION.

The Planning Commission hereby takes the following action:

Adoption of Planning Commission Resolution 2017-08:

1. Recommending to the City Council the adoption of a Notice of Exemption for Municipal Code Amendment 17-9503; and
2. Recommending to the City Council the adoption of Ordinance 1511 approving Municipal Code Amendment 17-9503.

ATTACHMENTS:

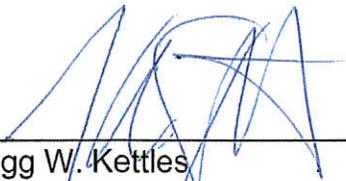
1. Precise Plan of Streets Map, Joshua Palmer Way/Highland Springs Avenue Intersection.
2. Draft Ordinance 1511.

PASSED, APPROVED AND ADOPTED this 3rd day of May, 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:

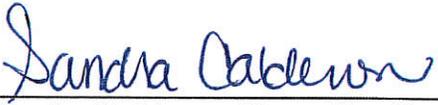
I, Sandra Calderon, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2017-08, was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 3rd day of May, 2017, by the following vote, to wit:

AYES: Krick, Shaw, Price, Briant

NOES: None

ABSENT: Wallace

ABSTAIN: None



Sandra Calderon, Recording Secretary
City of Banning, California



ATTACHMENT 3

(Public Hearing Notice)

NOTICE OF A PUBLIC HEARING AND NOTICE OF INTENT TO ADOPT A NOTICE OF EXEMPTION FOR MUNICIPAL CODE AMENDMENT 17-9503 AMENDING THE PRECISE PLAN OF STREETS AND HIGHWAYS (TITLE 12 OF THE BANNING MUNICIPAL CODE) PROVIDING FOR THE REALIGNMENT OF THE JOSHUA PALMER WAY AND HIGHLAND SPRINGS AVENUE INTERSECTION

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, June 11, 2017, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California followed by a 2nd reading on August 22, 2017, to consider proposed Municipal Code Amendment 17-9503 pursuant to Chapter 12.04.030 (Additions and amendments) of the City of Banning Municipal Code.

The proposal consists of amending the Precise Plan of Streets and Highways pursuant to Chapter 12.04 (Street and Highway Comprehensive Plan), to allow for the realignment of the Joshua Palmer Way and Highland Springs Avenue intersection to a location 250 feet north of its existing location to eliminate the fifth leg of the intersection, thereby increasing the level of service at that intersection.

Information regarding the Notice of Exemption and Municipal Code Amendment 17-9503 can be obtained by contacting the City's Public Works Department at (951) 922-3190, 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 Public Works Department, City of Banning at P.O. Box 998, Banning, California, 92220.

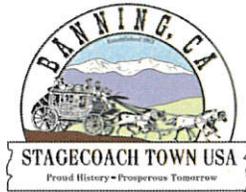
If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, you or someone else 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 CITY CLERK, MARIE CALDERON OF THE CITY OF BANNING, CALIFORNIA.

Marie Calderon
City Clerk

Dated: June 21, 2017
Publish: June 30, 2017

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Rochelle Clayton, Deputy City Manager

MEETING DATE: July 11, 2017

SUBJECT: Resolution 2017-67 and 2017-13 UA, Authorizing the Proposed Adjustments to the Fiscal Year 2017-18 Adopted Budget

RECOMMENDATION:

That the City Council and Banning Utility Authority consider:

1. Adopting Resolution 2017-67 and Resolution 2017-13 UA authorizing the proposed adjustments to the Fiscal Year 2017-18 Adopted budget.
2. Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations, and transfers.

JUSTIFICATION:

In order to meet the goals of the City, staff has identified budget adjustments that would be necessary to implement such goals. The significant proposed adjustments are for new positions as follows:

<u>POSITION</u>	<u>DEPARTMENT</u>	<u>FY 2018 COST</u>	<u>Funding Source</u>
Management Analyst	- Water/Wastewater	\$ 105,144.78	50% - Water; 50% - WW
Field Services Representative	- Utility Billing - Meter Reading	\$ 74,648.02	Water/WW/Electric/Refuse
Public Safety Dispatcher	- Police	\$ 87,957.09	100% General Fund
Buyer	- Purchasing	\$ 75,448.13	All Funds (43.32% General Fund)
IT Analyst/Tech (2 Positions)	- Information Technology	\$ 157,821.81	All Funds (25% General Fund)
Park Ranger (2 Positions)	- Community Services/Parks	\$ 40,303.19	100% General Fund

Remaining adjustments are based on the operational or capital needs of each department and are broken out by account number line item in Attachment 1.

BACKGROUND:

The two-year budget for fiscal years 2016-17 and 2017-18 was adopted on June 28, 2016. At mid-cycle of the two-year budget, staff has reviewed the fiscal year 2017-18 budget and many of those proposed changes were presented to Council at its meeting on May 23, 2017.

FISCAL IMPACT:

If all proposed adjustments are approved, the impact to the budget by major fund is as follows and is detailed on **Attachment 1**:

- General Fund increase to Revenue of \$265,000; increase to Expense of \$453,597
- Gas Tax Fund increase to Expense of \$39,150
- Transit Fund increase to Revenue of \$87,313
- Water Fund decrease to Expense of \$336,597
- Electric Fund decrease to Revenue of \$999,000; decrease to Expense of \$158,663
- Wastewater Fund increase to Expense of \$75,440
- Refuse Fund increase to Expense of \$25,179.20

ALTERNATIVES:

1. Approve Budget Adjustments recommended.
2. Provide alternative direction to staff.

ATTACHMENTS:

- 1) Detailed Budget Adjustment Proposal
- 2) Resolution 2017-67
- 3) Resolution 2017-13 UA

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
Fund 001 - General Fund					
Revenue - General Fund					
001-0001-301.10-03	PROPERTY TAXES / PROP TX-SUPPLEMENTAL ROLL	35,000.00	15,000.00	50,000.00	
001-0001-301.10-07	PROPERTY TAXES / PROPERTY TAX ADMIN CHARGE	(27,000.00)	(1,000.00)	(28,000.00)	County Fee Increase
001-0001-301.10-09	PROPERTY TAXES / PROP TX-CURRENT UNSECURED	95,000.00	10,000.00	105,000.00	
001-0001-306.12-03	OTHER TAXES / BED TAX - TOT TAX	750,000.00	100,000.00	850,000.00	
001-0001-306.12-07	OTHER TAXES / BUSINESS LICENSE TAX	168,000.00	10,000.00	178,000.00	CPI Increase
001-0001-306.12-08	OTHER TAXES / PROPERTY TRANSFER TAX	82,500.00	1,000.00	83,500.00	
001-0001-306.12-11	OTHER TAXES / FRANCHISE FEE - CTV	366,000.00	4,000.00	370,000.00	
	Total Revenue Fund 001	14,889,615.00	139,000.00	15,028,615.00	
Expenditures - General Fund - Department - City Council					
001-1000-411.26-05	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	-	500.00	500.00	
001-1000-411.36-07	DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	1,000.00	1,500.00	2,500.00	Council Meetings
001-1000-411.89-48	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	-	1,000.00	1,000.00	
	Total Expenditures Dept 1000	119,422.00	3,000.00	122,422.00	
Expenditures - General Fund - Department - City Manager					
001-1200-412.23-02	CONTRACTUAL SERVICES / PRINTING/BINDING	2,300.00	(1,000.00)	1,300.00	
001-1200-412.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	2,000.00	1,000.00	3,000.00	Increased Dues
001-1200-412.25-06	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	-	300.00	300.00	Council Meetings
001-1200-412.36-07	DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	100.00	900.00	1,000.00	
	Total Expenditures Dept 1200	198,737.00	1,200.00	199,937.00	
Expenditures - General Fund - Department - Economic Development					
001-1210-412.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	500.00	4,738.30	5,238.30	Allocation of Newsletters, Bill Inserts, etc.
001-1210-412.23-02	CONTRACTUAL SERVICES / PRINTING/BINDING	100.00	900.00	1,000.00	City hosted event materials
001-1210-412.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	225.00	1,071.50	1,296.50	
001-1210-412.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,550.00	5,750.00	7,300.00	Regional Training
001-1210-412.26-05	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	400.00	(400.00)	-	
001-1210-412.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	30,000.00	15,000.00	45,000.00	R/E Professional Svcs/Marketing
001-1210-412.36-00	MANAGEMENT AND SUPPORT / DEPARTMENTAL-SUPPLIES	475.00	525.00	1,000.00	
	Total Expenditures Dept 1210	271,341.00	27,584.80	298,925.80	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
Expenditures - General Fund - Department - Human Resources	Total Expenditures Dept 1300	165,093.00	-	165,093.00	
Expenditures - General Fund - Department - City Clerk	Total Expenditures Dept 1400	85,562.00	-	85,562.00	
Expenditures - General Fund - Department - Elections	Total Expenditures Dept 1500	800.00	-	800.00	
Expenditures - General Fund - Department - City Attorney	001-1800-412.50-18 INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	227,694.00	(227,694.00)	-	Over-budgeted - Potential In-House Attorney
Expenditures - General Fund - Department - Fiscal Services	Total Expenditures Dept 1800	227,694.00	(227,694.00)	-	
Expenditures - General Fund - Department - Purchasing & AP	Total Expenditures Dept 1900	307,664.00	-	307,664.00	
001-1910-412.10-10 SALARY & WAGES / PAYROLL-REGULAR		139,300.00	32,684.13	171,984.13	New Buyer Position - 43.32% to General Fund
001-1910-412.23-33 CONTRACTUAL SERVICES / COMPUTER SERVICES		-	20,000.00	20,000.00	Planet Bids
Revenue - General Fund - Department - TV Government Access	Total Expenditures Dept 1910	103,748.00	52,684.13	156,432.13	
Expenditures - General Fund - Department - TV Government Access	Total Revenue Fund 001 - Department 2060	60,000.00	-	60,000.00	
Expenditures - General Fund - Department - TV Government Access	Total Expenditures Dept 2060	60,000.00	-	60,000.00	
Revenue - General Fund - Department - Police	Total Revenue Fund 001 - Department 2200	460,920.00	-	460,920.00	
Expenditures - General Fund - Department - Police	001-2200-421.23-01 CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	560.00	2,500.00	3,060.00	Increased Advertising/Rate Increase
001-2200-421.26-06 CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC		3,000.00	2,500.00	5,500.00	
001-2200-421.30-17 CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE		35,362.00	13,132.00	48,494.00	
001-2200-421.36-04 DEPARTMENTAL SUPPLIES / CLOTHING/ACCOUTERMENTS		16,000.00	3,500.00	19,500.00	
Expenditures - General Fund - Department - Police Dispatch	Total Expenditures Dept 2200	6,770,973.00	21,632.00	6,792,605.00	
001-2210-421.10-10 SALARY & WAGES / PAYROLL-REGULAR		414,990.00	46,115.26	461,105.26	New Public Safety Dispatcher Position
001-2210-421.10-70 SALARY & WAGES / COMP TIME PAYOFF		8,399.00	443.42	8,842.42	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
001-2210-421.10-71	SALARY & WAGES / VACATION PAYOFF	578.00	443.42	1,021.42	
001-2210-421.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	695.00	443.42	1,138.42	
001-2210-421.15-10	FRINGE BENEFITS / FICA	45,899.00	5,218.06	51,117.06	
001-2210-421.15-15	FRINGE BENEFITS / PERS	121,426.00	11,528.82	132,954.82	
001-2210-421.15-20	FRINGE BENEFITS / WORKERS COMP	18,725.00	2,051.81	20,776.81	
001-2210-421.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	2,698.00	516.49	3,214.49	
001-2210-421.15-40	FRINGE BENEFITS / LIFE INSURANCE	43.00	432.00	475.00	
001-2210-421.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	102,800.00	15,000.00	117,800.00	
001-2210-421.15-82	FRINGE BENEFITS / UNIFORM ALLOWANCE	132.00	5,764.41	5,896.41	
	Total Expenditures Dept 2210	870,011.00	87,957.11	957,968.11	
Expenditures - General Fund - Department - Animal Control		159,031.00	-	159,031.00	
Revenue - General Fund - Department - Fire		220,840.00	-	220,840.00	
Expenditures - General Fund - Department - Fire		220,840.00	-	220,840.00	
Revenue - General Fund - Department - Building Safety		3,111,810.00	-	3,111,810.00	
Expenditures - General Fund - Department - Building Safety		283,310.00	-	283,310.00	
Revenue - General Fund - Department - Code Enforcement		346,643.00	-	346,643.00	
Expenditures - General Fund - Department - Code Enforcement		73,826.00	-	73,826.00	
Revenue - General Fund - Department - Planning		330,100.00	-	330,100.00	
001-2800-361.41-02	SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	-	125,000.00	125,000.00	Reimbursement for Contract Planner
Total Revenue Fund 001 - Department 2800		160,708.00	125,000.00	285,708.00	
Expenditures - General Fund - Department - Planning		6,325.00	1,500.00	8,325.00	Public Notice Rate Increase
001-2800-441.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	1,000.00	6,375.00	7,375.00	CA Cities Planning Commissioner's Academy
001-2800-441.23-06	CONTRACTUAL SERVICES / STAFF TRAINING				

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
001-2800-441.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	235,000.00	125,000.00	360,000.00	Contract Planner (Reimbursed)
001-2800-441.90-49	CAPITAL EXPENDITURES / COMPUTER SOFTWARE	-	380.00	380.00	Acrobat Adobe Pro
Total Expenditures Fund 001 - Department 2800		631,709.00	133,255.00	764,964.00	
Revenue - General Fund - Engineering					
Total Revenue Fund 001 - Department 3000		75,283.00	-	75,283.00	
Expenditures - General Fund - Engineering					
001-3000-442.23-06	CONTRACTUAL SERVICES / STAFF TRAINING	2,000.00	2,000.00	4,000.00	Engineering Seminar
001-3000-442.90-52	CAPITAL EXPENDITURES / VEHICLES	-	10,000.00	10,000.00	Partial Funding for PW Inspector Vehicle
Total Expenditures Fund 001 - Department 3000		244,057.00	12,000.00	256,057.00	
Expenditures - General Fund - Building Maintenance					
001-3200-412.30-21	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT AC/HEATING	30,000.00	35,000.00	65,000.00	Annual Maintenance Contract for HVAC
001-3200-412.33-18	CONTRACT SVC-PROFESSIONAL / CUSTODIAN SERVICES	32,000.00	5,000.00	37,000.00	Increased Cost/Scope of Work (Corp Yard Warehouse)
Total Expenditures Fund 001 - Department 3200		134,013.00	40,000.00	174,013.00	
Expenditures - General Fund - Parks					
001-3600-461.10-10	SALARY & WAGES / PAYROLL-REGULAR	196,141.00	33,694.40	229,835.40	New Park Ranger Positions (2)
001-3600-461.15-10	FRINGE BENEFITS / FICA	18,941.00	2,577.62	21,518.62	
001-3600-461.15-20	FRINGE BENEFITS / WORKERS COMP	15,689.00	2,789.80	18,478.80	
001-3600-461.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,275.00	377.38	1,652.38	
001-3600-461.15-40	FRINGE BENEFITS / LIFE INSURANCE	130.00	864.00	994.00	
001-3600-461.23-24	CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	1,500.00	5,000.00	6,500.00	
Total Expenditures Fund 001 - Department 3600		467,564.00	45,303.20	512,867.20	
Revenue - General Fund - Department - Recreation					
Total Revenue Fund 001 - Department 4000		63,100.00	-	63,100.00	
Expenditures - General Fund - Department - Recreation					
001-4000-461.32-06	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	1,600.00	800.00	2,400.00	
001-4000-461.33-18	CONTRACT SVC-PROFESSIONAL / CUSTODIAN EXPENSES	2,800.00	(1,200.00)	1,600.00	
001-4000-461.36-00	RECREATION / DEPARTMENTAL SUPPLIES	2,000.00	300.00	2,300.00	
001-4000-461.36-03	DEPARTMENTAL SUPPLIES / JANITORIAL SUPPLIES	1,000.00	300.00	1,300.00	
001-4000-461.36-09	DEPARTMENTAL SUPPLIES / RECREATION SUPPLIES	28,000.00	(19,000.00)	9,000.00	
001-4000-461.89-46	NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	2,500.00	2,500.00	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
001-4000-461.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	-	3,000.00	3,000.00	
Total Expenditures Fund 001 - Department 4000		431,390.00	(13,300.00)	418,090.00	
Revenue - General Fund - Aquatics					
001-4010-351.35-71	CHARGES FOR CURRENT SVC / CONTRACT CLASS FEES	22,000.00	(18,000.00)	4,000.00	
001-4010-351.35-95	CHARGES FOR CURRENT SVC / RECREATION CLASS FEES	-	18,000.00	18,000.00	
001-4010-351.36-09	CHARGES FOR CURRENT SVC / AQUATIC CONCESSIONS	-	1,000.00	1,000.00	
Total Revenue Fund 001 - Department 4010		55,000.00	1,000.00	56,000.00	
Expenditures - General Fund - Department - Aquatics					
001-4010-461.10-10	SALARY & WAGES / PAYROLL-REGULAR	48,048.00	2,500.00	50,548.00	
001-4010-461.10-30	SALARY & WAGES / OVERTIME	1,500.00	800.00	2,300.00	
001-4010-461.25-02	CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	1,200.00	400.00	1,600.00	
Total Expenditures Fund 001 - Department 4010		117,104.00	3,700.00	120,804.00	
Revenue - General Fund - Department - Day Care					
Total Revenue Fund 001 - Department 4020		6,000.00	-	6,000.00	
Expenditures - General Fund - Department - Day Care					
Total Expenditures Fund 001 - Department 4020		600.00	-	600.00	
Revenue - General Fund - Department - Senior Center					
Total Revenue Fund 001 - Department 4050		5,400.00	-	5,400.00	
Expenditures - General Fund - Department - Senior Center					
001-4050-461.32-06	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	280.00	1,800.00	2,080.00	
001-4050-461.33-18	CONTRACT SVC-PROFESSIONAL / CUSTODIAN EXPENSES	2,720.00	(1,200.00)	1,520.00	
Total Expenditures Fund 001 - Department 4050		85,071.00	600.00	85,671.00	
Expenditures - General Fund - Department - Central Services					
Total Expenditures Fund 001 - Department 4800		1,085,756.00	-	1,085,756.00	
Expenditures - General Fund - Department - Community Enhancement					
Total Expenditures Fund 001 - Department 5400		60,000.00	-	60,000.00	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
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INTERFUND TRANSFER TO FUND 703 FOR TWO (2) INFORMATION TECHNOLOGY POSITIONS 36,466.00 2 New IT Positions in Fund 703 - 25% allocated

Total Fund 001 - General Fund - Revenue	16,354,002.00	265,000.00	16,619,002.00
Total Fund 001 - General Fund - Expenditures	16,385,893.00	224,388.24	16,610,281.24
Net Fund 001 - General Fund Balance	(31,891.00)	40,611.76	8,720.76

Balanced General Fund Budget

Expenditures - General Fund - Department - Fire			
001-2400-422.33-93 CONTRACT SVC-PROFESSIONAL / FIRE SUPPRESSION SERVIC	3,027,389.00	194,209.00	3,221,598.00

Increase to Fire Contract

Expenditures - General Fund - Department - Parks			
001-3600-461.90-06 CAPITAL EXPENDITURES / LAND IMPROVEMENTS	-	35,000.00	35,000.00

Lions Park Outfield Fencing - Current is a Hazard
Possible Allocation from Robertson's Ready Mix

Total Fund 001 - General Fund - Revenue	16,354,002.00	265,000.00	16,619,002.00
Total Fund 001 - General Fund - Expenditures	16,385,893.00	453,597.24	16,839,490.24
Net Fund 001 - General Fund Balance	(31,891.00)	(188,597.24)	(220,488.24)

APPROPRIATED DECEMBER 12, 2016 - RESOLUTION #2016-115			
001-2200-421.61-11 DEBT SERVICE-PRINCIPAL / PRINCIPAL PAYMENT	-	92,722.00	92,722.00

Expenditures - General Fund - Department - Police

Fund 100 - Gas Tax Street Fund

Revenue - Gas Tax Street Fund - Department - Gas Tax - Street

Total Revenue Fund 100 - Department 4900	796,785.00	-	796,785.00
Expenditures - Gas Tax Street Fund - Department - Gas Tax - Street			
100-4900-431.23-29 CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	13,850.00	4,150.00	18,000.00
100-4900-431.36-00 STS/HIWAYS/STORM DRAINS / DEPARTMENTAL SUPPLIES	7,500.00	25,000.00	32,500.00
100-4900-431.90-52 CAPITAL EXPENDITURES / VEHICLES	-	10,000.00	10,000.00
Total Expenditures Fund 100 - Department 4900	867,102.00	39,150.00	906,252.00

Budgeted for 9 months; Increase to cover 12 months
Replace faded Traffic Control Signs
Partial Funding for PW Inspector Truck

Total Fund 100 - Gas Tax Street Fund - Revenue **796,785.00**

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
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Total Fund 100 - Gas Tax Street Fund - Expenditures 867,102.00 39,150.00 906,252.00
Net Fund 100 - Gas Tax Street Fund Balance (70,317.00) (39,150.00) (109,467.00)

Fund 101 - Measure A Street Fund

Revenue - Measure A Street Fund - Department - Gas Tax - Street
 101-4900-302.11-02 SALES & USE TAXES / MEASURE A SALES TAX 580,000.00 (28,000.00) 552,000.00 Reduction in Projected Revenues by RCTC
Total Revenue Fund 101 - Department 4900 582,200.00 (28,000.00) 554,200.00

Expenditures - Measure A Street Fund - Department - Gas Tax - Street
 101-4900-431.93-04 CAP EXPEND-INFRASTRUCTURE / DESIGN STREET PROJECTS 1,325,385.00 (12,385.00) 1,313,000.00 Revised Scope for Planned Project
Total Expenditures Fund 101 - Department 4901 1,325,385.00 (12,385.00) 1,313,000.00

Total Fund 101 - Measure A Street Fund - Revenue 582,200.00 (28,000.00) 554,200.00
Total Fund 101 - Measure A Street Fund - Expenditures 1,325,385.00 (12,385.00) 1,313,000.00
Net Fund 101 - Measure A Street Fund Balance (743,185.00) (15,615.00) (758,800.00)

Fund 111 - Landscape Maintenance

Revenue - Landscape Maintenance - Department - Gas Tax - Street
Total Revenue Fund 111 - Department 4900 139,721.00 - 139,721.00

Expenditures - Landscape Maintenance - Department - Gas Tax - Street
 111-4900-432.23-01 CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING 500.00 500.00 1,000.00
 111-4900-432.23-33 CONTRACTUAL SERVICES / COMPUTER SERVICES 900.00 100.00 1,000.00
 111-4900-432.26-01 CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING 22,000.00 3,000.00 25,000.00
 111-4900-432.30-01 CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-GRNDS/FIEL 25,000.00 (3,600.00) 21,400.00
Total Expenditures Fund 111 - Department 4900 112,700.00 - 112,700.00

Fund 201 - Senior Center Activities Fund

Revenue - Senior Center Activities Fund - Department - Recreation - Senior Center
Total Revenue Fund 201 - Department 4050 700.00 - 700.00

Expenditures - Senior Center Activities Fund - Department - Recreation - Senior Center

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
201-4050-446.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	2,600.00	(2,600.00)	-	
	Total Expenditures Fund 201 - Department 4050	5,900.00	(2,600.00)	3,300.00	
	Total Fund 201 - Senior Center Activities Fund - Revenue	7,900.00	-	7,900.00	
	Total Fund 201 - Senior Center Activities Fund - Expenditures	13,600.00	(2,600.00)	11,000.00	
	Net Fund 201 - Senior Center Activities Fund Balance	(5,700.00)	2,600.00	(3,100.00)	
Fund 441 - Sunset Grade Separation Fund					
	Revenue - Sunset Grade Separation Fund - Department - Sunset Grade Separation	-	-	-	
	Total Revenue Fund 441 - Department 6500	-	-	-	
	Expenditures - Sunset Grade Separation Fund - Department - Sunset Grade Separation	-	229,189.00	229,189.00	
441-6500-431.93-02	CAP EXPEND-INFRASTRUCTURE / SUNSET GRADE SEPARATION	-	229,189.00	229,189.00	
	Total Expenditures Fund 441 - Department 6500	-	229,189.00	229,189.00	
	Total Fund 441 - Sunset Grade Separation Fund - Revenue	-	-	-	
	Total Fund 441 - Sunset Grade Separation Fund - Expenditures	-	229,189.00	229,189.00	
	Net Fund 441 - Sunset Grade Separation Fund Balance	-	(229,189.00)	(229,189.00)	
Fund 600 - Airport Fund					
	Revenue - Airport Fund - Department - Airport	178,950.00	-	178,950.00	
	Total Revenue Fund 600 - Department 5100	178,950.00	-	178,950.00	
	Expenditures	8,000.00	1,500.00	9,500.00	Additional Maintenance of AWOS System
600-5100-435.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	8,000.00	1,500.00	9,500.00	
	Total Expenditures Fund 600 - Department 5100	184,930.00	1,500.00	186,430.00	
	Total Fund 600 - Airport Fund - Revenue	178,950.00	-	178,950.00	
	Total Fund 600 - Airport Fund - Expenditures	184,930.00	1,500.00	186,430.00	
	Net Fund 600 - Airport Fund Balance	(5,980.00)	(1,500.00)	(7,480.00)	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
Fund 610 - Transit Fund					
Revenue - Transit Fund					
610-5800-306.12-01	OTHER TAXES / TRANSIT-SB325 ART 4	1,290,430.00	86,939.00	1,377,369.00	
610-5800-351.35-73	CHARGES FOR CURRENT SVC / MISC TRANSIT	-	74,561.00	74,561.00	
610-5800-381.55-01	INTERFUND TRANSFERS / TRANSFER-GENERAL FUND	80,687.00	(80,687.00)	-	
	Total Revenue Fund 610 - Department 5800	1,529,617.00	80,813.00	1,610,430.00	
Expenditures - Transit Fund					
	Total Expenditures Fund 610 - Department 5800	1,576,652.00	-	1,576,652.00	
Revenue - Transit Fund - Department - Dial-A-Ride					
610-5850-351.35-79	CHARGES FOR CURRENT SVC / DIAL-A-RIDE RECEIPTS	23,000.00	6,500.00	29,500.00	
	Total Revenue Fund 610 - Department 5850	233,070.00	6,500.00	239,570.00	
Expenditures - Transit Fund - Department - Dial-A-Ride					
	Total Expenditures Fund 610 - Department 5850	223,584.00	-	223,584.00	
	Total Fund 610 - Transit Fund - Revenue	1,762,687.00	87,313.00	1,850,000.00	
	Total Fund 610 - Transit Fund - Expenditures	1,800,236.00	-	1,800,236.00	
	Net Fund 610 - Transit Fund Balance	(37,549.00)	87,313.00	49,764.00	
Fund 660 - Water Fund					
Revenue - Water Fund - Department - Water					
	Total Revenue Fund 660 - Department 6300	8,644,850.00	-	8,644,850.00	
Expenditures - Water Fund - Department - Water					
660-6300-471.10-10	SALARY & WAGES / PAYROLL-REGULAR	969,370.00	30,628.15	999,998.15	50% Management Analyst
660-6300-471.10-70	SALARY & WAGES / COMP TIME PAYOFF	22,522.00	848.89	23,370.89	
660-6300-471.10-71	SALARY & WAGES / VACATION PAYOFF	10,227.00	1,131.85	11,358.85	
660-6300-471.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	34,966.00	1,358.22	36,324.22	
660-6300-471.15-10	FRINGE BENEFITS / FICA	94,353.00	3,080.44	97,433.44	
660-6300-471.15-15	FRINGE BENEFITS / PERS	259,114.00	7,357.04	266,471.04	
660-6300-471.15-20	FRINGE BENEFITS / WORKERS COMP	43,846.00	1,322.21	45,168.21	
660-6300-471.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	6,277.00	329.60	6,606.60	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
660-6300-471.15-40	FRINGE BENEFITS / LIFE INSURANCE	1,122.00	216.00	1,338.00	
660-6300-471.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	227,114.00	7,500.00	234,614.00	
660-6300-471.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	3,100.00	5,922.28	9,022.28	Allocation of Newsletters, Bill Inserts, etc.
660-6300-471.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	17,750.00	7,620.63	25,370.63	ACWA Membership
660-6300-471.23-04	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	1,750.00	3,250.00	5,000.00	Prop 218 Notice - Water Rate Increase
660-6300-471.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	2,500.00	375.00	2,875.00	CAPIO Conference
660-6300-471.23-37	CONTRACTUAL SERVICES / NPDES STORM WATER EXPENSE	55,000.00	(30,000.00)	25,000.00	Fees paid by Other Funds
660-6300-471.26-01	CONTRACTUAL SVC-UTILITIES / UTILITIES - BANNING	1,650,000.00	(400,000.00)	1,250,000.00	Projection based on reduction in Actual Expense
660-6300-471.27-14	COST OF GOODS/SVC-RESALE / WATER PURCHASE - RESALE	575,000.00	(75,000.00)	500,000.00	Reduction in amount of Imported Water Purchased
660-6300-471.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	7,500.00	8,500.00	16,000.00	XC2 \$6,000; ESRI \$1,000; Innovyze, \$1,000; WIN911 \$500
660-6300-471.36-08	DEPARTMENTAL SUPPLIES / CHEMICALS/GASES/POOL SUP/DRG	31,037.00	3,963.00	35,000.00	Increased use and cost for gas and chemicals
660-6300-471.41-46	SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS	60,000.00	(25,000.00)	35,000.00	Supply order will be less than anticipated
660-6300-471.45-07	SPECIAL UTILITY COSTS / RESERVOIR EXPENSES	9,000.00	20,000.00	29,000.00	Landscape Maintenance Contract
660-6300-471.90-51	CAPITAL EXPENDITURES / AUTOMOTIVE EQUIPMENT	-	75,000.00	75,000.00	AQMD Requirements for a CNG Dump Truck
660-6300-471.90-52	CAPITAL EXPENDITURES / VEHICLES	-	15,000.00	15,000.00	Partial Funding for a PW Inspector Truck
Total Expenditures Fund 660 - Department 6300		10,341,572.00	(336,596.69)	10,004,975.31	
Total Fund 660 - Water Fund - Revenue		8,644,850.00	-	8,644,850.00	
Total Fund 660 - Water Fund - Expenditures		10,341,572.00	(336,596.69)	10,004,975.31	
Net Fund 660 - Water Fund Balance		(1,696,722.00)	336,596.69	(1,360,125.31)	

Fund 670 - Electric Fund

Revenue - Electric Fund - Department - Electric					
670-7000-356.38-10	UTILITY FUNDS / BULK ENERGY SALES	2,650,000.00	(1,000,000.00)	1,650,000.00	
670-7000-356.38-25	UTILITY FUNDS / EV CHARGING STATION	-	1,000.00	1,000.00	
Total Revenue Fund 670 - Department 7000		31,773,000.00	(999,000.00)	30,774,000.00	
Expenditures - Electric Fund - Department - Electric					
670-7000-473.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	1,000.00	11,845.75	12,845.75	Newsletters, Bill Inserts, etc.
670-7000-473.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	30,000.00	741.25	30,741.25	25% Allocation - Subscriptions/Advertising
670-7000-473.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	12,000.00	750.00	12,750.00	25% Allocation - CAPIO

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
670-7000-473.26-01	CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	12,000.00	12,000.00	24,000.00	
670-7000-473.27-75	COST OF GOODS/SVC-RESALE / EV CHARGING STATION	-	1,000.00	1,000.00	
670-7000-473.50-01	INTERFUND SERVICE PYMTS / INTERFUND SVC-ADMINISTRN	3,177,300.00	-	3,177,300.00	Increased interfund service payments
670-7000-473.95-19	SPECIAL UTILITY CAP ITEMS / STREET LIGHTS	200,000.00	(185,000.00)	15,000.00	
Total Expenditures Fund 670 - Department 7000		12,137,776.00	(158,663.00)	11,979,113.00	
Total Fund 670 - Electric Fund - Revenue		31,773,000.00	(999,000.00)	30,774,000.00	
Total Fund 670 - Electric Fund - Expenditures		30,635,693.00	(158,663.00)	30,477,030.00	
Net Fund 670 - Electric Fund Balance		1,137,307.00	(840,337.00)	296,970.00	

Fund 680 - Wastewater Fund

Revenue - Wastewater Fund - Department - Wastewater		Total Revenue Fund 680 - Department 8000	
		3,222,104.00	3,222,104.00
Expenditures - Wastewater Fund - Department - Wastewater			
680-8000-454.10-10	SALARY & WAGES / PAYROLL-REGULAR	389,223.00	419,851.15
680-8000-454.10-70	SALARY & WAGES / COMP TIME PAYOFF	9,018.00	9,866.89
680-8000-454.10-71	SALARY & WAGES / VACATION PAYOFF	6,661.00	7,792.85
680-8000-454.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	12,121.00	13,479.22
680-8000-454.15-10	FRINGE BENEFITS / FICA	33,523.00	36,603.44
680-8000-454.15-15	FRINGE BENEFITS / PERS	102,954.00	110,311.04
680-8000-454.15-20	FRINGE BENEFITS / WORKERS COMP	15,761.00	17,083.21
680-8000-454.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	2,514.00	2,843.60
680-8000-454.15-40	FRINGE BENEFITS / LIFE INSURANCE	767.00	983.00
680-8000-454.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	82,884.00	90,384.00
680-8000-454.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	1,500.00	7,422.28
680-8000-454.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	750.00	370.63
680-8000-454.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,250.00	1,625.00
680-8000-454.90-52	CAPITAL EXPENDITURES / VEHICLES	-	15,000.00
Total Expenditures Fund 680 - Department 8000		3,144,474.00	3,219,914.31

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
	Total Fund 680 - Wastewater Fund - Revenue	3,222,104.00	-	3,222,104.00	
	Total Fund 680 - Wastewater Fund - Expenditures	3,144,474.00	75,440.31	3,219,914.31	
	Net Fund 680 - Wastewater Fund Balance	77,630.00	(75,440.31)	2,189.69	
Fund 690 - Refuse Fund					
	Revenue - Refuse Fund - Department - Refuse Expenditures - Refuse Fund - Department - Refuse				
690-9600-453.10-10	SALARY & WAGES / PAYROLL-REGULAR	115,607.00	3,840.00	119,447.00	40% Allocation
690-9600-453.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	3,000.00	18,953.20	21,953.20	Newsletters, bill inserts, etc.
690-9600-453.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	-	1,186.00	1,186.00	40% Allocation - Subscriptions/Advertising
690-9600-453.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	-	1,200.00	1,200.00	40% Allocation - CAPIO
	Total Expenditures Fund 690 - Department 9600	3,356,047.00	25,179.20	3,381,226.20	
	Total Fund 690 - Refuse Fund - Revenue	3,294,000.00	-	3,294,000.00	
	Total Fund 690 - Refuse Fund - Expenditures	3,356,047.00	25,179.20	3,381,226.20	
	Net Fund 690 - Refuse Fund Balance	(62,047.00)	(25,179.20)	(87,226.20)	
Fund 700 - Risk Management Fund					
	Revenue - Risk Management Fund - Department - Insurance - Workers Compensation				
	Total Revenue Fund 700 - Department 5020	753,278.00	-	753,278.00	
	Expenditures - Risk Management Fund - Department - Insurance - Workers Compensation				
700-5020-480.29-08	CONTRACTUAL SVC-INSURANCE / WORK'S COMP INSUR PREMI	195,000.00	13,000.00	208,000.00	Premium Increase based on Payroll
	Total Expenditures Fund 700 - Department 5020	688,810.00	13,000.00	701,810.00	
	Revenue - Risk Management Fund - Department - Insurance - Liability Insurance				
	Total Revenue Fund 700 - Department 5040	577,002.00	-	577,002.00	
	Expenditures - Risk Management Fund - Department - Insurance - Liability Insurance				
700-5040-480.29-03	CONTRACTUAL SVC-INSURANCE / LIABILITY INS PREMIUMS	525,000.00	2,000.00	527,000.00	Increase in ERMA Premium
700-5040-480.29-04	CONTRACTUAL SVC-INSURANCE / BLANKET BOND PREMIUMS	3,500.00	2,500.00	6,000.00	Insurance Increase
700-5040-480.29-05	CONTRACTUAL SVC-INSURANCE / AIRPORT LIAB PREMIUMS	20,000.00	(11,000.00)	9,000.00	Decrease in Premium
	Total Expenditures Fund 700 - Department 5040	1,164,477.00	(6,500.00)	1,157,977.00	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
Revenue - Risk Management Fund - Department - City Attorney					
Total Revenue Fund 700 - Department 5300		434,201.00	-	434,201.00	
Expenditures - Risk Management Fund - Department - City Attorney					
700-5300-480.10-10	SALARY & WAGES / PAYROLL-REGULAR	215,306.00	(215,306.00)	-	Budgeted for possible in-house City Attorney
700-5300-480.10-51	SALARY & WAGES / INCENTIVE PAY	3,300.00	(3,300.00)	-	
700-5300-480.10-70	SALARY & WAGES / COMP TIME PAYOFF	10,143.00	(10,143.00)	-	
700-5300-480.10-71	SALARY & WAGES / VACATION PAYOFF	8,281.00	(8,281.00)	-	
700-5300-480.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	9,947.00	(9,947.00)	-	
700-5300-480.15-10	FRINGE BENEFITS / FICA	11,263.00	(11,263.00)	-	
700-5300-480.15-15	FRINGE BENEFITS / PERS	56,403.00	(56,403.00)	-	
700-5300-480.15-20	FRINGE BENEFITS / WORKERS COMP	9,255.00	(9,255.00)	-	
700-5300-480.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,399.00	(1,399.00)	-	
700-5300-480.15-40	FRINGE BENEFITS / LIFE INSURANCE	432.00	(432.00)	-	
700-5300-480.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	20,000.00	(20,000.00)	-	
700-5300-480.15-84	FRINGE BENEFITS / VEHICLE ALLOWANCE	3,000.00	(3,000.00)	-	
700-5300-480.33-04	CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES	75,000.00	348,729.00	423,729.00	Transferred to Contract Legal Services
Total Expenditures Fund 700 - Department 5300		436,888.00	-	436,888.00	
Total Fund 700 - Risk Management Fund - Revenue		1,843,030.00	-	1,843,030.00	
Total Fund 700 - Risk Management Fund - Expenditures		2,355,542.00	6,500.00	2,362,042.00	
Net Fund 700 - Risk Management Fund Balance		(512,512.00)	(6,500.00)	(519,012.00)	

Fund 702 - Fleet Maintenance Fund

Revenue - Fleet Maintenance Fund - Department - Fleet Maintenance					
Total Revenue Fund 702 - Department 3800		1,309,847.00	-	1,309,847.00	
Expenditures - Fleet Maintenance Fund - Department - Fleet Maintenance					
702-3800-480.10-30	SALARY & WAGES / OVERTIME	11,000.00	9,000.00	20,000.00	Projected Increased Overtime
702-3800-480.23-06	CONTRACTUAL SERVICES / STAFF TRAINING	2,000.00	4,500.00	6,500.00	Additional Training
702-3800-480.23-49	CONTRACTUAL SERVICES / RECYCLING SERVICES	2,500.00	500.00	3,000.00	
702-3800-480.25-03	CONTRACT SVC-EMPLOYEE SPC / TOOL ALLOWANCE	2,000.00	4,000.00	6,000.00	Increase in Tool Allowance

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
702-3800-480.25-06	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	100.00	250.00	350.00	Due to Projected Increased Overtime
702-3800-480.26-05	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	1,100.00	400.00	1,500.00	
702-3800-480.30-02	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	2,000.00	1,000.00	3,000.00	Chemical Storage Vents \$1,500
702-3800-480.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	12,500.00	37,500.00	50,000.00	CNG/Hardware Upgrades
702-3800-480.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	5,500.00	500.00	6,000.00	Increase in Annual Maintenance Fees for RTA
702-3800-480.41-04	SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	7,000.00	3,000.00	10,000.00	Increase & New Permit fee for CNG
702-3800-480.89-49	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	6,000.00	6,000.00	One-time Fee to Update RTA Software
702-3800-480.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	-	3,500.00	3,500.00	Scanner for Vehicle Diagnostics
702-3800-480.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	15,000.00	15,000.00	Repair roof leaks \$7,500; replace garage door \$7,500
702-3800-480.90-56	CAPITAL EXPENDITURES / MACHINERY/EQUIPMENT	-	21,500.00	21,500.00	Scanner for Vehicle Diagnostics
Total Expenditures Fund 702 - Department 3800		1,308,597.00	106,650.00	1,415,247.00	
Total Fund 702 - Fleet Maintenance Fund - Revenue		1,309,847.00	-	1,309,847.00	
Total Fund 702 - Fleet Maintenance Fund - Expenditures		1,308,597.00	106,650.00	1,415,247.00	
Net Fund 702 - Fleet Maintenance Fund Balance		1,250.00	(106,650.00)	(105,400.00)	

Fund 703 - Information Systems Services Fund

Revenue - Information Systems Services Fund - Department - Information Systems Services					
703-3700-374.51-71	INTERNAL SERVICE REVENUES / COMPUTER SVC-GENERAL FU	303,356.00	36,466.00	339,822.00	
703-3700-374.51-72	INTERNAL SERVICE REVENUES / COMPUTER SVC-OTHER FUND	330,915.00	119,060.80	449,975.80	
Total Revenue Fund 703 - Department 3700		634,571.00	155,526.80	790,097.80	
Expenditures - Information Systems Services Fund - Department - Information Systems Services					
703-3700-480.10-10	SALARY & WAGES / PAYROLL-REGULAR	271,045.00	89,714.98	360,759.98	2 New IT Positions
703-3700-480.10-70	SALARY & WAGES / COMP TIME PAYOFF	7,328.00	862.64	8,190.64	
703-3700-480.10-71	SALARY & WAGES / VACATION PAYOFF	5,720.00	862.64	6,582.64	
703-3700-480.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	6,871.00	862.64	7,733.64	
703-3700-480.15-10	FRINGE BENEFITS / FICA	20,241.00	7,061.18	27,302.18	
703-3700-480.15-15	FRINGE BENEFITS / PERS	70,228.00	22,428.74	92,656.74	
703-3700-480.15-20	FRINGE BENEFITS / WORKERS COMP	7,784.00	1,865.18	9,649.18	
703-3700-480.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,762.00	1,004.80	2,766.80	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
703-3700-480.15-40	FRINGE BENEFITS / LIFE INSURANCE	626.00	864.00	1,490.00	
703-3700-480.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	51,132.00	30,000.00	81,132.00	
	Total Expenditures Fund 703 - Department 3700	634,271.00	155,526.80	789,797.80	
	Total Fund 703 - Information Systems Services Fund - Revenue	634,571.00	155,526.80	790,097.80	
	Total Fund 703 - Information Systems Services Fund - Expenditures	634,271.00	155,526.80	789,797.80	
	Net Fund 703 - Information Systems Services Fund Balance	300.00	-	300.00	

Fund 761 - Utility Billing Administration Fund

Revenue - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service					
761-3100-371.50-41	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-WATER	323,755.00	544.58	324,299.58	
761-3100-371.50-42	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-ELECTRIC	642,083.00	1,080.02	643,163.02	
761-3100-371.50-43	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-WASTEWAT	234,589.00	394.59	234,983.59	
761-3100-371.50-44	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-REFUSE	241,259.00	405.81	241,664.81	
	Total Revenue Fund 761 - Department 3100	1,722,286.00	2,425.00	1,724,711.00	
Expenditures - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service					
761-3100-480.89-48	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	1,000.00	1,000.00	2,000.00	Computer
761-3100-480.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	1,000.00	1,425.00	2,425.00	Bill counter, scanner, check verification machine, printer
	Total Expenditures Fund 761 - Department 3100	1,722,286.00	2,425.00	1,724,711.00	
Revenue - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service - Meter Reading & Service					
761-3110-371.50-21	INTERNAL SERVICE REVENUES / METER/SVC COSTS-WATER	299,464.00	37,324.01	336,788.01	
761-3110-371.50-22	INTERNAL SERVICE REVENUES / METER/SVC COSTS-ELECTRI	299,463.00	37,324.01	336,787.01	
	Total Revenue Fund 761 - Department 3110	598,927.00	74,648.02	673,575.02	
Expenditures - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service - Meter Reading & Service					
761-3110-480.10-10	SALARY & WAGES / PAYROLL-REGULAR	243,684.00	38,680.51	282,364.51	Field Service Representative
761-3110-480.10-70	SALARY & WAGES / COMP TIME PAYOFF	3,726.00	1,115.78	4,841.78	
761-3110-480.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	7,453.00	1,785.25	9,238.25	
761-3110-480.15-10	FRINGE BENEFITS / FICA	21,835.00	4,760.50	26,595.50	
761-3110-480.15-15	FRINGE BENEFITS / PERS	62,871.00	9,670.13	72,541.13	
761-3110-480.15-20	FRINGE BENEFITS / WORKERS COMP	17,555.00	3,202.63	20,757.63	

DETAILED FY 2018 BUDGET ADJUSTMENT PROPOSAL

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget	NOTES
761-3110-480.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,570.00	433.22	2,003.22	
761-3110-480.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	72,000.00	15,000.00	87,000.00	
	Total Expenditures Fund 761 - Department 3110	598,927.00	74,648.02	673,575.02	
	Total Fund 761 - Utility Billing Administration Fund - Revenue	2,321,213.00	77,073.02	2,398,286.02	
	Total Fund 761 - Utility Billing Administration Fund - Expenditures	2,321,213.00	77,073.02	2,398,286.02	
	Net Fund 761 - Utility Billing Administration Fund Balance	-	-	-	

ATTACHMENT 2

RESOLUTION 2017-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING AMENDING ITS 2017-18 FISCAL BUDGET PER THE MID-CYCLE REVIEW RECOMMENDATIONS AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN, APPROVING BUDGETARY POLICIES AND RECOMMENDATIONS

WHEREAS, the budget for fiscal year 2017-18 of the City of Banning has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with expense being defined as personnel services, services and supplies, capital outlay, debt service and inter-fund transfers, without the consent of the City Manager; and

WHEREAS, the City may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council; and

WHEREAS, the City departments may not hire in excess of the approved number of positions in job classification as indicated by the budget detail without the consent of the City Council; and

WHEREAS, the two-year budget is reviewed during a Mid-Cycle Review process that results in recommended budget adjustments and continued appropriations to reflect extended projects and unforeseen changes in revenue or expenditure requirements that require City Council approval;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: The City Council approves the Mid-Cycle Budget Adjustments and appropriations for the City funds as detailed by account in Exhibit "A".

PASSED, APPROVED AND ADOPTED this 11th day of July 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 2017-67, was duly adopted by the City of Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of July, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
Fund 001 - General Fund				
Revenue - General Fund				
001-0001-301.10-03	PROPERTY TAXES / PROP TX-SUPPLEMENTAL ROLL	35,000.00	15,000.00	50,000.00
001-0001-301.10-07	PROPERTY TAXES / PROPERTY TAX ADMIN CHARGE	(27,000.00)	(1,000.00)	(28,000.00)
001-0001-301.10-09	PROPERTY TAXES / PROP TX-CURRENT UNSECURED	95,000.00	10,000.00	105,000.00
001-0001-306.12-03	OTHER TAXES / BED TAX - TOT TAX	750,000.00	100,000.00	850,000.00
001-0001-306.12-07	OTHER TAXES / BUSINESS LICENSE TAX	168,000.00	10,000.00	178,000.00
001-0001-306.12-08	OTHER TAXES / PROPERTY TRANSFER TAX	82,500.00	1,000.00	83,500.00
001-0001-306.12-11	OTHER TAXES / FRANCHISE FEE - CTY	366,000.00	4,000.00	370,000.00
Total Revenue Fund 001		14,889,615.00	139,000.00	15,028,615.00
Expenditures - General Fund - Department - City Council				
001-1000-411.26-05	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	-	500.00	500.00
001-1000-411.36-07	DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	1,000.00	1,500.00	2,500.00
001-1000-411.89-48	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	-	1,000.00	1,000.00
Total Expenditures Dept 1000		119,422.00	3,000.00	122,422.00
Expenditures - General Fund - Department - City Manager				
001-1200-412.23-02	CONTRACTUAL SERVICES / PRINTING/BINDING	2,300.00	(1,000.00)	1,300.00
001-1200-412.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	2,000.00	1,000.00	3,000.00
001-1200-412.25-06	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	-	300.00	300.00
001-1200-412.36-07	DEPARTMENTAL SUPPLIES / FOOD/MEALS COST	100.00	900.00	1,000.00
Total Expenditures Dept 1200		198,737.00	1,200.00	199,937.00
Expenditures - General Fund - Department - City Manager - Economic Development				
001-1210-412.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	500.00	4,738.30	5,238.30
001-1210-412.23-02	CONTRACTUAL SERVICES / PRINTING/BINDING	100.00	900.00	1,000.00
001-1210-412.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	225.00	1,071.50	1,296.50
001-1210-412.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,550.00	5,750.00	7,300.00
001-1210-412.26-05	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	400.00	(400.00)	-
001-1210-412.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	30,000.00	15,000.00	45,000.00
001-1210-412.36-00	MANAGEMENT AND SUPPORT / DEPARTMENTAL SUPPLIES	475.00	525.00	1,000.00
Total Expenditures Dept 1210		271,341.00	27,584.80	298,925.80

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
Expenditures - General Fund - Department - Human Resources				
	Total Expenditures Dept 1300	165,093.00	-	165,093.00
Expenditures - General Fund - Department - City Clerk				
	Total Expenditures Dept 1400	85,562.00	-	85,562.00
Expenditures - General Fund - Department - Elections				
	Total Expenditures Dept 1500	800.00	-	800.00
Expenditures - General Fund - Department - City Attorney				
001-1800-412.50-18	INTERFUND SERVICE PYMTS / INTERFUND SVC-C/ATTORNEY	227,694.00	(227,694.00)	-
	Total Expenditures Dept 1800	227,694.00	(227,694.00)	-
Expenditures - General Fund - Department - Fiscal Services				
	Total Expenditures Dept 1900	307,664.00	-	307,664.00
Expenditures - General Fund - Department - Purchasing & AP				
001-1910-412.10-10	SALARY & WAGES / PAYROLL-REGULAR	139,300.00	32,684.13	171,984.13
001-1910-412.23-33	CONTRACTUAL SERVICES / COMPUTER SERVICES	-	20,000.00	20,000.00
	Total Expenditures Dept 1910	103,748.00	52,684.13	156,432.13
Revenue - General Fund - Department - TV Government Access				
	Total Revenue Fund 001 - Department 2060	60,000.00	-	60,000.00
Expenditures - General Fund - Department - TV Government Access				
	Total Expenditures Dept 2060	60,000.00	-	60,000.00
Revenue - General Fund - Department - Police				
	Total Revenue Fund 001 - Department 2200	460,920.00	-	460,920.00
Expenditures - General Fund - Department - Police				
001-2200-421.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	560.00	2,500.00	3,060.00
001-2200-421.26-06	CONTRACTUAL SVC-UTILITIES / NATURAL GAS SVC	3,000.00	2,500.00	5,500.00
001-2200-421.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	35,362.00	13,132.00	48,494.00
001-2200-421.36-04	DEPARTMENTAL SUPPLIES / CLOTHING/ACCOUTERMENTS	16,000.00	3,500.00	19,500.00
	Total Expenditures Dept 2200	6,770,973.00	21,632.00	6,792,605.00
Expenditures - General Fund - Department - Police Dispatch				
001-2210-421.10-10	SALARY & WAGES / PAYROLL-REGULAR	414,990.00	46,115.26	461,105.26
001-2210-421.10-70	SALARY & WAGES / COMP TIME PAYOFF	8,399.00	443.42	8,842.42

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
001-2210-421.10-71	SALARY & WAGES / VACATION PAYOFF	578.00	443.42	1,021.42
001-2210-421.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	695.00	443.42	1,138.42
001-2210-421.15-10	FRINGE BENEFITS / FICA	45,899.00	5,218.06	51,117.06
001-2210-421.15-15	FRINGE BENEFITS / PERS	121,426.00	11,528.82	132,954.82
001-2210-421.15-20	FRINGE BENEFITS / WORKERS COMP	18,725.00	2,051.81	20,776.81
001-2210-421.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	2,698.00	516.49	3,214.49
001-2210-421.15-40	FRINGE BENEFITS / LIFE INSURANCE	43.00	432.00	475.00
001-2210-421.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	102,800.00	15,000.00	117,800.00
001-2210-421.15-82	FRINGE BENEFITS / UNIFORM ALLOWANCE	132.00	5,764.41	5,896.41
Total Expenditures Dept 2210		870,011.00	87,957.11	957,968.11
Expenditures - General Fund - Department - Animal Control				
Total Expenditures - Department 2300		159,031.00	-	159,031.00
Revenue - General Fund - Department - Fire				
Total Revenue Fund 001 - Department 2400		220,840.00	-	220,840.00
Expenditures - General Fund - Department - Fire				
Total Expenditures Fund 001 - Department 2400		3,111,810.00	-	3,111,810.00
Revenue - General Fund - Department - Building Safety				
Total Revenue Fund 001 - Department 2700		283,310.00	-	283,310.00
Expenditures - General Fund - Department - Building Safety				
Total Expenditures Fund 001 - Department 2700		346,643.00	-	346,643.00
Revenue - General Fund - Department - Code Enforcement				
Total Revenue Fund 001 - Department 2740		73,826.00	-	73,826.00
Expenditures - General Fund - Department - Code Enforcement				
Total Expenditures Fund 001 - Department 2740		330,100.00	-	330,100.00
Revenue - General Fund - Department - Planning				
001-2800-361.41-02	SUNDRY CHARGES/SPC PRGRMS / MISC REIMBURSEMENTS	-	125,000.00	125,000.00
Total Revenue Fund 001 - Department 2800		160,708.00	125,000.00	285,708.00
Expenditures - General Fund - Department - Planning				
001-2800-441.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	6,825.00	1,500.00	8,325.00
001-2800-441.23-06	CONTRACTUAL SERVICES / STAFF TRAINING	1,000.00	6,375.00	7,375.00

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
001-2800-441.33-11	CONTRACT SVC-PROFESSIONAL / PROFESSIONAL SERVICES	235,000.00	125,000.00	360,000.00
001-2800-441.90-49	CAPITAL EXPENDITURES / COMPUTER SOFTWARE	-	380.00	380.00
Total Expenditures Fund 001 - Department 2800		631,709.00	133,255.00	764,964.00
Revenue - General Fund - Engineering				
Total Revenue Fund 001 - Department 3000		75,283.00	-	75,283.00
Expenditures - General Fund - Department - Engineering				
001-3000-442.23-06	CONTRACTUAL SERVICES / STAFF TRAINING	2,000.00	2,000.00	4,000.00
001-3000-442.90-52	CAPITAL EXPENDITURES / VEHICLES	-	10,000.00	10,000.00
Total Expenditures Fund 001 - Department 3000		244,057.00	12,000.00	256,057.00
Expenditures - General Fund - Department - Building Maintenance				
001-3200-412.30-21	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT AC/HEATING	30,000.00	35,000.00	65,000.00
001-3200-412.33-18	CONTRACT SVC-PROFESSIONAL / CUSTODIAN SERVICES	32,000.00	5,000.00	37,000.00
Total Expenditures Fund 001 - Department 3200		134,013.00	40,000.00	174,013.00
Expenditures - General Fund - Department - Parks				
001-3600-461.10-10	SALARY & WAGES / PAYROLL-REGULAR	196,141.00	33,694.40	229,835.40
001-3600-461.15-10	FRINGE BENEFITS / FICA	18,941.00	2,577.62	21,518.62
001-3600-461.15-20	FRINGE BENEFITS / WORKERS COMP	15,689.00	2,789.80	18,478.80
001-3600-461.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,275.00	377.38	1,652.38
001-3600-461.15-40	FRINGE BENEFITS / LIFE INSURANCE	130.00	864.00	994.00
001-3600-461.23-24	CONTRACTUAL SERVICES / PEST ERADICATION SERVICE	1,500.00	5,000.00	6,500.00
Total Expenditures Fund 001 - Department 3600		467,564.00	45,303.20	512,867.20
Revenue - General Fund - Department - Recreation				
Total Revenue Fund 001 - Department 4000		63,100.00	-	63,100.00
Expenditures - General Fund - Department - Recreation				
001-4000-461.32-06	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	1,600.00	800.00	2,400.00
001-4000-461.33-18	CONTRACT SVC-PROFESSIONAL / CUSTODIAN EXPENSES	2,800.00	(1,200.00)	1,600.00
001-4000-461.36-00	RECREATION / DEPARTMENTAL SUPPLIES	2,000.00	300.00	2,300.00
001-4000-461.36-03	DEPARTMENTAL SUPPLIES / JANITORIAL SUPPLIES	1,000.00	300.00	1,300.00
001-4000-461.36-09	DEPARTMENTAL SUPPLIES / RECREATION SUPPLIES	28,000.00	(19,000.00)	9,000.00
001-4000-461.89-46	NONCAPITALIZED ASSETS / OFF FURN/EQUIP/FIXTURES	-	2,500.00	2,500.00

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
001-4000-461.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	-	3,000.00	3,000.00
Total Expenditures Fund 001 - Department 4000		431,390.00	(13,300.00)	418,090.00
Revenue - General Fund - Department - Aquatics				
001-4010-351.35-71	CHARGES FOR CURRENT SVC / CONTRACT CLASS FEES	22,000.00	(18,000.00)	4,000.00
001-4010-351.35-95	CHARGES FOR CURRENT SVC / RECREATION CLASS FEES	-	18,000.00	18,000.00
001-4010-351.36-09	CHARGES FOR CURRENT SVC / AQUATIC CONCESSIONS	-	1,000.00	1,000.00
Total Revenue Fund 001 - Department 4010		55,000.00	1,000.00	56,000.00
Expenditures - General Fund - Department - Aquatics				
001-4010-461.10-10	SALARY & WAGES / PAYROLL-REGULAR	48,048.00	2,500.00	50,548.00
001-4010-461.10-30	SALARY & WAGES / OVERTIME	1,500.00	800.00	2,300.00
001-4010-461.25-02	CONTRACT SVC-EMPLOYEE SPC / UNIFORM PURCHASE/MAINT	1,200.00	400.00	1,600.00
Total Expenditures Fund 001 - Department 4010		117,104.00	3,700.00	120,804.00
Revenue - General Fund - Department - Day Care				
Total Revenue Fund 001 - Department 4020		6,000.00	-	6,000.00
Expenditures - General Fund - Department - Day Care				
Total Expenditures Fund 001 - Department 4020		600.00	-	600.00
Revenue - General Fund - Department - Senior Center				
Total Revenue Fund 001 - Department 4050		5,400.00	-	5,400.00
Expenditures - General Fund - Department - Senior Center				
001-4050-461.32-06	CONTRACT SVC-RENTAL/LEASE / LEASE/PURCHASE PAYMENTS	280.00	1,800.00	2,080.00
001-4050-461.33-18	CONTRACT SVC-PROFESSIONAL / CUSTODIAN EXPENSES	2,720.00	(1,200.00)	1,520.00
Total Expenditures Fund 001 - Department 4050		85,071.00	600.00	85,671.00
Expenditures - General Fund - Department - Central Services				
Total Expenditures Fund 001 - Department 4800		1,085,756.00	-	1,085,756.00
Expenditures - General Fund - Department - Community Enhancement				
Total Expenditures Fund 001 - Department 5400		60,000.00	-	60,000.00

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
INTERFUND TRANSFER TO FUND 703 FOR TWO (2) INFORMATION TECHNOLOGY POSITIONS				
		-	36,466.00	36,466.00
Total Fund 001 - General Fund - Revenue				
		16,354,002.00	265,000.00	16,619,002.00
Total Fund 001 - General Fund - Expenditures				
		16,385,893.00	224,388.24	16,610,281.24
Net Fund 001 - General Fund Balance				
		(31,891.00)	40,611.76	8,720.76
Expenditures - General Fund - Department - Fire				
001-2400-422.33-93	CONTRACT SVC-PROFESSIONAL / FIRE SUPPRESSION SERVIC	3,027,389.00	194,209.00	3,221,598.00
Expenditures - General Fund - Department - Parks				
001-3600-461.90-06	CAPITAL EXPENDITURES / LAND IMPROVEMENTS	-	35,000.00	35,000.00
Total Fund 001 - General Fund - Revenue				
		16,354,002.00	265,000.00	16,619,002.00
Total Fund 001 - General Fund - Expenditures				
		16,385,893.00	453,597.24	16,839,490.24
Net Fund 001 - General Fund Balance				
		(31,891.00)	(188,597.24)	(220,488.24)
APPROPRIATED DECEMBER 12, 2016 - RESOLUTION #2016-115				
001-2200-421.61-11	DEBT SERVICE-PRINCIPAL / PRINCIPAL PAYMENT	-	92,722.00	92,722.00
Expenditures - General Fund - Department - Police				
		-	92,722.00	92,722.00
Fund 100 - Gas Tax Street Fund				
Revenue - Gas Tax Street Fund - Department - Gas Tax - Street				
		796,785.00	-	796,785.00
Total Revenue Fund 100 - Department 4900				
		796,785.00	-	796,785.00
Expenditures - Gas Tax Street Fund - Department - Gas Tax - Street				
100-4900-431.23-29	CONTRACTUAL SERVICES / LANDSCAPE MAINTENANCE	13,850.00	4,150.00	18,000.00
100-4900-431.36-00	STS/HIWAYS/STORM DRAINS / DEPARTMENTAL SUPPLIES	7,500.00	25,000.00	32,500.00
100-4900-431.90-52	CAPITAL EXPENDITURES / VEHICLES	-	10,000.00	10,000.00
Total Expenditures Fund 100 - Department 4900				
		867,102.00	39,150.00	906,252.00
Total Fund 100 - Gas Tax Street Fund - Revenue				
		796,785.00	-	796,785.00

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
Total Fund 100 - Gas Tax Street Fund - Expenditures				
		867,102.00	39,150.00	906,252.00
Net Fund 100 - Gas Tax Street Fund Balance				
		(70,317.00)	(39,150.00)	(109,467.00)

Fund 101 - Measure A Street Fund

Revenue - Measure A Street Fund - Department - Gas Tax - Street				
101-4900-302.11-02	SALES & USE TAXES / MEASURE A SALES TAX	580,000.00	(28,000.00)	552,000.00
Total Revenue Fund 101 - Department 4900		582,200.00	(28,000.00)	554,200.00
Expenditures - Measure A Street Fund - Department - Gas Tax - Street				
101-4900-431.93-04	CAP EXPEND-INFRASTRUCTURE / DESIGN STREET PROJECTS	1,325,385.00	(12,385.00)	1,313,000.00
Total Expenditures Fund 101 - Department 4901		1,325,385.00	(12,385.00)	1,313,000.00

Total Fund 101 - Measure A Street Fund - Revenue				
		582,200.00	(28,000.00)	554,200.00
Total Fund 101 - Measure A Street Fund - Expenditures				
		1,325,385.00	(12,385.00)	1,313,000.00
Net Fund 101 - Measure A Street Fund Balance				
		(743,185.00)	(15,615.00)	(758,800.00)

Fund 111 - Landscape Maintenance

Revenue - Landscape Maintenance - Department - Gas Tax - Street				
Total Revenue Fund 111 - Department 4900		139,721.00	-	139,721.00
Expenditures - Landscape Maintenance - Department - Gas Tax - Street				
111-4900-432.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	500.00	500.00	1,000.00
111-4900-432.23-33	CONTRACTUAL SERVICES / COMPUTER SERVICES	900.00	100.00	1,000.00
111-4900-432.26-01	CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	22,000.00	3,000.00	25,000.00
111-4900-432.30-01	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-GRNDS/FIEL	25,000.00	(3,600.00)	21,400.00
Total Expenditures Fund 111 - Department 4900		112,700.00	-	112,700.00

Fund 201 - Senior Center Activities Fund

Revenue - Senior Center Activities Fund - Department - Recreation - Senior Center				
Total Revenue Fund 201 - Department 4050		700.00	-	700.00
Expenditures - Senior Center Activities Fund - Department - Recreation - Senior Center				

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
201-4050-446.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	2,600.00	(2,600.00)	-
	Total Expenditures Fund 201 - Department 4050	5,900.00	(2,600.00)	3,300.00
	Total Fund 201 - Senior Center Activities Fund - Revenue	7,900.00	-	7,900.00
	Total Fund 201 - Senior Center Activities Fund - Expenditures	13,600.00	(2,600.00)	11,000.00
	Net Fund 201 - Senior Center Activities Fund Balance	(5,700.00)	2,600.00	(3,100.00)
Fund 441 - Sunset Grade Separation Fund				
	Revenue - Sunset Grade Separation Fund - Department - Sunset Grade Separation	-	-	-
	Total Revenue Fund 441 - Department 6500	-	-	-
	Expenditures - Sunset Grade Separation Fund - Department - Sunset Grade Separation	-	229,189.00	229,189.00
441-6500-431.93-02	CAP EXPEND-INFRASTRUCTURE / SUNSET GRADE SEPARATION	-	229,189.00	229,189.00
	Total Expenditures Fund 441 - Department 6500	-	229,189.00	229,189.00
	Total Fund 441 - Sunset Grade Separation Fund - Revenue	-	-	-
	Total Fund 441 - Sunset Grade Separation Fund - Expenditures	-	229,189.00	229,189.00
	Net Fund 441 - Sunset Grade Separation Fund Balance	-	(229,189.00)	(229,189.00)
Fund 600 - Airport Fund				
	Revenue - Airport Fund - Department - Airport	178,950.00	-	178,950.00
	Total Revenue Fund 600 - Department 5100	178,950.00	-	178,950.00
	Expenditures	8,000.00	1,500.00	9,500.00
600-5100-435.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	184,930.00	1,500.00	186,430.00
	Total Expenditures Fund 600 - Department 5100	184,930.00	1,500.00	186,430.00
	Total Fund 600 - Airport Fund - Revenue	178,950.00	-	178,950.00
	Total Fund 600 - Airport Fund - Expenditures	184,930.00	1,500.00	186,430.00
	Net Fund 600 - Airport Fund Balance	(5,980.00)	(1,500.00)	(7,480.00)

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
Fund 610 - Transit Fund				
Revenue - Transit Fund				
610-5800-306.12-01	OTHER TAXES / TRANSIT-SB325 ART 4	1,290,430.00	86,939.00	1,377,369.00
610-5800-351.35-73	CHARGES FOR CURRENT SVC / MISC TRANSIT	-	74,561.00	74,561.00
610-5800-381.55-01	INTERFUND TRANSFERS / TRANSFER-GENERAL FUND	80,687.00	(80,687.00)	-
	Total Revenue Fund 610 - Department 5800	1,529,617.00	80,813.00	1,610,430.00
Expenditures - Transit Fund				
	Total Expenditures Fund 610 - Department 5800	1,576,652.00	-	1,576,652.00
Revenue - Transit Fund - Department - Dial-A-Ride				
610-5850-351.35-79	CHARGES FOR CURRENT SVC / DIAL-A-RIDE RECEIPTS	23,000.00	6,500.00	29,500.00
	Total Revenue Fund 610 - Department 5850	233,070.00	6,500.00	239,570.00
Expenditures - Transit Fund - Department - Dial-A-Ride				
	Total Expenditures Fund 610 - Department 5850	223,584.00	-	223,584.00
	Total Fund 610 - Transit Fund - Revenue	1,762,687.00	87,313.00	1,850,000.00
	Total Fund 610 - Transit Fund - Expenditures	1,800,236.00	-	1,800,236.00
	Net Fund 610 - Transit Fund Balance	(37,549.00)	87,313.00	49,764.00
Fund 670 - Electric Fund				
Revenue - Electric Fund - Department - Electric				
670-7000-356.38-10	UTILITY FUNDS / BULK ENERGY SALES	2,650,000.00	(1,000,000.00)	1,650,000.00
670-7000-356.38-25	UTILITY FUNDS / EV CHARGING STATION	-	1,000.00	1,000.00
	Total Revenue Fund 670 - Department 7000	31,773,000.00	(999,000.00)	30,774,000.00
Expenditures - Electric Fund - Department - Electric				
670-7000-473.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	1,000.00	11,845.75	12,845.75
670-7000-473.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	30,000.00	741.25	30,741.25
670-7000-473.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	12,000.00	750.00	12,750.00

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
670-7000-473.26-01	CONTRACTUAL SVC-UTILITIES / UTILITIES-BANNING	12,000.00	12,000.00	24,000.00
670-7000-473.27-75	COST OF GOODS/SVC-RESALE / EV CHARGING STATION	-	1,000.00	1,000.00
670-7000-473.50-01	INTERFUND SERVICE PYMTS / INTERFUND SVC-ADMINISTRN	3,177,300.00	-	3,177,300.00
670-7000-473.95-19	SPECIAL UTILITY CAP ITEMS / STREET LIGHTS	200,000.00	(185,000.00)	15,000.00
Total Expenditures Fund 670 - Department 7000		12,137,776.00	(158,663.00)	11,979,113.00
Total Fund 670 - Electric Fund - Revenue		31,773,000.00	(999,000.00)	30,774,000.00
Total Fund 670 - Electric Fund - Expenditures		30,635,693.00	(158,663.00)	30,477,030.00
Net Fund 670 - Electric Fund Balance		1,137,307.00	(840,337.00)	296,970.00

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
Fund 690 - Refuse Fund				
Revenue - Refuse Fund - Department - Refuse				
Expenditures - Refuse Fund - Department - Refuse				
690-9600-453.10-10	SALARY & WAGES / PAYROLL-REGULAR	115,607.00	3,840.00	119,447.00
690-9600-453.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	3,000.00	18,953.20	21,953.20
690-9600-453.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	-	1,186.00	1,186.00
690-9600-453.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	-	1,200.00	1,200.00
Total Expenditures Fund 690 - Department 9600		3,356,047.00	25,179.20	3,381,226.20
Total Fund 690 - Refuse Fund - Revenue				
		3,294,000.00	-	3,294,000.00
Total Fund 690 - Refuse Fund - Expenditures				
		3,356,047.00	25,179.20	3,381,226.20
Net Fund 690 - Refuse Fund Balance		(62,047.00)	(25,179.20)	(87,226.20)
Fund 700 - Risk Management Fund				
Revenue - Risk Management Fund - Department - Insurance - Workers Compensation				
Total Revenue Fund 700 - Department 5020				
		753,278.00	-	753,278.00
Expenditures - Risk Management Fund - Department - Insurance - Workers Compensation				
700-5020-480.29-08	CONTRACTUAL SVC-INSURANCE / WORK'S COMP INSUR PREMI	195,000.00	13,000.00	208,000.00
Total Expenditures Fund 700 - Department 5020		688,810.00	13,000.00	701,810.00
Revenue - Risk Management Fund - Department - Insurance - Liability Insurance				
Total Revenue Fund 700 - Department 5040				
		577,002.00	-	577,002.00
Expenditures - Risk Management Fund - Department - Insurance - Liability Insurance				
700-5040-480.29-03	CONTRACTUAL SVC-INSURANCE / LIABILITY INS PREMIUMS	525,000.00	2,000.00	527,000.00
700-5040-480.29-04	CONTRACTUAL SVC-INSURANCE / BLANKET BOND PREMIUMS	3,500.00	2,500.00	6,000.00
700-5040-480.29-05	CONTRACTUAL SVC-INSURANCE / AIRPORT LIAB PREMIUMS	20,000.00	(11,000.00)	9,000.00
Total Expenditures Fund 700 - Department 5040		1,164,477.00	(6,500.00)	1,157,977.00

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
Revenue - Risk Management Fund - Department - City Attorney		434,201.00	-	434,201.00
Total Revenue Fund 700 - Department 5300		434,201.00	-	434,201.00
Expenditures - Risk Management Fund - Department - City Attorney				
700-5300-480.10-10	SALARY & WAGES / PAYROLL-REGULAR	215,306.00	(215,306.00)	-
700-5300-480.10-51	SALARY & WAGES / INCENTIVE PAY	3,300.00	(3,300.00)	-
700-5300-480.10-70	SALARY & WAGES / COMP TIME PAYOFF	10,143.00	(10,143.00)	-
700-5300-480.10-71	SALARY & WAGES / VACATION PAYOFF	8,281.00	(8,281.00)	-
700-5300-480.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	9,947.00	(9,947.00)	-
700-5300-480.15-10	FRINGE BENEFITS / FICA	11,263.00	(11,263.00)	-
700-5300-480.15-15	FRINGE BENEFITS / PERS	56,403.00	(56,403.00)	-
700-5300-480.15-20	FRINGE BENEFITS / WORKERS COMP	9,255.00	(9,255.00)	-
700-5300-480.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,399.00	(1,399.00)	-
700-5300-480.15-40	FRINGE BENEFITS / LIFE INSURANCE	432.00	(432.00)	-
700-5300-480.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	20,000.00	(20,000.00)	-
700-5300-480.15-84	FRINGE BENEFITS / VEHICLE ALLOWANCE	3,000.00	(3,000.00)	-
700-5300-480.33-04	CONTRACT SVC-PROFESSIONAL / LEGAL SERVICES	75,000.00	348,729.00	423,729.00
Total Expenditures Fund 700 - Department 5300		436,888.00	-	436,888.00
Fund 702 - Fleet Maintenance Fund				
Revenue - Fleet Maintenance Fund - Department - Fleet Maintenance		1,309,847.00	-	1,309,847.00
Total Revenue Fund 702 - Department 3800				
Expenditures - Fleet Maintenance Fund - Department - Fleet Maintenance				
702-3800-480.10-30	SALARY & WAGES / OVERTIME	11,000.00	9,000.00	20,000.00
702-3800-480.23-06	CONTRACTUAL SERVICES / STAFF TRAINING	2,000.00	4,500.00	6,500.00
702-3800-480.23-49	CONTRACTUAL SERVICES / RECYCLING SERVICES	2,500.00	500.00	3,000.00
702-3800-480.25-03	CONTRACT SVC-EMPLOYEE SPC / TOOL ALLOWANCE	2,000.00	4,000.00	6,000.00
Total Expenditures Fund 702 - Department 3800		18,500.00	18,000.00	36,500.00
Total Fund 700 - Risk Management Fund - Revenue		1,843,030.00	-	1,843,030.00
Total Fund 700 - Risk Management Fund - Expenditures		2,355,542.00	6,500.00	2,362,042.00
Net Fund 700 - Risk Management Fund Balance		(512,512.00)	(6,500.00)	(519,012.00)

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
702-3800-480.25-06	CONTRACT SVC-EMPLOYEE SPC / OVERTIME MEALS	100.00	250.00	350.00
702-3800-480.26-05	CONTRACTUAL SVC-UTILITIES / TELEPHONE SVC	1,100.00	400.00	1,500.00
702-3800-480.30-02	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-BUILDINGS	2,000.00	1,000.00	3,000.00
702-3800-480.30-06	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-EQUIPMENT	12,500.00	37,500.00	50,000.00
702-3800-480.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	5,500.00	500.00	6,000.00
702-3800-480.41-04	SUNDRY CHARGES/SPC PRGRMS / LICENSES/PERMITS/FEES	7,000.00	3,000.00	10,000.00
702-3800-480.89-49	NONCAPITALIZED ASSETS / COMPUTER SOFTWARE	-	6,000.00	6,000.00
702-3800-480.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	-	3,500.00	3,500.00
702-3800-480.90-15	CAPITAL EXPENDITURES / BUILDING IMPROVEMENTS	-	15,000.00	15,000.00
702-3800-480.90-56	CAPITAL EXPENDITURES / MACHINERY/EQUIPMENT	-	21,500.00	21,500.00
Total Expenditures Fund 702 - Department 3800		1,308,597.00	106,650.00	1,415,247.00

Total Fund 702 - Fleet Maintenance Fund - Revenue	1,309,847.00	-	1,309,847.00
Total Fund 702 - Fleet Maintenance Fund - Expenditures	1,308,597.00	106,650.00	1,415,247.00
Net Fund 702 - Fleet Maintenance Fund Balance	1,250.00	(106,650.00)	(105,400.00)

Fund 703 - Information Systems Services Fund

Revenue - Information Systems Services Fund - Department - Information Systems Services			
703-3700-374.51-71	INTERNAL SERVICE REVENUES / COMPUTER SVC-GENERAL FU	303,356.00	36,466.00
703-3700-374.51-72	INTERNAL SERVICE REVENUES / COMPUTER SVC-OTHER FUND	330,915.00	119,060.80
Total Revenue Fund 703 - Department 3700		634,571.00	155,526.80
Expenditures - Information Systems Services Fund - Department - Information Systems Services			
703-3700-480.10-10	SALARY & WAGES / PAYROLL-REGULAR	271,045.00	89,714.98
703-3700-480.10-70	SALARY & WAGES / COMP TIME PAYOFF	7,328.00	862.64
703-3700-480.10-71	SALARY & WAGES / VACATION PAYOFF	5,720.00	862.64
703-3700-480.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	6,871.00	862.64
703-3700-480.15-10	FRINGE BENEFITS / FICA	20,241.00	7,061.18
703-3700-480.15-15	FRINGE BENEFITS / PERS	70,228.00	22,428.74
703-3700-480.15-20	FRINGE BENEFITS / WORKERS COMP	7,784.00	1,865.18
703-3700-480.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,762.00	1,004.80
Total Expenditures Fund 703 - Department 3700		360,759.98	8,190.64
			6,582.64
			7,733.64
			27,302.18
			92,656.74
			9,649.18
			2,766.80

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
703-3700-480.15-40	FRINGE BENEFITS / LIFE INSURANCE	626.00	864.00	1,490.00
703-3700-480.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	51,132.00	30,000.00	81,132.00
Total Expenditures Fund 703 - Department 3700		634,271.00	155,526.80	789,797.80
Total Fund 703 - Information Systems Services Fund - Revenue		634,571.00	155,526.80	790,097.80
Total Fund 703 - Information Systems Services Fund - Expenditures		634,271.00	155,526.80	789,797.80
Net Fund 703 - Information Systems Services Fund Balance		300.00	-	300.00

Fund 761 - Utility Billing Administration Fund

Revenue - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service				
761-3100-371.50-41	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-WATER	323,755.00	544.58	324,299.58
761-3100-371.50-42	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-ELECTRIC	642,083.00	1,080.02	643,163.02
761-3100-371.50-43	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-WASTEWAT	234,589.00	394.59	234,983.59
761-3100-371.50-44	INTERNAL SERVICE REVENUES / BUS OFFICE SVC-REFUSE	241,259.00	405.81	241,664.81
Total Revenue Fund 761 - Department 3100		1,722,286.00	2,425.00	1,724,711.00
Expenditures - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service				
761-3100-480.89-48	NONCAPITALIZED ASSETS / COMPUTER HARDWARE	1,000.00	1,000.00	2,000.00
761-3100-480.89-56	NONCAPITALIZED ASSETS / MACHINERY/EQUIPMENT	1,000.00	1,425.00	2,425.00
Total Expenditures Fund 761 - Department 3100		1,722,286.00	2,425.00	1,724,711.00
Revenue - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service - Meter Reading & Service				
761-3110-371.50-21	INTERNAL SERVICE REVENUES / METER/SVC COSTS-WATER	299,464.00	37,324.01	336,788.01
761-3110-371.50-22	INTERNAL SERVICE REVENUES / METER/SVC COSTS-ELECTRI	299,463.00	37,324.01	336,787.01
Total Revenue Fund 761 - Department 3110		598,927.00	74,648.02	673,575.02
Expenditures - Utility Billing Administration Fund - Department - Utility Billing, Account & Collection Service - Meter Reading & Service				
761-3110-480.10-10	SALARY & WAGES / PAYROLL-REGULAR	243,684.00	38,680.51	282,364.51
761-3110-480.10-70	SALARY & WAGES / COMP TIME PAYOFF	3,726.00	1,115.78	4,841.78
761-3110-480.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	7,453.00	1,785.25	9,238.25
761-3110-480.15-10	FRINGE BENEFITS / FICA	21,835.00	4,760.50	26,595.50
761-3110-480.15-15	FRINGE BENEFITS / PERS	62,871.00	9,670.13	72,541.13
761-3110-480.15-20	FRINGE BENEFITS / WORKERS COMP	17,555.00	3,202.63	20,757.63

RESOLUTION 2017-67 EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
761-3110-480.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	1,570.00	433.22	2,003.22
761-3110-480.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	72,000.00	15,000.00	87,000.00
	Total Expenditures Fund 761 - Department 3110	598,927.00	74,648.02	673,575.02
	Total Fund 761 - Utility Billing Administration Fund - Revenue	2,321,213.00	77,073.02	2,398,286.02
	Total Fund 761 - Utility Billing Administration Fund - Expenditures	2,321,213.00	77,073.02	2,398,286.02
	Net Fund 761 - Utility Billing Administration Fund Balance	-	-	-

ATTACHMENT 3

RESOLUTION 2017-13 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING AMENDING ITS 2017-18 FISCAL BUDGET PER THE MID-CYCLE REVIEW RECOMMENDATIONS AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN, APPROVING BUDGETARY POLICIES AND RECOMMENDATIONS

WHEREAS, the budget for fiscal year 2017-18 of the Banning Utility Authority (Authority) has been adopted by this Authority in its original form, and said budget will need to be amended at times to fulfill the goals of the Authority; and

WHEREAS, the Authority departments may not exceed their appropriations by character of expense, with expense being defined as personnel services, services and supplies, capital outlay, debt service and inter-fund transfers, without the consent of the City Manager; and

WHEREAS, the Authority may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by the Authority Board; and

WHEREAS, the Authority departments may not hire in excess of the approved number of positions in job classification as indicated by the budget detail without the consent of the Authority Board; and

WHEREAS, the two-year budget is reviewed during a Mid-Cycle Review process that results in recommended budget adjustments and continued appropriations to reflect extended projects and unforeseen changes in revenue or expenditure requirements that require Authority Board approval;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: The Authority Board approves the Mid-Cycle Budget Adjustments and appropriations for the Authority funds as detailed by account in Exhibit "A".

PASSED, APPROVED AND ADOPTED this 11th day of July 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary
Banning Utility Authority

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

John C. Cotti, Interim Authority Counsel
Jenkins & Hogan, 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 2017-13 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 11th day of July, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, Secretary
Banning Utility Authority

RESOLUTION 2017-13 UA EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
Fund 660 - Water Fund				
Revenue - Water Fund - Department - Water				
Total Revenue Fund 660 - Department 6300		8,644,850.00	-	8,644,850.00
Expenditures - Water Fund - Department - Water				
660-6300-471.10-10	SALARY & WAGES / PAYROLL-REGULAR	969,370.00	30,628.15	999,998.15
660-6300-471.10-70	SALARY & WAGES / COMP TIME PAYOFF	22,522.00	848.89	23,370.89
660-6300-471.10-71	SALARY & WAGES / VACATION PAYOFF	10,227.00	1,131.85	11,358.85
660-6300-471.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	34,966.00	1,358.22	36,324.22
660-6300-471.15-10	FRINGE BENEFITS / FICA	94,353.00	3,080.44	97,433.44
660-6300-471.15-15	FRINGE BENEFITS / PERS	259,114.00	7,357.04	266,471.04
660-6300-471.15-20	FRINGE BENEFITS / WORKERS COMP	43,846.00	1,322.21	45,168.21
660-6300-471.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	6,277.00	329.60	6,606.60
660-6300-471.15-40	FRINGE BENEFITS / LIFE INSURANCE	1,122.00	216.00	1,338.00
660-6300-471.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	227,114.00	7,500.00	234,614.00
660-6300-471.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	3,100.00	5,922.28	9,022.28
660-6300-471.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	17,750.00	7,620.63	25,370.63
660-6300-471.23-04	CONTRACTUAL SERVICES / POSTAGE/MAILING COSTS	1,750.00	3,250.00	5,000.00
660-6300-471.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	2,500.00	375.00	2,875.00
660-6300-471.23-37	CONTRACTUAL SERVICES / NPDES STORM WATER EXPENSE	55,000.00	(30,000.00)	25,000.00
660-6300-471.26-01	CONTRACTUAL SVC-UTILITIES / UTILITIES - BANNING	1,650,000.00	(400,000.00)	1,250,000.00
660-6300-471.27-14	COST OF GOODS/SVC-RESALE / WATER PURCHASE - RESALE	575,000.00	(75,000.00)	500,000.00
660-6300-471.30-17	CONTRACT SVC REPAIR/MAINT / REPAIR/MAINT-SOFTWARE	7,500.00	8,500.00	16,000.00
660-6300-471.36-08	DEPARTMENTAL SUPPLIES / CHEMLS/GASES/POOL SUP/DRG	31,037.00	3,963.00	35,000.00
660-6300-471.41-46	SUNDRY CHARGES/SPC PRGRMS / COMMUNITY PROMOTIONS	60,000.00	(25,000.00)	35,000.00
660-6300-471.45-07	SPECIAL UTILITY COSTS / RESERVOIR EXPENSES	9,000.00	20,000.00	29,000.00
660-6300-471.90-51	CAPITAL EXPENDITURES / AUTOMOTIVE EQUIPMENT	-	75,000.00	75,000.00
660-6300-471.90-52	CAPITAL EXPENDITURES / VEHICLES	-	15,000.00	15,000.00
Total Expenditures Fund 660 - Department 6300		10,341,572.00	(336,596.69)	10,004,975.31

RESOLUTION 2017-13 UA EXHIBIT A

Account	Description	Adopted FY18 Budget	Proposed Budget Adjustments for FY 2018	Proposed FY18 Budget
	Total Fund 660 - Water Fund - Revenue	8,644,850.00	-	8,644,850.00
	Total Fund 660 - Water Fund - Expenditures	10,341,572.00	(336,596.69)	10,004,975.31
	Net Fund 660 - Water Fund Balance	(1,696,722.00)	336,596.69	(1,360,125.31)

Fund 680 - Wastewater Fund

Revenue - Wastewater Fund - Department - Wastewater				
		3,222,104.00	-	3,222,104.00
Total Revenue Fund 680 - Department 8000				
Expenditures - Wastewater Fund - Department - Wastewater				
680-8000-454.10-10	SALARY & WAGES / PAYROLL-REGULAR	389,223.00	30,628.15	419,851.15
680-8000-454.10-70	SALARY & WAGES / COMP TIME PAYOFF	9,018.00	848.89	9,866.89
680-8000-454.10-71	SALARY & WAGES / VACATION PAYOFF	6,661.00	1,131.85	7,792.85
680-8000-454.10-72	SALARY & WAGES / SICK LEAVE PAYOFF	12,121.00	1,358.22	13,479.22
680-8000-454.15-10	FRINGE BENEFITS / FICA	33,523.00	3,080.44	36,603.44
680-8000-454.15-15	FRINGE BENEFITS / PERS	102,954.00	7,357.04	110,311.04
680-8000-454.15-20	FRINGE BENEFITS / WORKERS COMP	15,761.00	1,322.21	17,083.21
680-8000-454.15-30	FRINGE BENEFITS / UNEMPLOYMENT INSURANCE	2,514.00	329.60	2,843.60
680-8000-454.15-40	FRINGE BENEFITS / LIFE INSURANCE	767.00	216.00	983.00
680-8000-454.15-80	FRINGE BENEFITS / BENEFIT ALLOWANCE	82,884.00	7,500.00	90,384.00
680-8000-454.23-01	CONTRACTUAL SERVICES / ADVERTISING/PUBLISHING	1,500.00	5,922.28	7,422.28
680-8000-454.23-03	CONTRACTUAL SERVICES / DUES/SUBSCRIPTIONS	750.00	370.63	1,120.63
680-8000-454.23-05	CONTRACTUAL SERVICES / TRAVEL/CONFERENCES	1,250.00	375.00	1,625.00
680-8000-454.90-52	CAPITAL EXPENDITURES / VEHICLES	-	15,000.00	15,000.00
		3,144,474.00	75,440.31	3,219,914.31
Total Expenditures Fund 680 - Department 8000				
Total Fund 680 - Wastewater Fund - Revenue		3,222,104.00	-	3,222,104.00
Total Fund 680 - Wastewater Fund - Expenditures		3,144,474.00	75,440.31	3,219,914.31
Net Fund 680 - Wastewater Fund Balance		77,630.00	(75,440.31)	2,189.69



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: July 11, 2017

SUBJECT: Policy B-31 Administrative Procedures – Acquisitions, Leasing, and Dispositions of City-Owned Real Property

RECOMMENDATION:

Consider adoption of Administrative Procedures – Finance Policies – Policy B-31, titled Acquisitions, Leasing, and Dispositions of City-Owned Real Property.

COMMITTEE RECOMMENDED ACTION:

On May 24 and June 27, 2017, the Economic Development Ad-Hoc Committee reviewed and recommended approval of the Acquisitions, Leasing, and Dispositions of City-Owned Real Property.

BACKGROUND:

The City has accumulated approximately 2,814.46 acres of real property since incorporation. Many of these land parcels have specific purposes and are required for infrastructure, public facilities, and open space. However, the City also owns real property with commercial value that it may utilize to stimulate private development, or future develop of other City projects.

The Acquisitions, Leasing, and Dispositions of City-Owned Real Property Policy seeks to provide a formal set of procedures for the organization to buy and sell real property and to lease both vacant land and buildings

ISSUES/ANALYSIS:

In January 2017, staff presented an overview of the City's real property holdings. At that time, the Council directed staff to work with the Economic Development adhoc Committee to determine a strategy for the City's real property holdings. A follow up study session was held on July 11, 2017 to present the committee's recommendations and seek direction to move forward in various ways on various real property.

As the City's Successor Agency winds down the redevelopment agency, excess real property holdings were identified and required to be transferred or sold. With adoption of this policy, the remaining properties not transferred can now be disposed of through a consistent, defined process. Additionally, the policy addresses:

- Defines procedure required to declare City-Owned property 'Surplus' that may then be sold or transferred for purposes other than public need (i.e. infrastructure, parks);
- Provides guidance for appraising real property;
- Identifies methods for disposition and lease of City-Owned real property;
- Specifies responsibility for improvements and utilities for leased facilities; and
- Provides a formula for escrow and (lease) security deposits.

FISCAL IMPACT:

None.

ALTERNATIVE:

1. Reject Policy B-31 and provide staff with alternative direction.

ATTACHMENT:

1. Policy B-31 – Acquisitions, Leasing, and Dispositions of City-owned Real Property

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

City of Banning Acquisitions, Leasing, and Dispositions of City- Owned Real Property		POLICY NO: B— 2831
		ORIGINATING DEPARTMENT: Community
		Reference: <u>Administrative</u>
SUPERCEDES: None	EFFECTIVE DATE: July 11, 2017	PAGES 28
APPROVED BY CITY MANAGER: Alejandro Diaz		

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~~COUNCIL POLICY MANUAL~~

~~Policy 1.2.7—Acquisitions, Leasing, and Dispositions of City-Owned Real Property~~

Policy Purpose:

This policy addresses the City’s need to acquire, lease, and dispose of real property land in order to provide services to the community now and in the future.

It is the purpose of this policy to provide guidance for the acquisition, lease, and disposition of City-owned real property. A cautious, deliberate, and flexible decision-making process is needed to manage the City’s real property assets.

Definitions:

Surplus Real ProoertyLand Land and buildings that are owned by the City of Banning and determined surplus by their use agency and City Council. ~~[We use land and real property. I would go with real property]~~

Developable Property Land that can be independently improved.

Undevelopable Property ~~_____~~ land. Land that can only be developable with the consolidation of adjacent

Solicited Offers ~~AnFormally requested~~ offers formally requested by the City of Banning to acquire or lease City-owned property. for sale of property by the City of Banning.

Unsolicited Offers ~~An offers to acquire or lease City-owned property~~ received with no formal initial solicitation by the City of Banning.

Policy Statement:

In all real property transactions, consideration must be given to the City's near and long-term goals and the public benefit derived from the use. Using an approach that will best accomplish the City's objectives given the circumstances at the time should be the guiding principle. It is the City's policy to manage its real property assets to further City goals.

1. Establishment of a Real Property Accounting Fund

The City shall establish a ~~restricted fund; to be used for real property sale and lease proceeds; and~~ to fund normally associated sales and real estate property marketing costs. The fund will be identified as the Real Property Fund. The City Council shall have the discretion to reallocate funds in the Real Property Fund to the City's general fund.

2. Acquisition of Real Property for Municipal Purposes

Real property shall be acquired for current or future municipal purposes, and/or to benefit the community. The City shall acquire real property in accordance with:

- A. Offers to purchase real property shall only be made after direction has been provided by the City Council that identifies the amount of funds available and the purpose of the acquisition. Once a budget appropriation has been approved, authority to make offers to purchase real property is delegated to the City Manager up to the appropriation limit for the purpose identified when funds were appropriated.
- B. The City shall require a qualified appraiser to determine Fair Market Value ("FMV"). The FMV shall be provided to City Council prior to its final decision to purchase real property.
- C. Every effort shall be made to acquire real property through negotiations, reserving the use of eminent domain for those circumstances when immediate possession is required and the parties have reached impasse (property cannot be acquired through negotiation at cost approximating current market value).
- D. A high priority will be given to acquiring undeveloped land needed to meet City goals. Developed land should be acquired in reasonable proximity to the time the property is desired for City purposes.

- E. Prior to the acquisition of real property and in conjunction with escrow instructions, a professional title search and preliminary Title Report shall be completed.
- F. The City shall comply with requirements of the California Environmental Quality Act.
- G. The City may choose to be represented by a broker or other third party professionals in acquiring real property due to the complexity of the transaction, market conditions and other circumstances at the time. The selection of a real estate broker to provide real estate services shall be subject to the City's adopted procurement procedures for professional services.

The Policy shall not apply to acquisition of real property when accepted by donation, dedication via the development review process and/or in-lieu of fees, right-of-ways, easements, or by property exchange.

3. Lease of City-Owned Real Property

Real property held for future use may be leased ~~for-profit~~ when deemed appropriate and approved by the City Council. Property leased to outside entities should be based on the current market rent except when Council finds there is a public purpose for leasing at a lower rate.

- A. Revenue from the leasing of City-owned property shall be deposited into the Real Property Fund, ~~except when a fund no longer exists, it will be at the direction of the City Council.~~

4. Disposition of Surplus Property

Real property that is no longer needed for current or future municipal purposes, which does not provide a direct benefit to the community, shall be considered surplus property. Disposing of surplus property shall be done in a manner to maximize the benefit to the community and should be done whenever real estate market conditions are favorable to the City. Disposition of City-owned real estate shall be done as follows:

- A. The City Council, by resolution, shall declare City-owned property as surplus property and authorize sale/lease of property in compliance with the requirements of Government Code Section 54220 related to the sale of surplus land. The decision by City Council to declare City-owned property surplus shall

be made during a public hearing. Public notice of the hearing shall include mailed notices to surrounding residents and/or property owners not less than ten (10) calendar days before the public hearing. Mailed notices shall be sent to a minimum of a 500 foot radius for properties of less than one acre and not less than 1000 feet for properties greater than one acre.

- B. Determination on Value of Land – The City shall evaluate the benefits of sale of surplus property based on relevant factors including: (a) the value of the property based on an appraisal or broker’s opinion of value, as appropriate, which is not more than six (6) months old at the time the property is presented to the City Council to complete the sale of a property, except that an appraisal will not be needed on the property that does not exceed \$50,000.00 in value; (b) prevailing economic conditions and recent applicable trends, and (c) any special benefits to the community accrued from the sale, or exchange.
- C. The City shall comply with any applicable state or federal laws for disposal of certain types of properties (e.g., parks, roads, private deed restrictions, affordable housing).
- D. The City may use any of the following methods or combination thereof to maximize the benefit to the community. Methods of disposition should be determined on a case-by-case basis and may include:
 - Auction
 - Negotiated Sale
 - Exchange
 - Lease
 - Sealed Bids

Discounts will not be negotiated unless an extraordinary need or circumstance is recognized by the City Council prior to negotiation, setting forth the amount of the discount and the justification for it. The purpose of this requirement is to demonstrate to the community that the City is not making a gift of public assets.

- E. Solicitation of Offers by Invitation for Bids
 - a. Invitation for Bids – If determined that it is in the best interest of the City to sell or lease surplus real estate with regard to price only, the City Manager or designee shall invite competitive sealed bids for such real estate. All Invitations for Bids shall:
 - i. Be expressly conditioned on Council approval of the sale of the real estate to the successful bidder;
 - ii. Provide that bids will be evaluated solely on the basis of the price and relevant terms not related to price as stated in the bid;

- iii. Require that each bid be received by the City Manager or designee no later than a specifically stated date and hour; and
 - iv. Require that a deposit in accordance with this policy accompany each bid.
- b. Solicitation – All Invitations to Bid shall be initiated:
- i. Formal bids shall be posted at City Hall and shall be published at least once in a newspaper of general circulation as required by State law, and, if applicable, in appropriate trade publications and on the City's Web site;
 - ii. The date of publication shall be at least 10 days before the due date;
 - iii. All formal bids shall be sealed and shall be publicly opened and read at the date, time, and place indicated in the published notice; and
 - iv. Alternatively, electronic transmissions including, but not limited to, the issuance of solicitation documents and the receipt of responses thereto are permitted.
- c. Acceptance or Rejection of Bids – Once the date and hour for the receipt of bids has passed and the bids have been evaluated, the sale of the real estate will be recommended to Council if the bid has met minimum pricing requirements, the bidder has complied with the conditions of this section and offers the highest price for the City-owned real estate. No other criteria shall be considered in evaluating bids solicited under this section.

F. Solicitation of Offers by Request for Proposals

- a. Request for Proposals – If the City Manager determines that it is in the best interest of the City to sell or lease surplus real estate with regard to factors other than price, but which may include price, the City Manager shall request proposals for the real estate. All Requests for Proposals shall:
- i. Be expressly conditioned on Council approval of the sale of the real estate to the successful proposer;
 - ii. Set forth in detail the factors upon which the proposals received pursuant to that request will be evaluated;
 - iii. Require that each proposal be received by the City Manager's designee no later than a specifically stated date and hour;

- iv. Require, if deemed necessary by the City, additional information such as proposed future redevelopment plan schematics, drawings or other relevant information;
 - v. Require that each proposal be accompanied by a deposit in accordance with this policy; and
 - vi. Clearly state the requirements of this policy.
- b. Solicitation – All Requests for Proposals shall be solicited:
- i. Formal bids shall be posted at City Hall and shall be published at least once in a newspaper of general circulation as required by State law, and, if applicable, in appropriate trade publications and on the City's Web site;
 - ii. The date of publication shall be at least 10 days before the due date;
 - iii. All formal bids shall be sealed and shall be publicly opened and read at the date, time, and place indicated in the published notice; and
 - iv. Alternatively, electronic transmissions including, but not limited to, the issuance of solicitation documents and the receipt of responses thereto are permitted.
- c. Evaluations of Proposals, Factors – Each offeror proposal may be evaluated based on any or all of the following factors listed below provided such factors are enumerated in the Request for Proposal:
- i. The proposed use of the real estate;
 - ii. The financial ability of the proposer to develop the real estate based on the proposed use;
 - iii. The experience of the proposer in the development and use of properties for uses similar to the proposed use;
 - iv. The effect of the proposed use on other properties;
 - v. The compatibility of the proposed use with the City's Master Plan;
 - vi. The price the proposer offers to pay for real estate;
 - vii. The anticipated tax revenue based on the proposed use; and
 - viii. Such other evaluation factors the City may deem appropriate to the proposal.
- d. Proposal Evaluations –

- i. After the Purchasing Officer has reviewed each vendor's proposal to determine that they are complete, the proposals are then forwarded to the Department and/or committee members for evaluation;
 - ii. During the period of evaluation and prior to Award, possession of proposals and accompanying information is limited to personnel responsible for participating in the evaluation;
 - iii. Any communications with vendors must be approved in advance through the Purchasing Officer handling the bid process;
 - iv. Recommendation for Award must be in written form and must address how each vendor has met or failed to meet the evaluation criteria stated in the RFP; and
 - v. All areas of non-conformity with any terms, conditions, or listed specifications must be clearly stated in the evaluation.
- e. Negotiation -
 - i. When all proposals are determined to be non-responsive, all must be rejected and a new RFP shall be issued;
 - ii. Negotiation is permitted during an informal quote process and when only one bid resulting from an IFB is received during the competitive bid process; and
 - iii. The negotiation process is also permitted during the RFP process. When written evaluations support it, the Purchasing Officer may authorize negotiation with each vendor whose proposal can reasonably be expected to be amended to meet the needs of the City.
- f. Acceptance or Rejection of proposals – Once the date and hour for receipt of proposals has passed and the proposals have been evaluated, the offeror whose proposal complies with the conditions in this policy and determined to be in the best interest of the City, and a real estate sales contract has been negotiated, the proposed sale will be contingent upon final approval by the City Council.

5. Acceptance of Unsolicited Offers

- A. Unsolicited offers, to purchase or lease City real ~~estate-property~~ may be accepted or rejected by the City Manager in his or her discretion based upon what is in the best interest of the City. Council shall be notified of any

unsolicited offer and its disposition by the City Manager. Before disposition, the property must be declared surplus and the final purchase agreement must be approved by the City Council.

- B. Unsolicited offers shall be evaluated using the evaluation factors listed under the Solicitation of Offers by Request for Proposal section of this policy. If an unsolicited offer is made to purchase City-owned real estate, the City Manager shall evaluate the offer and determine the appropriate review process based on the following factors:
- a. If the subject real estate is deemed independently developable, the offeror has complied with this policy, and the offer is deemed potentially to be in the best interest of the City, the City Manager shall notify Council of the unsolicited offer. Provided authorization is granted by Council to entertain the offer, the City Manager shall publicly solicit additional offers following the Solicitation of Offers by Request for Proposal process outlined in this policy for a minimum of sixty (60) days. All proposals shall then be reviewed using Section F of this policy.
 - b. If the subject real estate is a parcel that is not independently developable without the consolidation of adjacent land, only offers from adjacent land owners, or the contract purchasers of the adjacent land, will be accepted. The City Manager shall provide Council with notice of the unsolicited offer. If the offer is recommended as in the best interest of the City and subject land is undevelopable as is, the City Manager shall notify any landowner immediately adjacent to the subject City real property, providing notice and soliciting additional offers. When additional offers are received within thirty (30) days of notice being sent, evaluation of offers shall be consistent with this policy. In the event that no additional offers are received from adjacent landowners, the City Manager may enter into final negotiations to address critical factors of the offer, including price, and proposed use have been resolved, and then initiate the requisite other necessary approved processes for final decision-making by the City Council.
 - c. Requiring Deposit from Offeror – Unsolicited offers to purchase City-owned real estate will not be evaluated until the offeror submits a deposit in accordance with this policy.
 - d. Any unsolicited offer shall provide detailed written information with that offer consistent with the Evaluation of Proposals section in Section F(d) above. If any unsolicited offer is determined not to be complete in regard to the level of detail, the City Manager may request additional

information from the offeror, and reject such proposal if the City Manager determines that further consideration of the submittal unsolicited proposal is not warranted.

6. Deposit

A deposit in the form of certified funds or a cashier's check in an amount equal to five (5) percent of the proposed purchase price or \$100.00, whichever is greater, shall be required at the time such offer, bid or proposal. At the time the City Manager and the selected offeror enters into a contingent real estate sales contract, the deposit shall be increased to ten (10) percent. The proceeds of the certified funds or cashier's check shall be applied to the purchase price of the City -owned real estate if the Council accepts the offer, bid or proposal. The City may retain or release the proceeds of the deposit based on terms it outlines in any solicitation issued by the City. However, the City shall not forfeit or waive any other remedies or rights the City may have otherwise by retaining the proceeds of the deposit. At the time either the City Manager determines a proposal not to be responsive and responsible, or if the Council either accepts an offer, bid or proposal or rejects an offer, bid or proposal, the deposit submitted by each unsuccessful offeror, bidder, or proposer shall be returned to that offeror, bidder or proposer as soon as possible.

7. The City Manager may approve other rules and process related to the disposition or real estate as outlined above, as determined in the best interest of the City to effectuate the intent of this real estate disposition policy. Such rules and processes shall not be inconsistent with this disposition policy.
8. The City Manager shall develop appropriate mechanisms for public input and participation in the development of recommendations to dispose of real estate, as well as in any land use planning upon which the real estate sale is contingent. This shall include consultation with the civic association which represents the neighborhood in which the property is located, if any.
9. All solicited and unsolicited offers shall be considered proprietary and protected information until such time that a recommendation to sell the real estate to a specific buyer is placed on the regular City Council agenda and acted upon by Council.

10. In the case of a public entity or non-profit City-related entity, including but not limited to the Banning Unified School District, County of Riverside, the City, at the direction of City Council, may decide to forgo a competitive sale process for the disposition of City property, and negotiate the sale of City property with those entities.

11. In recognition that the City may decide it is in the City's best interest to lease a surplus City property long term and not sell it, notwithstanding the use of the words "purchase", "sale", "sold" in this policy, the term "lease" or "leased" may be substituted to effectuate the guidelines for a lease transaction.

12. Costs associated with the disposition of property shall come from proceeds of the sale or charged to the fund which owns the property. Unless otherwise directed by the City Council, net proceeds from disposition of surplus property owned by the General Fund Reserve shall be placed into the Real Property Fund and documented. Proceeds from the sale of land or facilities originally purchased with monies from a specific fund shall be returned to that fund, except when a fund no longer exists, it will be at the direction of the City Council.

13. Sales of real property shall be on an all-cash basis or on other terms at the discretion of the City Council and in the best interest of the City.

14. Broker Representation – The City may represent itself in real estate transactions; however, the City may from time to time authorize a brokerage agreement for the disposition of property. In such cases, the brokerage fee shall be as specified in the agreement between the City and the broker. The selection of a real estate broker to provide real estate services shall be subject to the City adopted procurement procedures for professional services.

15. Records and Reporting
 - A. City-owned Real Estate and Surplus Real Estate – The Community Development Department shall prepare and maintain records and that enumerate:
 - a. All parcels of City-owned real estate; and
 - b. All City-owned real estate that any City officer reports is no longer needed for municipal or public purposes, the City Manager

recommendations for the disposal of such real estate in accordance with this policy.

- B. Upon determining that specific City-owned property is no longer needed for municipal or public purposes, the City Manager shall report such real estate with recommendation for the disposal of such to City Council.

16. Leasing of City-Owned Real Property

- A. Criteria for Leasing - City property shall be considered for leasing when one or more of the following criteria apply:
 - a. The property is not required for current municipal use, but is to be held for possible future use and can be leased as an interim measure.
 - b. The property can only be leased because of legal restraints. For example, property held under restricted funds, grants or as dedicated parks.
 - c. The City requires substantial control over development, use and reuse of the property.
 - d. The property has the immediate potential of a high return to the City because of its high demand and type of use, such as commercial and industrial land.
 - e. The property can be efficiently utilized by a provider of services needed by the City.
 - f. The property can be leased to promote a substantial economic development opportunity.
- B. Lessee Selection for New Leases - Competitive offers for lease of City property shall be solicited from the open market place. This may be accomplished through a number of marketing techniques, such as Request for Proposals (RFPs). – A marketing subscription system, direct advertising, use of a Multiple Listing Service (MLS), listing with a broker, posting the property and any other appropriate means.

In certain limited situations, the City may exclusively consider a single proposal for lease of City property. Potential lessees wishing to exclusively negotiate with the City must submit for City staff review a business case with sufficient justification as to how it is capable of optimizing the use of the property and return to the City, thereby negating the need for a

competitive process. This information will be included when the lease transaction is presented for City Council approval.

Leasehold proposals shall be evaluated in terms of:

- a. The degree to which the proposed use is in compliance with the City's strategic plan for the property.
- b. In terms of the amount of consideration offered in the form of rent.
- c. In terms of the financial feasibility of the proposal.
- d. The capability, expertise and experience of the potential lessee with respect to the proposed leasehold development and operation.
- e. If new development is proposed, a development plan that includes a description of the development team and its qualifications.
- f. The details of each person or entity that will have an interest in the proposed lease
- g. Special public benefits to be derived (if any).

C. Rental Terms - Rental terms may be negotiated on the basis of fixed rates (flat rent leases) or percentages of the lessee's gross income derived from business conducted on the property, with a provision for a minimum rental (percentage leases).

D. Percentage Leases

Minimum Rent

The minimum rent component for a new percentage lease shall be set at no less than eighty percent (80%) of the fair market rent as defined above. In certain cases, a portion of the minimum rent may be abated for new construction or redevelopment on the leasehold. The minimum rent shall be adjusted upward throughout the duration of the lease at intervals of not more than every five (5) years to reflect no less than eighty percent (80%) of the average annual rent actually paid or accrued during the three (3) years preceding the adjustment. In no event shall the adjusted minimum rent be less than the minimum rent in existence immediately preceding the adjustment.

E. Flat Rate Leases

Market Rate Adjustments

Flat rate leases shall provide for upward adjustment of rent every ten (10) years to current fair market rent. In no event shall the adjusted rent be lower than the rent in existence immediately preceding the adjustment.

Consumer Price Index Adjustments

Flat rate leases shall provide for upward adjustment of rent in the interval term between market rate adjustments by changes in the consumer price index. In no event shall the adjusted rent be lower than the rent in existence immediately preceding the adjustment. The index used for consumer price index adjustments will be the All Urban Consumers index for Los Angeles - Riverside - Orange County, California with a base year of 1982-84. If the U.S. Department of Labor indices are no longer published, another substitute index generally recognized as authoritative will be used. Flat rate leases may include pre-determined periodic increases to rent instead of consumer price index adjustments. These periodic increases would occur at least every five (5) years.

F. Appraisal Assumptions

City leases shall include a definition of the fair market value to be used to adjust rent and identification of the premise for that value. In establishing the fair market value of leased property, any appraisal shall consider the property as a fee simple absolute estate and as vacant and available for lease or sale for the authorized purposes of the lease at the commencement of the rental period under review.

Rates established for purposes of periodic percentage rental adjustments shall not consider any abatement as may be appropriate in a "new" development of vacant land. It shall also be assumed that all required regulatory approvals to permit the use authorized in the lease have been obtained.

G. Lease Term

Long-Term Lease

A lease in excess of one (1) year requires a resolution passed by a majority vote of all members of the City Council.

The City may consider information in determining if a longer lease term is warranted, such as if the proposed leasehold development is expected to generate above average returns to the City or significantly improve the quality of the property.

H. Lease Amendments

Amendments to leases require City Council approval. The City's agreement to an amendment may be contingent upon updating sections of the lease to incorporate current City standard lease provisions and an adjustment to fair market rent.

I. Subleases

A lessee may sublease all or part of the leased property to a qualified sublessee subject to approval by the City. No sublease shall be approved which would be detrimental to the City's rights under the master lease or for a use that is not consistent with uses allowed by the master lease. The City Manager may authorize subleases which meet these conditions and which do not require amendment of the master lease. Unless special circumstances exist, leases shall provide for the City to receive a minimum of fifty percent (50%) of the incremental gross rental revenues due to the lessee from subleases.

J. Leasehold Improvements

Leasehold improvements installed by lessees shall be removed at the lease termination without cost to the City, or will revert to the City, at the City's option. All leasehold improvements and alterations require prior written approval of the City Manager.

K. Maintenance and Utilities Responsibility

City leases shall require the lessee to maintain all improvements on the property at its own expense and be responsible for the cost of all utilities, unless otherwise authorized by the City Council.

L. Security Deposits

The standard security deposit for a new lease agreement shall be equivalent to one (1) month's rent. The security deposit may take the form of cash, an instrument of credit or a faithful performance bond. For a lessee making a substantial investment in improvements, the security deposit will be refunded upon completion of the improvements.

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: July 11, 2017

SUBJECT: Resolution 2017-72 Approving Billboard Relocation Agreement with Lamar Outdoor Central, Inc.

RECOMMENDED ACTION:

It is recommended that City Council consider:

1. Adopting Resolution 2017-72 approving Billboard Relocation Agreement with Lamar Central Outdoor, Inc.;
2. Authorizing the Mayor to execute the agreement; and
3. Authorizing the City Attorney to take such additional, related action that may be necessary.

BACKGROUND:

On March 22, 2016, the City Council approved Ordinance No. 1493 and Resolution No. 2015-96 – Billboard or Outdoor Advertising Signs Zone Text Amendment No. 15-97505 amending sign regulations to include billboard relocations. These actions provided guidelines for evaluating billboard relocation requests and the Zone Text Amendment were based upon specific findings, including:

- General Plan Economic Development Element Goal: A balanced, broadly-based economy that provides a full range of economic and employment opportunities, while maintaining high standards of development and environmental protection.

- General Plan Economic Development Policy 6: Encourage and facilitate highway-serving commercial development at appropriate Interstate 10 interchanges within the City limits.

In December 2016, Lamar Central Outdoor, Inc. (“Lamar”) submitted an application to demolish an existing billboard and to reconstruct the same size billboard approximately three hundred feet to the east (Attachment 3). Both the current and proposed billboards are situated on land sites owned by Lamar. In fact, Lamar owns a total of five contiguous lots between Ramsey Street and Interstate 10. The current billboard is located centrally within the five lots and the request is to relocate the billboard to the eastern side of these lots for the purpose of commercial development. Presently, the existing billboard creates challenges to constructing a new building. In addition, the existing billboard is older and not up to contemporary building standards, which causes challenges for changing out advertisements.

ISSUES/ANALYSIS:

Lamar’s request is consistent with the findings from the Zone Text Amendment approved by the City council on March 22, 2016. During this meeting, there was additional discussion indicating the Council would consider removal and replacement on a one to one basis. Lamar’s request is consistent with the intent of the City Council to consider approving a Billboard Relocation Agreement.

The project would include demolishing an existing billboard and reconstructing the same size billboard, approximately 300’ to the east. The proposed relocation would provide greater commercial development opportunity by providing a greater physical-sized site.

Consistent with Council’s March 22, 2016 action, the Billboard Relocation agreement requires Caltrans approval prior to issuance of a building permit.

The Billboard Relocation Agreement has been executed by Lamar and is attached for reference (Attachment 4).

As approval of this project could potentially affect the property owner adjacent (east) to the proposed site, the City notified the property owner by U.S. Mail of this hearing (Attachment 5).

FISCAL IMPACT:

None.

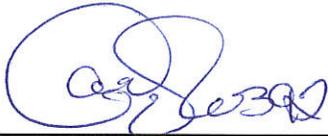
ALTERNATIVES:

1. Reject Billboard Relocation Agreement with Lamar Central Outdoors, Inc. and provide staff with alternative direction.

ATTACHMENTS:

1. Resolution 2017-72
2. Construction Permit Application for Billboard located at 3566 W. Ramsey Street
3. Diagram of current and proposed location of billboard
4. Partially executed Billboard Relocation Agreement
5. Public meeting notification to adjacent property owner

Approved by:

A handwritten signature in blue ink, appearing to read 'Alejandro Diaz', written over a horizontal line.

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A BILLBOARD RELOCATION AGREEMENT WITH LAMAR CENTRAL OUTDOOR, INC.

WHEREAS, the City of Banning adopted Ordinance No. 1493 and Resolution No. 2015-95 Billboard or Outdoor Advertising Signs Zone Text Amendment No. 15-97505 to include relocation of billboards; and

WHEREAS, the intent of above identified action was consistent with General Plan Economic Development Goal and Policies; and

WHEREAS, the approval of the Billboard Relocation Agreement will demolish an existing billboard and replace with a contemporary billboard with the same dimensions, but approximately three hundred lineal feet eastward, to accommodate for new commercial development;

WHEREAS, the applicant shall abide by all conditions contained within the Billboard Relocation Agreement, federal, state and local law, and guidelines contained in Banning City Council Resolution No. 2015-96; and

WHEREAS, the Billboard Relocation Agreement will authorize Lamar Central Outdoor, Inc. to inject new capital into the community and encourage commercial development that may result in the creation of jobs and long term revenue sources for the community.

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

1. Resolution No. 2017-72 is approved authorizing a Billboard Relocation Agreement with Lamar Outdoor Central, Inc.; and
2. The City Council authorizes the Mayor for the City of Banning to execute Billboard Relocation Agreement on behalf of the City of Banning in the form that is approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 11th day of July, 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 & Hugin, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-72 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 11th day of July, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2



City of Banning

Building Department

99 E. Ramsey Street • P.O. Box 998 • Banning, CA 92220-0998 • (951) 922-3120 • Fax (951) 922-3128

Construction Permit Application - Contractor

Prior to submittal to the Building Department, the project must be approved by Planning.

#1 IDENTIFY YOUR BUILDING PROJECT Billboard Structure #121

Property Address: 3566 W. Ramsey St.

This permit is to be issued in the name of the Licensed Contractor as the permit holder of record who will be responsible and liable for the construction.

Property Owner Information: Name Lamar Central Outdoor Inc Phone No. 760-327-4500

Mailing Address: 77583 El Dena Court, "J", Palm Desert, CA 92211

Description of work to be performed: Demo existing billboard and Relocate Lamar billboard #121 from APN: 537090-040 east to APN: 537-090-038. Rebuild same size 14'x48' updated structure. Relocation to east parcel will free up 4 contiguous parcels for commercial development on I-10 Corridor.

Valuation: \$ 85,000.00

#2 IDENTIFY WHO WILL PERFORM THE WORK

2a - CALIFORNIA LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Business Name Lamar Central Outdoor Phone No. 760-327-4500

Complete Address: 104 Enterprise Parkway, Lancaster, CA 93534

State License Class and No. 1008642 Expiration Date: 11-30-2017

City License No. 018896

Signature: [Handwritten Signature]

Contact Name: Betsy Hayes Email: A. ORTEGA@lamar.com

#3 IDENTIFY WORKERS' COMPENSTATION COVERAGE AND LENDING AGENCY

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. Policy No. _____

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: New Hampshire Insurance Co Policy No. WC068022338 (AOS) Expiration Date 01/01/2017
Name of Agent Marsh USA, Inc Phone No. 504-522-8541

I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

DECLARATION REGARDING CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civil Code).

Lender's Name: _____

Complete Address: _____

#4 DECLARATION BY CONSTRUCTION PERMIT APPLICANT

By my signature below, I certify to the following:

I am a California licensed contractor or authorized to act on the contractors behalf.

I have read this construction permit application, and the information I have provided is correct. I agree to comply with all applicable city and county ordinances and state laws relating to building construction. I authorize representatives of this city to enter the above-identified property for inspection purposes.

Signature Betsy Hayes Date 12-1-2016

Printed Name Betsy Hayes



77-583 El Duna Court, Suit J
Palm Desert, CA 92211

Phone: (760) 327-4500
Fax: (760) 327-4520

Scope of Work

Date: 10/21/16

Location Billboard 121 *From 3566 W. Ramsey*
To: 3610 N. Ramsey street, Banning ca

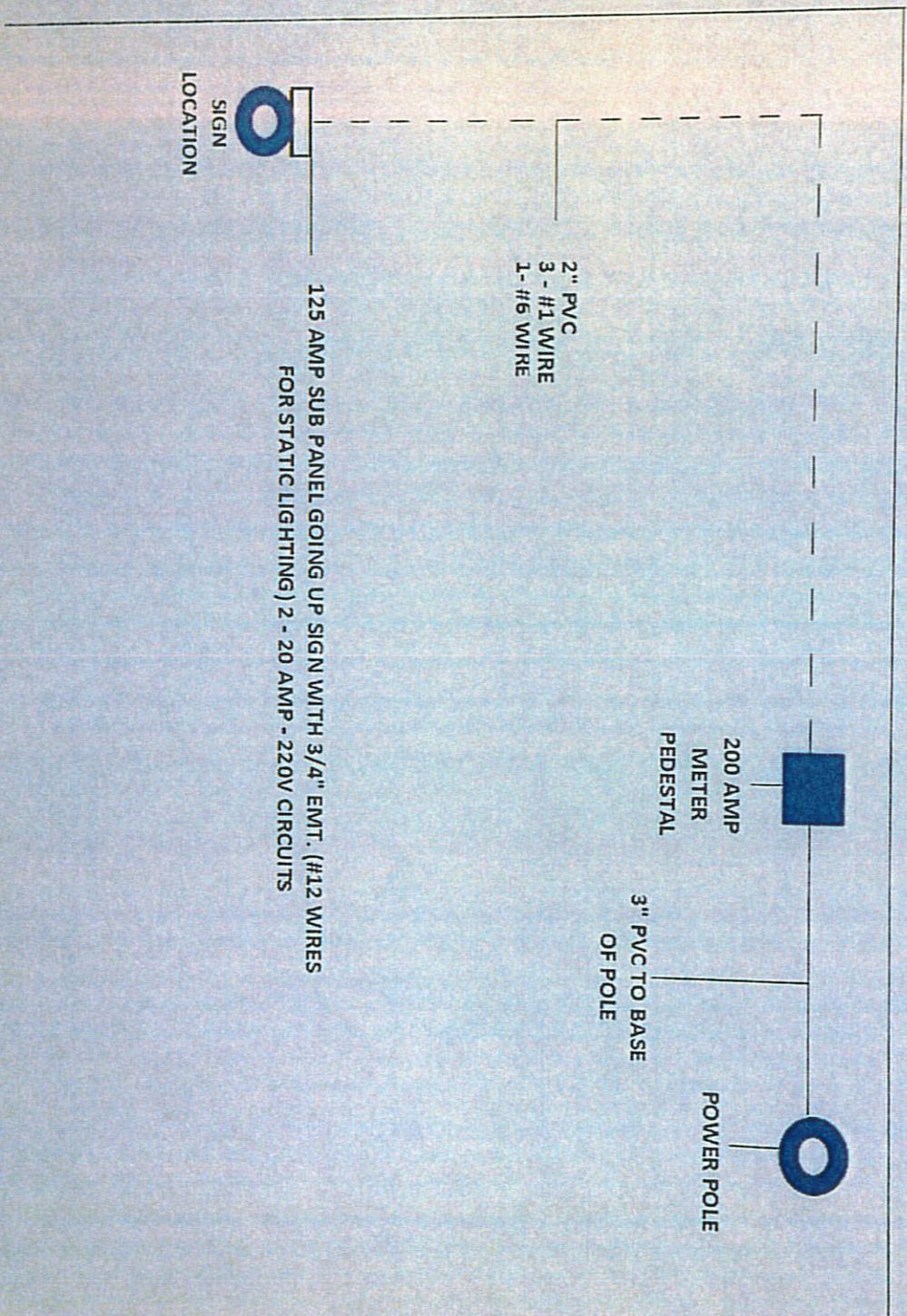
Date	Safety Upgrades to Newly Acquired Structures	
	Lamar will disconnect electrical service and demo existing	
	billboard structure from parcel 537-090-040 lot 54.	
	Relocate new structure approximately 300 ft. ^{east} west to parcel 537-090-038 lot 56.	
	New billboard structure to include catwalks, faces, safety cables, skirting	
	and electrical hardware.	
	Electrical - Install new 200 amp meter pedestal next to power pole	
	by street, Trench 300' feet around property to new structure location.	
	Install new electrical hardware, fixtures and 125a sub panel on column.	
	See attached diagram.	
	All debris will be hauled off to dump or recycled.	
	Structure will be painted brown to match Lamar's company colors.	
	Estimated Cost	\$85,000.00

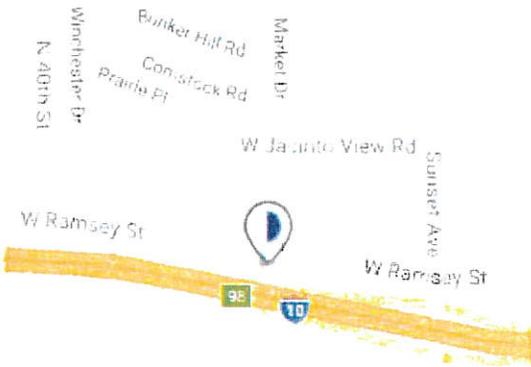
Notes :

Double face structure, with electrical service at location.



BANNING





Google

Map data ©2016 Google

Advertising Strengths: WF) This location reaches traffic heading into the Banning Market heading toward the Palm Springs Market coming from Los Angeles, San Diego, Orange County, Riverside and San Bernardino. This location is a great location to reach maximum exposure on the 10 Freeway.

Market: RIVERSIDE COUNTY
Panel: 1212

TAB Unique ID: 574186
Location: I-10 NL .25 MI W/O SUNSET AVE
Lat/Long: 33.92569 / -116.91581
Media/Style: Permanent Bulletin / Regular
Panel Size: 14' 0" x 48' 0" [Spec Sheet](#)
Vinyl Size: 15' 0" x 49' 0"
Facing/Read: West / Left
Illuminated: YES

APN. 537-090-040

*Impression values based on: 18+ yrs



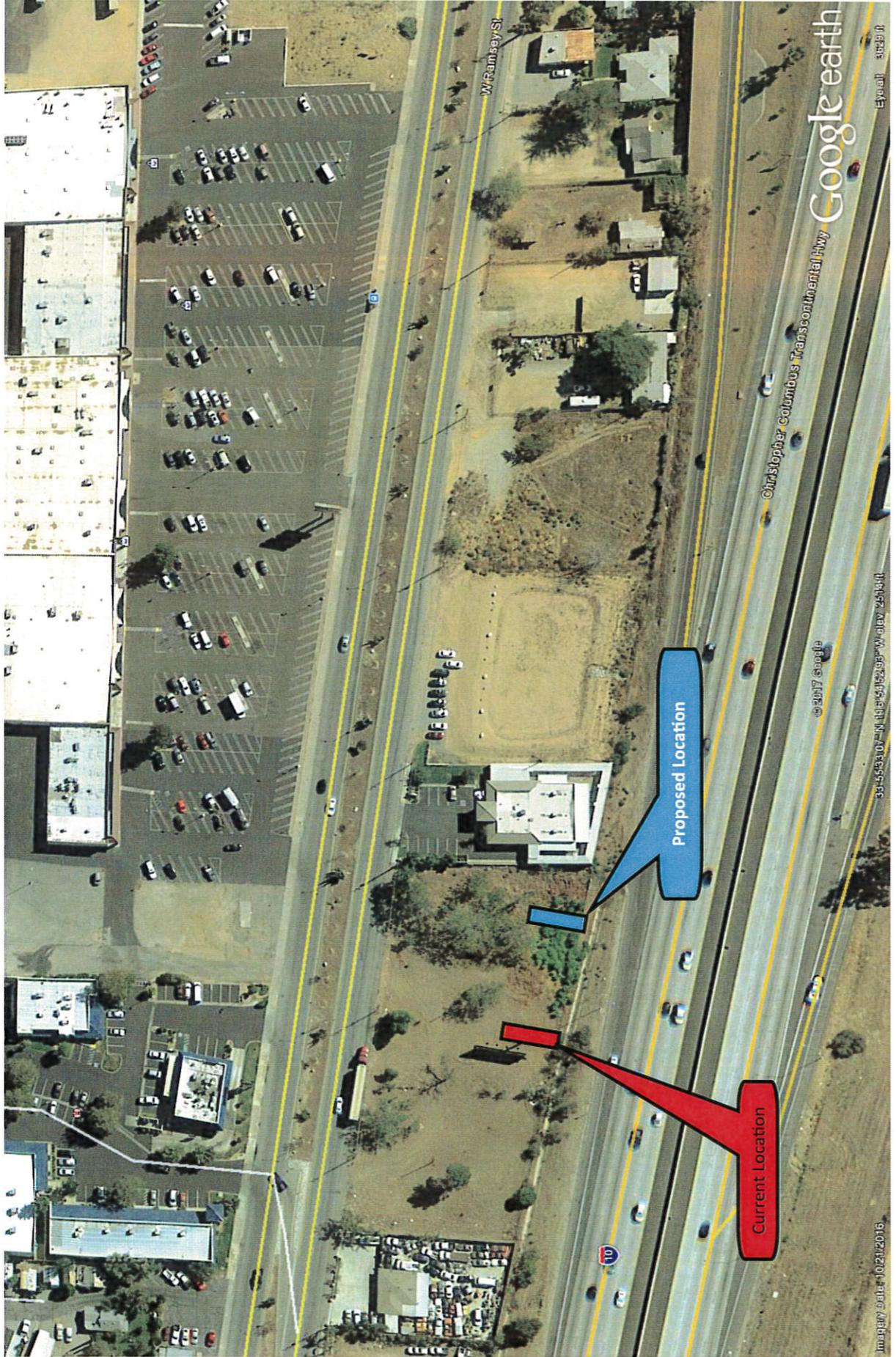
Palm Springs, CA

866-885-2627

Physical Address: 77-583 El Duna Court, Suite J, Palm Desert, CA 92211
 Mailing Address: 77-583 El Duna Court, Suite J, Palm Desert, CA 92211

ATTACHMENT 3

Diagram of Current and Proposed Lamar Billboard (placement is approximate)



ATTACHMENT 4

BILLBOARD RELOCATION AGREEMENT

1. PARTIES

This Billboard Relocation Agreement (“Agreement”) is made between the City of Banning, a California municipal corporation organized and existing under the laws of the State of California (“City”), and Lamar Central Outdoor, a Delaware limited liability company (“Company”). City and Company are sometimes referred to in this Agreement individually as “Party” and collectively as “Parties.”

2. RECITALS

2.1 WHEREAS, City has, consistent with the California Outdoor Advertising Act (California Business & Professions Code, Section 5200 et seq.) and regulations adopted by the California Department of Transportation that are applicable to billboards (collectively referred to in this Agreement as the “Act”), adopted certain regulations concerning outdoor advertising displays, including a complete prohibition on new billboards;

2.2 WHEREAS, Company owns a permanent (static) bulletin, regular style (non-digital) 14’ x 48’ sized billboard in the City, known as Lamar Billboard #121, 3566 W. Ramsey Street, Banning, CA 92220, Assessor’s Parcel Number (“APN”) 537-090-040;

2.3 WHEREAS, Company desires to demolish and rebuild Lamar Billboard #121 in the same media, style, and size (i.e., permanent (static) bulletin, regular style (non-digital) 14’ x 48’ sized) with an updated support structure at a location approximately 150 feet west, at 3610 W. Ramsey Street, Banning, CA 92220, APN 537-090-038;

2.4 WHEREAS, Company is willing to enter into this Agreement and accept the performance by City of the terms and conditions of this Agreement;

2.5 WHEREAS, City and Company intend for this Agreement to constitute a “relocation agreement” for purposes of the Act and the Banning Municipal Code.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

3. EFFECTIVE DATE, CONDITIONS PRECEDENT, AND TERM

3.1 Effective Date and Termination. This Agreement shall be effective upon execution by both Parties (“Effective Date”).

3.2 Conditions Precedent. The validity and effectiveness of this Agreement shall be conditioned on all of the following items described in this section. In the event that any of these conditions precedent is not satisfied, this Agreement shall be null and void and of no further force and effect.

3.2.1 CalTrans Approval

3.2.1.1 Before City permits are issued, construction of the Relocated Billboard (as defined below) shall be approved by the California Department of Transportation ("CalTrans"). CalTrans approval may consist of a CalTrans permit or written confirmation by CalTrans that a CalTrans permit, verification, or other approval is not required.

3.2.1.2 The City shall cooperate with Company, if necessary, to obtain permits from CalTrans, and any other oversight agency, for the construction of the Relocated Billboard and removal of the Removed Billboard, but City shall not be obligated to incur any costs or expenses related to the obtaining such permits.

3.2.2 Construction

3.2.2.1 Construction of the Relocated Billboard and Permanent Message Faces (defined below) shall commence within six (6) months of the Effective Date of this Agreement.

3.2.2.2 The Relocated Billboard and Permanent Message Faces (defined below) shall be completely constructed and ready for City's final inspection no later than ninety (90) days following commencement of construction activities.

3.3 All terms and conditions of this Agreement shall remain binding and effective as long as the New Billboard remains in operation.

4. OTHER TERMS

4.1 Incorporation of Recitals and Exhibits. All recitals and the exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

4.2 Relocation of Existing Billboard. Company shall be permitted to relocate and/or reconstruct the existing billboard owned by it, as defined below ("Existing Billboard"), by replacing it with one new billboard structure with two (2) sign faces at the location defined below ("Relocated Billboard"). The Relocated Billboard may contain two sign faces with permanent (static) bulletin, regular style (non-digital)

message faces and with dimensions not exceeding 14' x 48' ("Permanent Message Faces").

The locations and addresses of the Existing Billboard and the location and address of where the Relocated Billboard shall be constructed are as follows:

Existing Billboard

3566 W. Ramsey Street
Banning, CA 92220
APN # 537-090-040

Relocated Billboard

3610 W. Ramsey Street
Banning, CA 92220
APN # 537-090-038

4.2.1 Operating Standards. The Relocated Billboard and the new Permanent Message Faces shall comply with all provisions of the Act (California Outdoor Advertising Act, Business & Professions Code Section 5200 et seq.; and Regulations adopted by the California Department of Transportation applicable to billboards), as such may be duly amended from time to time, including but not limited to the provisions of Sections 5400-5443.5. In addition, Company agrees to abide by the City's Conditions of Relocation, attached hereto as Exhibits "A - D" and incorporated herein by this reference. In the event of any inconsistencies between the Act, including the California Department of Transportation regulations, and the City's Conditions of Relocation, the more stringent shall apply.

4.2.2 Enforcement of Operating Standards. For purposes of enforcing the requirements for the Relocated Billboard and the Permanent Message Faces, as provided for in this Agreement, Company and City shall apply the provisions provided for in Exhibit "E" attached hereto and incorporated herein by reference. Company understands, acknowledges, and agrees that its right to maintain the Relocated Billboard and the Permanent Message Faces is expressly contingent upon its compliance with the provisions of this Agreement, and that any such right may be revoked by the City as provided for in Exhibit "E" attached hereto. In the event that the right to maintain the Relocated Billboard and the Permanent Message Faces is revoked or modified in any manner or to any extent due to a material breach by Company of this Agreement, Company shall not be entitled to compensation, consideration, damages, or reimbursement of any kind or amount from the City on account of such revocation or modification.

4.3 Permanent Message Face. City hereby agrees that Company shall have the right to construct two (2) Permanent Message Faces on the Relocated Billboard with dimensions not to exceed 14' x 48'.

4.4 Permits and Inspections for Relocated Billboard and Permanent Message Faces. Prior to construction of the Relocated Billboard or a Permanent Message Faces, Company shall submit proposed plans and obtain all building and safety-related permits that are typically required by City for similar construction, except that City shall not have any discretionary review and approval of any such Relocated Billboard or Permanent Message Faces. During and following construction of any such Relocated Billboard or Permanent Message Board.

4.5 Release

4.5.1 Company, on behalf of its predecessors, successor and assigns and any of its parent, subsidiary and related companies, hereby releases the City and its employees, officers, elected officials, agents, successor and assigns from liability regarding any and all actions, causes of action, claims, demands, damages, costs, liens, expenses, liabilities, defenses, lost profits, lost revenues or rents, lost opportunity, loss of business goodwill, loss of machinery, loss of leasehold value (bonus value), loss of fixtures or equipment, loss of improvements pertaining to realty, pre-condemnation damages or damages related to unreasonable conduct, severance damages, relocation benefits, attorneys' fees and debts whatsoever, in law or in equity, arising out of or related to the removal of the Existing Billboard.

4.5.2 Company acknowledges that it has read section 1542 of the Civil Code of the State of California which in its entirety states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor." Company hereby expressly waives any right or benefit which it might have under section 1542 of the Civil Code of the State of California. Company understands and agrees that by signing this Agreement it is giving up any and all claims that it may have against the City, including claims that it may not presently know or suspect to exist.

4.6 Indemnification of City. Company shall defend, indemnify and hold, City, its officials, officers, and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages, injuries to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions, or willful misconduct of Company, its officers, and employees, agents, consultants, and contractor(s) arising out of or in connection with this Agreement or the removal, construction and installation of the Existing Billboards, the Relocated Billboard, or a Permanent Message Board. This indemnity provision and any such

warranties or guarantees shall not limit any liability under law of such contractor(s).

4.7 Assignment Without Consent Prohibited. This Agreement may not be assigned by any party without the express written consent of the other parties, which consent shall not be unreasonably withheld. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee. Notwithstanding the foregoing, City shall not withhold its consent to any assignment by Company to a related or affiliated entity or any entity which is controlled, controlled by, or under common control with Company.

4.8 Termination

4.8.1 If Company or City fails to perform any of its material obligations under this Agreement after written notice of same and an opportunity to cure such failure, in addition to all other remedies provided by law or in equity, the other Party may terminate this Agreement upon thirty days written notice to the other party.

4.8.2 If Company is required to stop work due to termination of this Agreement, all work shall stop immediately, except for all work necessary to prevent an immediate danger or hazard or to secure a building site.

4.9 Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. However, nothing contained in this Agreement shall be deemed to be an acknowledgment by City that compensation is owed as to any billboards, either in whole or in part, or to any Party having an interest in any of the billboards mentioned herein.

4.10 Notices. All notices shall be in writing and addressed as follows:

4.10.1 Notices to Company shall be addressed to Lamar Central Outdoor, LLC, Attn: Vice President / General Manager, 77-583 El Duna Court, Suite J, Palm Desert, CA 92211. All such notices may be either delivered personally, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by certified or registered mail, and shall be effective upon receipt.

4.10.2 Notices to City shall be addressed to City of Banning, Attn: City Manager, 99 E. Ramsey St., Banning, CA 92220.

4.11 Authority to Enter Agreement. All parties have all requisite power and authority to execute, deliver, and perform the Agreement. All Parties warrant that the individuals who have signed this Agreement have the legal power, right, and authority

to make this Agreement and bind each respective Party.

4.12 Construction; References; Captions. Because the Parties or their agents have participated fully in the preparation of this Agreement, the language shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days or calendar weeks, and not work days. All references to City or Company shall include their respective directors, elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.13 Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

4.14 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

4.15 Invalidity/Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.16 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

4.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

4.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

4.19 Binding Agreement. Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and made it effective as of the day and year first above written.

ATTEST:

CITY OF BANNING, a municipal corporation

By: _____

City Clerk

By: _____

Mayor

Date: _____

REVIEWED AND APPROVED
JENKINS & HOGIN, LLP

By: _____
Gregg W. Kettles, Esq.
Interim Assistant City Attorney

LAMAR CENTRAL OUTDOOR,
a Delaware limited liability company

By: Vanessa Moorman
Name: Vanessa Moorman
Title: Vice President / General Manager
Date: June 6th, 2017

EXHIBIT "A"

CITY OF BANNING'S CONDITIONS OF RELOCATION

1. Sign Face Overhang. The Relocated Billboard or any Permanent Message Faces shall not overhang onto Interstate 10 or other public rights-of-way or across property lines.

2. Voluntary Advertising Restrictions. Company hereby voluntarily agrees and covenants for itself, and its successors and assigns, that any advertising or display on the Relocated Billboard and Permanent Message Faces shall comply with the following:

2.1 The advertising or display shall not contain any of the following: advertising for adult entertainment, including, but not limited to, topless bars, nightclubs, or establishments that feature nude dancing, or mud wrestling; advertisement for any adult business featuring sales of adult novelty items, books, magazines, videos or tapes; advertising with any material, image, or content that could reasonably be considered sexually explicit or pornographic (collectively, the "Objectionable Advertising").

2.2 The advertising or display shall not contain any advertising for alcohol (except beer and wine) or tobacco products of any type.

2.3 Company shall include in its advertising lease agreements and any other agreements related to the Relocated Billboard or Permanent Message Faces, provisions that require compliance with this section and prohibiting Objectionable Advertising. Such provisions will allow Company to cancel such agreements and allow Company to immediately remove illegal or Objectionable Advertising upon receipt of notice from the City. Without waiving or limiting any right Company may have to enforce the terms of this Agreement, and in consideration of the rights and privileges afforded to Company under this Agreement, Company on behalf of itself, and its successors, heirs and assigns, desires to release, waive and discharge any claim, demand, cause of action, objection, or protest related to the City's enforcement of this Section of the Agreement.

3. Graffiti. Any graffiti found on the Relocated Billboard, Permanent Message Faces or any sign structures shall be removed within seventy-two (72) hours of notification by the City. Appropriate equipment shall be installed to prevent access for graffiti and vandalism.

4. Applicable Laws and Rules. The Relocated Billboard and Permanent Message Faces shall comply with all applicable requirements of federal, state and local law, including, but not limited to the Act, the City's Municipal Code, Banning City

Council Resolution No. 2015-96, and any relevant Specific Plans, if any. As referenced in the Agreement, in the event of any inconsistencies, the most stringent requirement shall apply.

5. Other Sign Modifications. This Agreement applies only to the Relocated Billboard and Permanent Message Faces contemplated by this Agreement. Any additional changes, alterations, or modifications of any kind to the Existing Billboards and shall adhere to federal and state law and the City's municipal code, and may warrant a modification to an existing conditional use permit.

EXHIBIT "B"

PLANNING'S CONDITIONS OF APPROVAL

PROJECT DESCRIPTION: Demo existing billboard and relocate Lamar billboard #121 from Parcel No. 537-090-038. Rebuild same size 14'x48' with a new electric service.

Comments:

It will be required to intercept the existing service conduit that serves 3500 W. Ramsey and install a 17"x30" handhole. This handhole will serve the new meter pedestal for this project. Obtaining the described information outlined below in a timely matter is critical for design, planning, and ordering of materials for this project.

The developer shall be responsible the following:

1. Submitting detailed plans indicating lot lines, streets, easements, building layout, anticipated loading information, etc. These plans are required in electronic format. We currently use AutoCad2016. Plans should consist of a plot plan, site plan, one line diagram of proposed electrical main service panel and a sheet showing load calculations by an electrical engineer. Additional sheets may be required upon request.
2. Paying required fees - electrical permit, plan check fee, inspection fees, meter fee and cost of electrical apparatus for completing the underground line extension.
3. Granting easement for electric facilities installation / maintenance, etc.
4. The installation of utility hand hole, conduits, protective barriers and a commercial meter pedestal per electric utility design.
5. Please see the attached Panel Upgrade Requirements and Process for Receiving Power at Meter

EXHIBIT "B-1"
ELECTRIC UTILITY CONDITIONS OF APPROVAL

The C.O.B. Electric Utility shall be responsible for:

1. Reviewing plans submitted by customer.
2. Design an electrical utility plan for the installation of structures and conduit by developer.
3. Providing a cost estimate for installing an underground electrical system for this project.
4. Inspecting all trenches and substructures prior to backfilling. 24-hour prior notice is required before inspection.
5. Install electrical secondary conductors, terminations, metering, to provide electrical service for your

Proje
ct

Note: This letter is intended to provide general information for electrical service, and therefore may not be entirely inclusive of all responsibilities of the customer or the City.

Panel Upgrade Requirements

The following steps must be completed **in the order shown** before an upgraded panel will be connected. Please call 951.922.3260 if you have any questions.

1. Electric Utility must identify and approve the new panel location.
 - **NOTE:** A New Service Questionnaire and/or panel submittals may be required for approval.
2. Any Electric Utility fees, must be paid to the Electric Utility by Check or Money Order.
3. Construction permit must be acquired from the Building & Safety Department.
 - **NOTE:** If additional meters are requested, Building & Safety will issue a unique address for each meter and that address must be clearly displayed at each meter socket.
4. If the new panel will be installed in the existing panel's location, a service outage must be coordinated with the Electric Utility before construction begins.
 - **NOTE:** If contractor and/or customer tampers with the Electric Utility facilities (this includes the service drop, meter, and/or the utility side of the

service panel) a diversion/tampering fee of a minimum \$250.00 may be assessed.

5. The new panel install must be inspected and approved by the Electric Utility **First**.
6. Once approved by the Electric Utility, the new panel install must then be inspected and approved by the Building & Safety Department.
 - **NOTE: If the new service panel installation is not completed AND inspected by BOTH the Electric Utility and Building & Safety by 3:30pm, the new service panel will not be energized until the next working day.**
7. Once approved and released by Building & Safety, the customer's representative must coordinate with the Electric Utility to transfer service to the new panel.
8. The customer must contact Customer Service/Utility Billing located at City Hall to verify account status. A Meter will not be set until the Electric Utility receives authorization from Customer Service/Utility Billing.

PROCESS FOR RECEIVING POWER AT METER

The following steps must be completed before a meter can receive power. Please call 951.922.3260 if you have any questions.

1. A customer starts at Building & Safety (City Hall) asking questions about their new project.
2. Building & Safety will give a copy of the New Service Questionnaire for a Residential or commercial electric service. They will also provide a copy of the C.O.B. Electric Utility's Maps and Records Requirements. Both of these documents can be found online at: <http://ci.banning.ca.us/index.aspx?NID=125>
3. The City of Banning may request a Pre-Application Conference meeting. All city departments will have time prior to this meeting to review the project in order to provide any helpful comments or suggestions. The meeting will include department representatives to answer any additional customer questions.
 - a. At this point the customer then has the option to either withdraw from the project or complete their package to begin the plan-check process.
4. After plan-check has been completed, permits can be issued through Building & Safety. Building & Safety also issues all meter addresses.
5. The customer completes the construction process in stages that coincide with each successful inspection. Building & Safety is responsible for issuing a Meter Release Form to the C.O.B. Electric Utility. The Electric Utility is responsible for a final inspection of service equipment before approving the release for power.

- a. Power cannot be released until the service conductor is pulled in and terminated at the new service panel. The Electric Utility is only responsible for this work with residential services.
6. The customer must apply for a new electric service account with the C.O.B. Utility Billing Department located at City Hall (99 E. Ramsey St.) Utility Billing will fax a Meter Release Form to the Electric Utility. The Electric Utility will coordinate the meter set with the customer.

EXHIBIT "C"

ENGINEERING'S CONDITIONS OF APPROVAL

The Applicant may contact the Engineering Division at (951) 922-3130 for the following comments:

1. Applicant shall submit two (2) copies of Demolition Plans to the City for review and approval. Plans shall utilize the minimum scale specified and shall be drawn on 11" x 17" paper size or larger.
2. Demolition Plans must show all aboveground and underground utilities and structures.
3. Demolition Plans must include Erosion, Debris, and Dust Control (silt fence, etc.).
4. All known utilities connecting to the structure must be terminated and/or capped prior to any demolition activities.
5. Asbestos and hazardous material testing and abatement must be completed prior to any demolition activities.
6. Final site clean-up shall subject to inspection and acceptance by City Inspector.
7. Applicant shall pay all associated fees to the City at the time of submittal.

EXHIBIT "D"

BUILDING DEPARTMENT CONDITIONS OF APPROVAL

Billboard Relocation
Lamar Outdoor Advertising
3566 W Ramsey Street
APN: 537-090-040

Date: January 26, 2017

REQUEST: Demo existing billboard and relocate Lamar billboard #121 from Parcel No. 537-090-040 east to Parcel No. 537-090-038. Rebuild same size 14'X48'.

The following comments are required at time of plan check submittal

1. The Site shall be developed in compliance with all current model codes. All plans shall be designed in compliance with the latest editions of the California Building Codes and Resolution 2015-96 as adopted by the City of Banning.

EXHIBIT "E"

ENFORCEMENT OF CONDITIONS

1. Failure to Cure; Hearing. In the event that Company fails to cure (or commence and diligently prosecute a cure to completion) within five (5) calendar days of receipt of notice from City of a violation under this Agreement, the City's Planning Commission, on its own motion may, and upon the direction of the Council, shall hold a public hearing upon the question of the revocation of the right to maintain one or more of the Relocated Billboard and/or Permanent Message Faces pursuant to this Agreement.

2. Hearing Notice. Written notice of the public hearing shall be served on the Owner and the underlying owner of the real property on which the affected Relocated Billboard or Permanent Message Faces sits, at least thirty (30) days before such public hearing. The notice may be served either personally or by registered mail, postage prepaid, return receipt requested.

3. Planning Commission Findings. The Company's right to maintain each Relocated Billboard or Permanent Message Board may be revoked if the Commission and Council find:

A. That the use to which the Relocated Billboard or Permanent Message Board is put is detrimental to the public health or safety, or is a "nuisance" (as defined in the California Civil Code);

B. That this Agreement was obtained by fraud;

C. That the use for which this Agreement was approved is not being exercised;

D. That the use for which this Agreement was approved has ceased or been suspended for one year or more; or

E. That a status of noncompliance exists with regard to any of the conditions provided for in this Agreement or applicable law, including, but not limited to, the Act (including the regulations of the California Department of Transportation applicable to billboards), or the City's Municipal Code.

4. City Council Action. After a hearing upon the revocation of the right to maintain one or more of the Relocated Billboard and/or Permanent Message Faces pursuant to this Agreement, the Planning Commission shall report its findings of fact

and recommendations to the City Council. The City Council shall determine the facts and may revoke, modify or allow to remain unchanged the right to maintain one or more of the Relocated Billboard and/or Permanent Message Faces in accordance with the Council's final determination in such matters.

ATTACHMENT 5



Proud History
Prosperous Tomorrow

City of Banning

99 E. Ramsey Street • P.O. Box 998 • Banning, CA 92220-0998 • (951) 922-3125 • Fax (951) 922-3128

COMMUNITY DEVELOPMENT
DEPARTMENT

Diana W. Miller
Four Paws Inn
3500 W. Ramsey St.
Banning, CA 92220

NOTICE OF PUBLIC MEETING AND NOTICE OF EXEMPTION FOR CITY COUNCIL APPROVAL OF BILLBOARD RELOCATION AGREEMENT BETWEEN THE CITY OF BANNING AND LAMAR CENTRAL OUTDOOR AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

NOTICE IS HEREBY GIVEN of a public meeting before the City of Banning City Council, to be held on July 11, 2017, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the environmental exemption and a proposal that the City Council approve a billboard relocation agreement between the City of Banning and Lamar Central Outdoor and authorize the Mayor to execute the agreement.

Information regarding the Notice of Exemption and Agreement 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 meeting, 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 meeting or in written correspondence delivered to the meeting body at, or prior to, the meeting (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: June 8, 2017

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: July 11, 2017

SUBJECT: Resolution 2017-71, Establishing Blanket Purchase Orders for the Purchase of Tires and Related Services Not to Exceed an Annual Aggregate of \$60,000

RECOMMENDED ACTION:

The City Council discuss and consider adopting Resolution 2017-71:

1. Establishing Fiscal Year 2018 blanket purchase orders for the purchase of tires and services for an annual aggregate amount not to exceed \$60,000.
2. Authorizing the City Manager to renew blanket purchase orders for Fiscal Years 2019, 2020, 2021 and 2022 upon satisfactory annual review for an annual aggregate not to exceed \$60,000.

BACKGROUND:

The Public Works Department, Fleet Division, procures tires and related services throughout the year for over 200 vehicles and equipment. It is projected that the overall expenditure for Fiscal Year 2018 will reach an aggregate of \$60,000. The funding for this commodity is available in the Fiscal Year 2018, Fleet Division budget.

Bids were directly solicited from seven (7) prospective vendors with three (3) responses received including Daniel's Tire Service, Parkhouse Tire, Inc. and Fred Allen Enterprises, Inc.:

Vendor

1. Daniel's Tire Service
2. Parkhouse Tire, Inc.
3. Fred Allen Enterprises, Inc.

ISSUES/ANALYSIS:

Based on the bid responses, it is anticipated that heavy duty truck tires, police pursuit vehicle tires, recapping services, and scrap tire disposal will be obtained through Daniel's Tire Service. Tires for passenger vehicles and light trucks will be obtained through Parkhouse Tire, Inc. and tires for trailers will be obtained from Fred Allen Enterprises, Inc. Exceptions will be made regarding which vendors specific tires are purchased from depending on availability and lead time.

Staff requests that the City Manager, under approval of this resolution, be given the authority to approve blanket purchase orders for Fiscal Years 2019, 2020, 2021 and 2022 upon annual satisfactory review utilizing this bid process for an annual aggregate of \$60,000.

FISCAL IMPACT:

The Fleet Division operational budget will fund the acquisition of tires and related services.

ALTERNATIVE:

1. Reject Resolution 2017-71 and provide direction.

ATTACHMENTS:

1. Resolution No. 2017-71
2. Bidding Documents

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(Resolution 2017-71)

RESOLUTION 2017-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING BLANKET PURCHASE ORDERS FOR THE PRUCHASE OF TIRES AND RELATED SERVICES “NOT TO EXCEED” AN ANNUAL AGGREGATE OF \$60,000

WHEREAS, the Public Works Department, Fleet Division, procures tires and related services throughout the year for over 200 vehicles and equipment; and

WHEREAS, bids were directly solicited from seven (7) prospective vendors with three (3) responses received including Daniel’s Tire Service, Parkhouse Tire, Inc. and Fred Allen Enterprises, Inc.; and

WHEREAS, heavy duty truck tires, police pursuit vehicle tires, recapping services, and scrap tire disposal will be obtained through Daniel’s Tire Service; and

WHEREAS, tires for passenger vehicles and light trucks will be obtained through Parkhouse Tire, Inc.; and

WHEREAS, tires for trailers will be obtained from Fred Allen Enterprises, Inc.; and

WHEREAS, exceptions will be made regarding which vendors specific tires are purchased from depending on availability and lead time; and

WHEREAS, allocations for each vendor may be adjusted to be increased or decreased as deemed necessary so long as the aggregate for this commodity does not exceed \$60,000; and

WHEREAS, the Fleet Division operational budget will fund the acquisition of tires and related services.

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

SECTION 1. The Banning City Council adopts Resolution 2017-71 establishing Fiscal Year 2018 blanket purchase orders for the purchase of tires and related services for an annual aggregate amount “not to exceed” \$60,000.

SECTION 2. The City Manager is authorized to renew blanket purchase order for Fiscal Years 2019, 2020, 2021 and 2022 upon satisfactory annual review for an annual aggregate of \$60,000.

PASSED, APPROVED AND ADOPTED this 11th day of July, 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 Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-71 was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 11th day of July, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning

ATTACHMENT 2

(Bidding Documents)

Bid Detail**Bid Information**

Project Title Vehicle Tires and Equipment Services
Invitation No. 17-064
Bid Posting Date June 2, 2017 7:38 AM (Pacific)
Project Stage Award Pending
Bid Due Date June 15, 2017 10:00 AM (Pacific)
Response Format Electronic only
Link to Project on Public Site <https://www.planetbids.com/portal/portal.cfm?CompanyID=33077&BidID=36719>
Reference ID C00197
Project Type Bid
Response Types Line Item, General Attachments
Type of Award Split
Categories 060002 - AUTO & TRUCK MAINT. ITEMS: TIRES GENERAL
 060087 - AUTO & TRUCK MAINT. ITEMS: TIRE & TUBE REPAIR ITEMS
 075081 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING EQUIPMENT
 075083 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING TOOLS & ACC
 863025 - TIRES AND TUBES: TIRES, ALL TYPES
 863050 - TIRES AND TUBES: TUBES, ALL TYPES
 925086 - EQUIPMENT MAINT & REPAIR: TIRE MOUNTING & BAL EQUIP
 925087 - EQUIPMENT MAINT & REPAIR: TIRE REPAIR, RETREAD

License Requirements

Department Administrative Services Department
Address 99 E. Ramsey St., Banning, California
County Riverside

Bid Valid**Liquidated Damages**

Target Bid Amount \$60,000.00

Estimated Bid Value

Start/Delivery Date Based upon PO/Contract approval

Project Duration One Year w/Renewal Options

Prevailing Wage No

Cooperative Bid No

Piggy-backable No

eBid Notes Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. Bid attachment documents shall be signed in ink and included with the electronic bid submission as a general attachment.

Preferences Local - Local Business

Restriction Type None

Restricted To

Pre-Bid Meeting Information

Pre-Bid Meeting No

Online Q&A

Online Q&A Yes

Q&A Cutoff Date June 7, 2017 3:00 PM (Pacific)

Contact Information

Contact Info Jennifer McCoy - 951-922-3121
 jmccoy@ci.banning.ca.us

Bids to

Owner's Agent

Bid Detail

Description

Scope of Services The City of Banning (City) is seeking services of a qualified vendor to supply vehicle tires and equipment services in the most cost-effective and efficient manner possible. Qualified vendors wishing to respond to IFB #17-064 VEHICLE TIRES AND EQUIPMENT SERVICES, must provide product and services within a reasonable timeframe of order being placed, unless expedited request is submitted. Source of distribution of specified parts must be housed in a location no more than 50 miles from the Corporate Yard located at 176 E. Lincoln St., Banning, CA 92220.

The purchase order agreement period will be for one (1) year. As part of the purchase order agreement, the City of Banning will reserve the right to select or reject contractors and sub-contractors providing services. The City of Banning reserves the right to award separately, by class, in whole or in part but must bid on each class to be considered for that class. The City also reserves the right to reject any, and/or all bids, reserve the right to waive any informality or irregularities in the bid or examination process, reserve the right to select low quote per item, and reserves the right to award quotes and/or contracts in the best interest of the City.

All prices quoted shall be firm for the first ninety (90) calendar days of the award and thereafter until notified in writing by the successful bidders of any price increase or decrease. Unit prices shall be F.O.B. destination prices. All Bidders must conform to these specifications and the products they furnish shall be of first class quality and the equipment used to provide said product shall be the best obtainable in the various trades.

Bidder must bid on all items; award will be made to the lowest responsive and responsible bidder. Prices shall include all costs for the services/items described. All overhead costs, including, but not limited to, freight, delivery and fuel fees shall be included in the total cost. Prices shall remain in effect for the term of the contract and prices shall remain in effect for 90 days from the bid opening date. Bidder further agrees; in addition to the terms and conditions specified herein the following terms and conditions that are a part of this quote and any resulting contract. Quantities stated are estimates only, and are not guaranteed. Quote unit price on the estimated quantity and unit of measure specified. The City may order more or less than the estimated quantity indicated on quote price sheet.

- Other Details** Attachments:
1. Notice to Bidders
 2. Bid Specifications (Must be submitted online with your eBid)

Notes eBids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "Withdraw".

Local Programs & Policies

Special Notices

Downloadable Files

File Title	File Name	File Size	On Server	Uploaded Date	Visible
IFB 17-064 Notice to Bidders	IFB 17-064 Notice to Bidders.pdf	142.7 kb	On Server	05/31/2017	Yes
IFB 17-064 - Bid Specifications	IFB 17-064 Vehicle Tires and Equipment Services.pdf	231.5 kb	On Server	05/31/2017	No

Download File Fee \$0.00

Hard Copy Plans

Title/Description	Receive From	Plan Fee	Mailing Fee	Refund
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Line Items

Type	Item Code	UOM	Qty	Ref	MFR	Model#	Brand Req	Brand	Delivery Loc
	Vehicle Tires								
1	P175/80R13	Per Tire	1		Goodyear		Sole Brand	Goodyear	
2	P205/75R14	Per Tire	1		Goodyear		Sole Brand	Goodyear	
3	P225/60R17	Per Tire	1		Goodyear		Sole Brand	Goodyear	
4	275/70R22.5 Load Range J Straight Rib	Per Tire	1		Goodyear		Sole Brand	Goodyear	
5	P225/75R15	Per Tire	1		Goodyear		Sole Brand	Goodyear	
6	P245/70R17	Per Tire	1		Goodyear		Sole Brand	Goodyear	
7	P265/70R17	Per Tire	1		Goodyear		Sole Brand	Goodyear	
8	P295/75R22.5	Per Tire	1		Goodyear		Sole Brand	Goodyear	
9	P175/80R13	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	
10	P205/75R14	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	
11	P225/60R17	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	
12	275/70R22.5 Load Range J Straight Rib	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	
13	P225/75R15	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	
14	P245/70R17	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	

Line Items

Type	Item Code	UOM	Qty	Ref	MFR	Model#	Brand Req	Brand	Delivery Loc
15	P265/70R17	Per Tire	1		Bridgestone		Sole Brand	Bridestone	
16	P295/75R22.5	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	
17	P175/80R13	Per Tire	1		Firestone		Sole Brand	Firestone	
18	P205/75R14	Per Tire	1		Firestone		Sole Brand	Firestone	
19	P225/60R17	Per Tire	1		Firestone		Sole Brand	Firestone	
20	275/70R22.5 Load Range J Straight Rib	Per Tire	1		Firestone		Sole Brand	Firestone	
21	P225/75R15	Per Tire	1		Firestone		Sole Brand	Firestone	
22	P245/70R17	Per Tire	1		Firestone		Sole Brand	Firestone	
23	P265/70R17	Per Tire	1		Firestone		Sole Brand	Firestone	
24	P295/75R22.5	Per Tire	1		Firestone		Sole Brand	Firestone	
Tire Recapping									
25	Tire Recapping Services for 275/70R22.5 LRJ Straight Rib used on Transit Buses	Per Tire	1		Goodyear		Sole Brand	Goodyear	
Tire Recycling									
26	Tire Recycling Fees for Junk Tires	Per Tire	1				No preference		
Additional Costs									
27	Markup % from Cost on Non-Incentive Products	Per Tire	1		Goodyear		Sole Brand	Goodyear	

Line Items

Type	Item Code	UOM	Qty	Ref	MFR	Model#	Brand Req	Brand	Delivery Loc
28	Mark Down % from Cost on Products with Incentive	Per Tire	1		Goodyear		Sole Brand	Goodyear	
29	Markup % from Cost on Non-Incentive Products	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	
30	Mark Down % from Cost on Products with Incentive	Per Tire	1		Bridgestone		Sole Brand	Bridgestone	
31	Markup % from Cost on Non-Incentive Products	Per Tire	1		Firestone		Sole Brand	Firestone	
32	Mark Down % from Cost on Products with Incentive	Per Tire	1		Firestone		Sole Brand	Firestone	
33	Delivery	Per Trip	1						

Vendor Notifications

250 external vendors notified through BidBroadcast

5 City of Banning vendors notified

Notified Vendors on June 2, 2017

Using Criteria Category:

060002 - AUTO & TRUCK MAINT. ITEMS: TIRES GENERAL
 060087 - AUTO & TRUCK MAINT. ITEMS: TIRE & TUBE REPAIR ITEMS
 075081 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING EQUIPMENT
 075083 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING TOOLS & ACC
 863025 - TIRES AND TUBES: TIRES, ALL TYPES
 863050 - TIRES AND TUBES: TUBES, ALL TYPES
 925086 - EQUIPMENT MAINT & REPAIR: TIRE MOUNTING & BAL EQUIP
 925087 - EQUIPMENT MAINT & REPAIR: TIRE REPAIR, RETREAD

Daniel's Tire Service (529605)
 1410 Citrus Ave.
 Riverside, CA 92507
 United States

Contact: Rob Wood
Phone: 951-784-2222
Fax:
Email:
 rwood@danielstireservice.com

Famous Tire Company (529611)
 2159 W. Ramsey St.
 Banning, CA 92220
 United States

Contact: Frank Anderson
Phone: 951-922-8400
Fax:
Email: famoustire@aol.com

Integrity Auto Services (529615)
 2415 W. Ramsey St.
 Banning, CA 92220
 United States

Contact: Patrick Dunn
Phone: 951-849-4444
Fax:
Email: dunnptech@yahoo.com

Parkhouse Tire, Inc. (529607)
 72320 Varner Rd.
 Thousand Palms, CA 92276
 United States

Contact: Josh Calderon
Phone: 760-343-1018
Fax:
Email:
 jcalderon@parkhousetire.com

Notified Vendors on June 2, 2017

Using Criteria Category:

060002 - AUTO & TRUCK MAINT. ITEMS: TIRES GENERAL
 060087 - AUTO & TRUCK MAINT. ITEMS: TIRE & TUBE REPAIR ITEMS
 075081 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING EQUIPMENT
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 925087 - EQUIPMENT MAINT & REPAIR: TIRE REPAIR, RETREAD

Notified Vendors on June 9, 2017

Using Criteria Category:

060002 - AUTO & TRUCK MAINT. ITEMS: TIRES GENERAL
 060087 - AUTO & TRUCK MAINT. ITEMS: TIRE & TUBE REPAIR ITEMS
 075081 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING EQUIPMENT
 075083 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING TOOLS & ACC
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 863050 - TIRES AND TUBES: TUBES, ALL TYPES
 925086 - EQUIPMENT MAINT & REPAIR: TIRE MOUNTING & BAL EQUIP
 925087 - EQUIPMENT MAINT & REPAIR: TIRE REPAIR, RETREAD

RJ & JJ Enterprises, Inc (530392)
 3011 E. La Cadena Dr
 Riverside, CA 92507
 United States

Contact: Roy Brown
Phone: 951-787-6884
Fax:
Email: rbrown@eagle-tire.com

Notified Vendors on June 13, 2017

Using Criteria Category:

060002 - AUTO & TRUCK MAINT. ITEMS: TIRES GENERAL
 060087 - AUTO & TRUCK MAINT. ITEMS: TIRE & TUBE REPAIR ITEMS
 075081 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING EQUIPMENT
 075083 - AUTO SHOP EQUIPMENT & SUP: TIRE CHANGING TOOLS & ACC
 863025 - TIRES AND TUBES: TIRES, ALL TYPES
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 925086 - EQUIPMENT MAINT & REPAIR: TIRE MOUNTING & BAL EQUIP
 925087 - EQUIPMENT MAINT & REPAIR: TIRE REPAIR, RETREAD

Vendor Notifications

Using Criteria

Prospective Bidders

7 Prospective Bidders

Vendor	Contact	Vendor Type	Pre-Bid	Status
Daniel's Tire Service 1410 Citrus Ave. Riverside, CA 92507 United States	Contact: Rob Wood Phone: 951-784-2222 Fax: Email: rwood@danielstireservice.com			Bidder
Goodyear Tire & Rubber Company 200 Innovation Way Akron, OH 44316 United States	Contact: Jason Stine Phone: 330-796-9489 Fax: Email: jason_stine@goodyear.com			Bidder
Brian's Mobile Tire And Fleet, Inc. 270 Carissa Drive Oceanside, CA 92057 United States	Contact: Tammy Moore Phone: 949-842-5540 Fax: 760-231-8892 Email: Briansmobiletireandfleet@cox.net			Bidder
Tire centers Inc 14047 Sloverr Ave Fontana, CA 92337 United States	Contact: Michael Hicks Phone: 909-429-6876 Fax: Email: mhicks403@yahoo.com			Bidder
Parkhouse Tire, Inc. 72320 Varner Rd. Thousand Palms, CA 92276 United States	Contact: Josh Calderon Phone: 760-343-1018 Fax: Email: jcalderon@parkhousetire.com			Bidder
Fred Allen Enterprises, Inc 5855 E. Carson Street Lakewood, CA 90713 United States	Contact: PatrickTucker Phone: 714-470-2270 Fax: 562-429-1927 Email: pat@allentire.com			Bidder
Moore Fence Company Inc 280 E. First St. Perris, CA 92570 United States	Contact: Jarold Smollen Phone: 951-772-2320 Fax: 951-940-0429 Email: jarold@moorefence.net			Non-Bidder, no communicati ons

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
Parkhouse Tire, Inc.	06/02/2017 8:37 AM (Pacific)	On line item # 25 Tire Recapping. What tire sizes is the city looking to recap? Currently there are no tires listed on the bid.	275/70R22.5 LOAD RANGE J STRAIGHT RIB USED ON TRANSIT BUSES	06/13/2017 9:21 AM (Pacific)	1.1
Parkhouse Tire, Inc.	06/02/2017 8:59 AM (Pacific)	LINE ITEM# 26 TIRE RECYCLING FEES ARE YOU REQUESTING THE CALIFORNIA RECYCLING FEE? WHICH IS THE \$1.75 PER TIRE.ON EVERY NEW TIRE PURCHASED. OR ARE YOU REQUESTING THE FEE FOR TIRE DISPOSABLE?(JUNK TIRES)?	Junk Tires	06/13/2017 9:21 AM (Pacific)	1.2
Parkhouse Tire, Inc.	06/02/2017 9:07 AM (Pacific)	ON ALL TIRE LINE ITEMS. WILL OTHER BRANDS BESIDES GOODYEAR,BRIDGESTONE AND FIRESTONE BE ACCEPTED IF BIDDED?	The City is requesting bids for only those brands listed at this time. Other brands will be requested only in select cases.	06/13/2017 9:21 AM (Pacific)	1.3
Parkhouse Tire, Inc.	06/02/2017 9:11 AM (Pacific)	LINE ITEM# 4 P225/75R14 IS IT THE CORRECT SIZE FOR THIS LINE ITEM?	The size is incorrect. See Addendum for corrected information.	06/13/2017 9:21 AM (Pacific)	1.4
Fred Allen Enterprises, Inc	06/05/2017 11:04 AM (Pacific)	On line items #4, #8, & #20, I am not aware of any manufacturer producing that size, 225/75R14. May I get clarification on this size? On Line Items #1, #2, #4, #9, #10, #13, #17, #18, & #21....are you requesting prices for ST Trailer tires or Passenger vehicle tires? On Line Items #8, #16, & #24, Is the City of Banning requesting pricing on Steer, Drive, or Trailer application tires? My assumption would be LHS Premium Steer tires. On Line Item #25, Allen Tire Company does not supply Tire Recapping services. Will this disqualify us as a bidder? Please advise. Thank you in advance, Patrick Tucker (714) 470-2270 pat@allentire.com	ITEM 4, 12, AND 20 IS THE INCORRECT SIZE, SHOULD BE P225/70R15, 8 IS CORRECT. ITEM 1, 2, 4, 9, 10, 13, 17, 18, & 21 ARE FOR TRAILER SERVICE, SHOULD BE LISTED AS ST'S. ITEM 8, 16, AND 24 WOULD BE FOR A STRAIGHT RIB PATTERN OR STEER TIRE, IN SOME CASES, ALSO USE DRIVE TIRES IN THIS SIZE. NOT NECESSARILY.	06/13/2017 9:21 AM (Pacific)	1.5

Addenda**Addendum - Released****Addendum Num** 1**Addendum Date** 06/13/2017**Release Date** 06/13/2017**Title** Q and A Set 1 and Line Item Modifications**Description** Addendum #1 has been issued to provide additional parts information which is listed on the Line Items tab, within the bid posting. Q and A Set 1 has been released for this project.

Acknowledgment of this Addendum is required when submitting your bid. This addendum is hereby made part of the referenced bid as through fully set forth therein.

All other provisions of the invitation for bid shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum

Attachments

File Title	File Name	Status
IFB 17-064 Addendum 1	IFB 17-064 Addendum 1.pdf	On Server

Bid Results

3 Bid Results

Bidder Details

Vendor Name Parkhouse Tire, Inc.
Address 72320 Varner Rd.
 Thousand Palms, CA 92276
 United States
Respondee JOSH CALDERON
Respondee Title ACCOUNT MANAGER
Phone 909-938-4778 Ext.
Email jcalderon@parkhousetire.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted June 14, 2017 10:51:48 AM (Pacific)
Delivery Method Via Truck next day
Bid Responsive Yes
Bid Status Submitted
Confirmation # 108311
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
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Line Items

Discount Terms		no discount				
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount Comment
	Vehicle Tires					
1	P175/80R13	Per Tire	1	no bid		
2	P205/75R14	Per Tire	1	no bid		
3	P225/60R17	Per Tire	1	no bid		
4	275/70R22.5 Load Range J Straight Rib	Per Tire	1	no bid		
5	P225/75R15	Per Tire	1	no bid		

Vehicle Tires and Equipment Services (17-064), bidding on June 15, 2017 10:00 AM (Pacific)

Printed 06/23/2017

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	P245/70R17	Per Tire	1	no bid			
7	P265/70R17	Per Tire	1	no bid			
8	P295/75R22.5	Per Tire	1	no bid			
9	P175/80R13	Per Tire	1	\$36.1800	\$36.1800	\$36.1800	
10	P205/75R14	Per Tire	1	\$44.5800	\$44.5800	\$44.5800	
11	P225/60R17	Per Tire	1	\$121.6700	\$121.6700	\$121.6700	
12	275/70R22.5 Load Range J Straight Rib	Per Tire	1	\$460.8900	\$460.8900	\$460.8900	
13	P225/75R15	Per Tire	1	\$60.3300	\$60.3300	\$60.3300	
14	P245/70R17	Per Tire	1	\$99.0000	\$99.0000	\$99.0000	
15	P265/70R17	Per Tire	1	\$123.3100	\$123.3100	\$123.3100	
16	P295/75R22.5	Per Tire	1	\$345.4500	\$345.4500	\$345.4500	
17	P175/80R13	Per Tire	1	\$36.1800	\$36.1800	\$36.1800	
18	P205/75R14	Per Tire	1	\$44.5800	\$44.5800	\$44.5800	
19	P225/60R17	Per Tire	1	\$90.0000	\$90.0000	\$90.0000	
20	275/70R22.5 Load Range J Straight Rib	Per Tire	1	\$317.1400	\$317.1400	\$317.1400	
21	P225/75R15	Per Tire	1	\$82.3600	\$82.3600	\$82.3600	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
22	P245/70R17	Per Tire	1	\$93.0400	\$93.0400	\$93.0400	
23	P265/70R17	Per Tire	1	\$110.3600	\$110.3600	\$110.3600	
24	P295/75R22.5	Per Tire	1	\$272.2100	\$272.2100	\$272.2100	
				Subtotal	\$2,337.2800	\$2,337.2800	
	Tire Recapping						
25	Tire Recapping Services for 275/70R22.5 LRJ Straight Rib used on Transit Buses	Per Tire	1	\$118.0000	\$118.0000	\$118.0000	
				Subtotal	\$118.0000	\$118.0000	
	Tire Recycling						
26	Tire Recycling Fees for Junk Tires	Per Tire	1	\$8.0000	\$8.0000	\$8.0000	
				Subtotal	\$8.0000	\$8.0000	
	Additional Costs						
27	Markup % from Cost on Non-Incentive Products	Per Tire	1	\$15.0000	\$15.0000	\$15.0000	
28	Mark Down % from Cost on Products with Incentive	Per Tire	1	\$15.0000	\$15.0000	\$15.0000	
29	Markup % from Cost on Non-Incentive Products	Per Tire	1	\$15.0000	\$15.0000	\$15.0000	
30	Mark Down % from Cost on Products with Incentive	Per Tire	1	\$15.0000	\$15.0000	\$15.0000	
31	Markup % from Cost on Non-Incentive Products	Per Tire	1	\$15.0000	\$15.0000	\$15.0000	
32	Mark Down % from Cost on Products with Incentive	Per Tire	1	\$15.0000	\$15.0000	\$15.0000	
33	Delivery	Per Trip	1	0	0	0	
				Subtotal	\$90.0000	\$90.0000	
				Total	\$2,553.2800	\$2,553.2800	

Bid Results

Bidder Details

Vendor Name Fred Allen Enterprises, Inc
Address 5855 E. Carson Street
 Lakewood, CA 90713
 United States
Respondee Patrick Tucker
Respondee Title Vice President-Operations
Phone 714-470-2270 Ext.
Email pat@allentire.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted June 14, 2017 9:40:38 AM (Pacific)
Delivery Method Our Truck/ 1 day
Bid Responsive Yes
Bid Status Submitted
Confirmation # 108127
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
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Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms no discount							
	Vehicle Tires						
1	P175/80R13	Per Tire	1	\$48.0000	\$48.0000	\$48.0000	Marathon Trailer Tire 762-174-406
2	P205/75R14	Per Tire	1	\$59.0000	\$59.0000	\$59.0000	Endurance Trailer Tire 762-176-406
3	P225/60R17	Per Tire	1	\$96.0000	\$96.0000	\$96.0000	Assurance 724-864-519
4	275/70R22.5 Load Range J Straight Rib	Per Tire	1	\$355.0000	\$355.0000	\$355.0000	Goodyear G661 HSA (J) 756-184-337
5	P225/75R15	Per Tire	1	\$70.0000	\$70.0000	\$70.0000	Marathon Trailer Tire 762-172-406

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	P245/70R17	Per Tire	1	\$122.0000	\$122.0000	\$122.0000	Wrangler SRA 183-114-470
7	P265/70R17	Per Tire	1	\$113.0000	\$113.0000	\$113.0000	Wrangler SRA 183-106-436
8	P295/75R22.5	Per Tire	1	\$395.0000	\$395.0000	\$395.0000	LHS 399A Fuel Max 756-817-596
9	P175/80R13	Per Tire	1	no bid			no bid
10	P205/75R14	Per Tire	1	no bid			no bid
11	P225/60R17	Per Tire	1	no bid			no bid
12	275/70R22.5 Load Range J Straight Rib	Per Tire	1	no bid			no bid
13	P225/75R15	Per Tire	1	no bid			no bid
14	P245/70R17	Per Tire	1	no bid			no bid
15	P265/70R17	Per Tire	1	no bid			no bid
16	P295/75R22.5	Per Tire	1	no bid			no bid
17	P175/80R13	Per Tire	1	no bid			no bid
18	P205/75R14	Per Tire	1	no bid			no bid
19	P225/60R17	Per Tire	1	no bid			no bid
20	275/70R22.5 Load Range J Straight Rib	Per Tire	1	no bid			no bid

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
21	P225/75R15	Per Tire	1	no bid			no bid
22	P245/70R17	Per Tire	1	no bid			no bid
23	P265/70R17	Per Tire	1	no bid			no bid
24	P295/75R22.5	Per Tire	1	no bid			no bid
				Subtotal	\$1,258.0000	\$1,258.0000	
Tire Recapping							
25	Tire Recapping Services for 275/70R22.5 LRJ Straight Rib used on Transit Buses						
		Per Tire	1	no bid			no bid
				Subtotal	0	0	
Tire Recycling							
26	Tire Recycling Fees for Junk Tires						
		Per Tire	1	\$1.7500	\$1.7500	\$1.7500	
				Subtotal	\$1.7500	\$1.7500	
Additional Costs							
27	Markup % from Cost on Non-Incentive Products						
		Per Tire	1	\$10.0000	\$10.0000	\$10.0000	10% markup
28	Mark Down % from Cost on Products with Incentive						
		Per Tire	1	0	0	0	0% markdown
29	Markup % from Cost on Non-Incentive Products						
		Per Tire	1	no bid			no bid
30	Mark Down % from Cost on Products with Incentive						
		Per Tire	1	0	0	0	no bid
31	Markup % from Cost on Non-Incentive Products						
		Per Tire	1	no bid			no bid
32	Mark Down % from Cost on Products with Incentive						
		Per Tire	1	no bid			no bid
33	Delivery						
		Per Trip	1	0	0	0	No Charge Standard Delivery-Our Truck
				Subtotal	\$10.0000	\$10.0000	
				Total	\$1,269.7500	\$1,269.7500	

Bid Results

Bidder Details

Vendor Name Daniel's Tire Service
Address 1410 Citrus Ave.
 Riverside, CA 92507
 United States
Respondee Rob Wood
Respondee Title VP
Phone 562-321-1279 Ext.
Email rwood@danielstireservice.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted June 15, 2017 9:10:08 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 108391
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
pdf	Daniels Tire Service signed docs for Banning 06-16-17.pdf	General Attachment

Line Items

Discount Terms no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	Vehicle Tires						
1	P175/80R13	Per Tire	1	\$58.1200	\$58.1200	\$58.1200	
2	P205/75R14	Per Tire	1	\$89.4500	\$89.4500	\$89.4500	
3	P225/60R17	Per Tire	1	\$90.0100	\$90.0100	\$90.0100	
4	275/70R22.5 Load Range J Straight Rib	Per Tire	1	\$320.0000	\$320.0000	\$320.0000	
5	P225/75R15	Per Tire	1	\$88.4700	\$88.4700	\$88.4700	
6	P245/70R17	Per Tire	1	\$117.5600	\$117.5600	\$117.5600	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
7	P265/70R17	Per Tire	1	\$107.5400	\$107.5400	\$107.5400	
8	P295/75R22.5	Per Tire	1	\$315.0000	\$315.0000	\$315.0000	
9	P175/80R13	Per Tire	1	0	0	0	
10	P205/75R14	Per Tire	1	0	0	0	
11	P225/60R17	Per Tire	1	0	0	0	
12	275/70R22.5 Load Range J Straight Rib	Per Tire	1	0	0	0	
13	P225/75R15	Per Tire	1	0	0	0	
14	P245/70R17	Per Tire	1	0	0	0	
15	P265/70R17	Per Tire	1	0	0	0	
16	P295/75R22.5	Per Tire	1	0	0	0	
17	P175/80R13	Per Tire	1	0	0	0	
18	P205/75R14	Per Tire	1	0	0	0	
19	P225/60R17	Per Tire	1	0	0	0	
20	275/70R22.5 Load Range J Straight Rib	Per Tire	1	0	0	0	
21	P225/75R15	Per Tire	1	0	0	0	
22	P245/70R17	Per Tire	1	0	0	0	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
23	P265/70R17	Per Tire	1	0	0	0	
24	P295/75R22.5	Per Tire	1	0	0	0	
Subtotal					\$1,186.1500	\$1,186.1500	
Tire Recapping							
25	Tire Recapping Services for 275/70R22.5 LRJ Straight Rib used on Transit Buses						
		Per Tire	1	\$112.0000	\$112.0000	\$112.0000	
Subtotal					\$112.0000	\$112.0000	
Tire Recycling							
26	Tire Recycling Fees for Junk Tires						
		Per Tire	1	\$1.7500	\$1.7500	\$1.7500	
Subtotal					\$1.7500	\$1.7500	
Additional Costs							
27	Markup % from Cost on Non-Incentive Products						
		Per Tire	1	\$10.0000	\$10.0000	\$10.0000	10% markup
28	Mark Down % from Cost on Products with Incentive						
		Per Tire	1	0	0	0	
29	Markup % from Cost on Non-Incentive Products						
		Per Tire	1	0	0	0	
30	Mark Down % from Cost on Products with Incentive						
		Per Tire	1	0	0	0	
31	Markup % from Cost on Non-Incentive Products						
		Per Tire	1	0	0	0	
32	Mark Down % from Cost on Products with Incentive						
		Per Tire	1	0	0	0	
33	Delivery						
		Per Trip	1	0	0	0	
Subtotal					\$10.0000	\$10.0000	
Total					\$1,309.9000	\$1,309.9000	

Project Evaluation

Evaluators

No Evaluators

Meetings

No Meetings

Project Evaluation

Evaluator Forms

No Evaluator Forms

Evaluator Attachments

No Evaluator Attachments

Project Evaluation

Technical Qualifications

No Technical Qualifications

Project Evaluation

Project Evaluation Notes

No Evaluator Attachments

Project Evaluation

Project Evaluation Email

No Project Evaluation Email

Award

Award Status Award Pending

Award Date 06/16/2017

Type of Award Split

Type	Item Code	UOM	Qty	Awarded To
	Vehicle Tires			
1	P175/80R13	Per Tire	1	Fred Allen Enterprises, Inc: \$48.0000
2	P205/75R14	Per Tire	1	Fred Allen Enterprises, Inc: \$59.0000
3	P225/60R17	Per Tire	1	Daniel's Tire Service: \$90.0100
4	275/70R22.5 Load Range J Straight Rib	Per Tire	1	Daniel's Tire Service: \$320.0000
5	P225/75R15	Per Tire	1	Fred Allen Enterprises, Inc: \$70.0000
6	P245/70R17	Per Tire	1	Daniel's Tire Service: \$117.5600
7	P265/70R17	Per Tire	1	Daniel's Tire Service: \$107.5400
8	P295/75R22.5	Per Tire	1	Daniel's Tire Service: \$315.0000
9	P175/80R13	Per Tire	1	Parkhouse Tire, Inc.: \$36.1800
10	P205/75R14	Per Tire	1	Parkhouse Tire, Inc.: \$44.5800
11	P225/60R17	Per Tire	1	Parkhouse Tire, Inc.: \$121.6700
12	275/70R22.5 Load Range J Straight Rib	Per Tire	1	Parkhouse Tire, Inc.: \$460.8900
13	P225/75R15	Per Tire	1	Parkhouse Tire, Inc.: \$60.3300
14	P245/70R17	Per Tire	1	Parkhouse Tire, Inc.: \$99.0000
15	P265/70R17	Per Tire	1	Parkhouse Tire, Inc.: \$123.3100
16	P295/75R22.5	Per Tire	1	Parkhouse Tire, Inc.: \$345.4500

Award

Type	Item Code	UOM	Qty	Awarded To
17	P175/80R13	Per Tire	1	Parkhouse Tire, Inc.: \$36.1800
18	P205/75R14	Per Tire	1	Parkhouse Tire, Inc.: \$44.5800
19	P225/60R17	Per Tire	1	Parkhouse Tire, Inc.: \$90.0000
20	275/70R22.5 Load Range J Straight Rib	Per Tire	1	Parkhouse Tire, Inc.: \$317.1400
21	P225/75R15	Per Tire	1	Parkhouse Tire, Inc.: \$82.3600
22	P245/70R17	Per Tire	1	Parkhouse Tire, Inc.: \$93.0400
23	P265/70R17	Per Tire	1	Parkhouse Tire, Inc.: \$110.3600
24	P295/75R22.5	Per Tire	1	Parkhouse Tire, Inc.: \$272.2100
Tire Recapping				
25	Tire Recapping Services for 275/70R22.5 LRJ Straight Rib used on Transit Buses	Per Tire	1	Daniel's Tire Service: \$112.0000
Tire Recycling				
26	Tire Recycling Fees for Junk Tires	Per Tire	1	Daniel's Tire Service: \$1.7500 Fred Allen Enterprises, Inc: \$1.7500
Additional Costs				
27	Markup % from Cost on Non-Incentive Products	Per Tire	1	Daniel's Tire Service: \$10.0000 Fred Allen Enterprises, Inc: \$10.0000
28	Mark Down % from Cost on Products with Incentive	Per Tire	1	Parkhouse Tire, Inc.: \$15.0000
29	Markup % from Cost on Non-Incentive Products	Per Tire	1	Daniel's Tire Service: \$0.0000
30	Mark Down % from Cost on Products with Incentive	Per Tire	1	Parkhouse Tire, Inc.: \$15.0000
31	Markup % from Cost on Non-Incentive Products	Per Tire	1	Daniel's Tire Service: \$0.0000
32	Mark Down % from Cost on Products with Incentive	Per Tire	1	Parkhouse Tire, Inc.: \$15.0000

Award

Type	Item Code	UOM	Qty Awarded To
33	Delivery	Per Trip	1 Daniel's Tire Service: \$0.0000 Parkhouse Tire, Inc.: \$0.0000 Fred Allen Enterprises, Inc: \$0.0000

Public Notes Notice of Intent to Award:
 The City of Banning - Public Works Department intends to request approval from City Council to award an aggregate annual contract to Fred Allen Tires, Daniels Tires and Parkhouse Tires.

Email History

Email - Bid Edit Notice

Date Sent 06/13/2017

To Daniel's Tire Service (rwood@danielstireservice.com), Brian's Mobile Tire And Fleet, Inc. (Briansmobiletireandfleet@cox.net), Tire centers Inc (mhicks403@yahoo.com), Parkhouse Tire, Inc. (jcalderon@parkhousetire.com), Fred Allen Enterprises, Inc (pat@allentire.com)

Subject Notice of Bid Update for Vehicle Tires and Equipment Services (17-064)

Message This is a notification pertaining to **Vehicle Tires and Equipment Services (17-064)**, with a bid due date of June 15, 2017 10:00 AM (Pacific).

A change has been made to the bid.

Attention Bidders:

Addendum #1 has been posted along with answers to the questions submitted.

Thank you,
Jennifer McCoy

Attachments

No Attachments

Email - Bid Closing Reminder

Date Sent 06/15/2017

To Daniel's Tire Service (rwood@danielstireservice.com), Goodyear Tire & Rubber Company (jason_stine@goodyear.com), Brian's Mobile Tire And Fleet, Inc. (Briansmobiletireandfleet@cox.net), Tire centers Inc (mhicks403@yahoo.com), Parkhouse Tire, Inc. (jcalderon@parkhousetire.com), Fred Allen Enterprises, Inc (pat@allentire.com)

Subject Bid Closing Reminder for Vehicle Tires and Equipment Services (17-064)

Message This is a reminder that all bids for Vehicle Tires and Equipment Services (17-064) are due on June 15, 2017 10:00 AM (Pacific).

All bids must be received prior to bid closing. If you wish to edit a submitted bid you have until bid closing to do so. Please visit the bid details for further information.

If you do not intend to bid, please update your prospective bidder status to non-bidder by clicking on the "My PB Profile" button on the Prospective Bidders tab.

Attachments

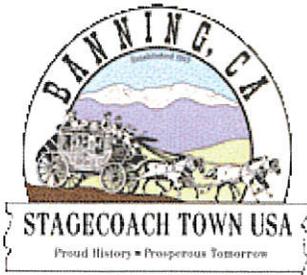
No Attachments

Bid Results for Vehicle Tires and Equipment Services (17-064)
 Issued on 06/02/2017
 Bid Due on June 15, 2017 10:00 AM (Pacific)
 Exported on 06/15/2017

Line Totals (Unit Price * Quantity)

Item Number	Section Preferences	Item Code	Item Type	Description	Unit of Measure	Quantity	Fred Allen Enterprises, Inc	Daniel's Tire Service	Parkhouse Tire, Inc.
Total with Preferences applied									
1	Vehicle Tires	P175/80R13			Per Tire	Subtotal	\$1,269.75	\$1,309.90	\$2,553.28
2	Vehicle Tires	P205/75R14			Per Tire	1	\$48.00	\$58.12	no bid
3	Vehicle Tires	P225/60R17			Per Tire	1	\$59.00	\$89.45	no bid
4	Vehicle Tires	275/70R22.5	Load Range J Straight Rib		Per Tire	1	\$96.00	\$90.01	no bid
5	Vehicle Tires	P225/75R15			Per Tire	1	\$355.00	\$320.00	no bid
6	Vehicle Tires	P245/70R17			Per Tire	1	\$70.00	\$88.47	no bid
7	Vehicle Tires	P265/70R17			Per Tire	1	\$122.00	\$117.56	no bid
8	Vehicle Tires	P295/75R22.5			Per Tire	1	\$113.00	\$107.54	no bid
9	Vehicle Tires	P175/80R13			Per Tire	1	\$395.00	\$315.00	no bid
10	Vehicle Tires	P205/75R14			Per Tire	1	no bid	no bid	\$36.18
11	Vehicle Tires	P225/60R17			Per Tire	1	no bid	no bid	\$44.58
12	Vehicle Tires	275/70R22.5	Load Range J Straight Rib		Per Tire	1	no bid	no bid	\$121.67
13	Vehicle Tires	P225/75R15			Per Tire	1	no bid	no bid	\$460.89
14	Vehicle Tires	P245/70R17			Per Tire	1	no bid	no bid	\$60.33
15	Vehicle Tires	P265/70R17			Per Tire	1	no bid	no bid	\$99.00
16	Vehicle Tires	P295/75R22.5			Per Tire	1	no bid	no bid	\$123.31
17	Vehicle Tires	P175/80R13			Per Tire	1	no bid	no bid	\$345.45
18	Vehicle Tires	P205/75R14			Per Tire	1	no bid	no bid	\$36.18
19	Vehicle Tires	P225/60R17			Per Tire	1	no bid	no bid	\$44.58
20	Vehicle Tires	275/70R22.5	Load Range J Straight Rib		Per Tire	1	no bid	no bid	\$90.00
21	Vehicle Tires	P225/75R15			Per Tire	1	no bid	no bid	\$317.14
22	Vehicle Tires	P245/70R17			Per Tire	1	no bid	no bid	\$82.36
23	Vehicle Tires	P265/70R17			Per Tire	1	no bid	no bid	\$93.04
24	Vehicle Tires	P295/75R22.5			Per Tire	1	no bid	no bid	\$110.36
Subtotal							\$1,258.00	\$1,186.15	\$2,337.28
25	Tire Recapping	Tire Recapping Services for 275/70R22.5 LRJ Straight Rib used on Transit Buses			Per Tire	1	no bid	\$112.00	\$118.00
Subtotal							\$0.00	\$112.00	\$118.00
26	Tire Recycling	Tire Recycling Fees for Junk Tires			Per Tire	1	\$1.75	\$1.75	\$8.00
Subtotal							\$1.75	\$1.75	\$8.00
27	Additional Costs	Markup % from Cost on Non-Incentive Products			Per Tire	1	\$10.00	\$10.00	\$15.00
28	Additional Costs	Mark Down % from Cost on Products with Incentive			Per Tire	1	\$0.00	\$0.00	\$15.00
29	Additional Costs	Markup % from Cost on Non-Incentive Products			Per Tire	1	no bid	\$0.00	\$15.00
30	Additional Costs	Mark Down % from Cost on Products with Incentive			Per Tire	1	\$0.00	\$0.00	\$15.00
31	Additional Costs	Markup % from Cost on Non-Incentive Products			Per Tire	1	no bid	\$0.00	\$15.00
32	Additional Costs	Mark Down % from Cost on Products with Incentive			Per Tire	1	no bid	\$0.00	\$15.00
33	Additional Costs	Delivery			Per Trip	1	\$0.00	\$0.00	\$0.00
Subtotal							\$10.00	\$10.00	\$90.00
Total							\$1,269.75	\$1,309.90	\$2,553.28
Total with Preferences							\$1,269.75	\$1,309.90	\$2,553.28

Unit Price	Item Num Section	Item Code	Item Type	Description	Unit of Measure	Quantity	Fred Allen Enterprises, Inc	Daniel's Tire Service	Parkhouse Tire, Inc.
	Preferences			Total with Preferences applied			null	null	null
	1 Vehicle Tires	P175/80R13			Per Tire	1	\$48.00	\$58.12	no bid
	2 Vehicle Tires	P205/75R14			Per Tire	1	\$59.00	\$89.45	no bid
	3 Vehicle Tires	P225/60R17			Per Tire	1	\$96.00	\$90.01	no bid
	4 Vehicle Tires	275/70R22.5 Load Range J Straight Rib			Per Tire	1	\$355.00	\$320.00	no bid
	5 Vehicle Tires	P225/75R15			Per Tire	1	\$70.00	\$88.47	no bid
	6 Vehicle Tires	P245/70R17			Per Tire	1	\$122.00	\$117.56	no bid
	7 Vehicle Tires	P265/70R17			Per Tire	1	\$113.00	\$107.54	no bid
	8 Vehicle Tires	P295/75R22.5			Per Tire	1	\$395.00	\$315.00	no bid
	9 Vehicle Tires	P175/80R13			Per Tire	1	no bid	\$0.00	\$36.18
	10 Vehicle Tires	P205/75R14			Per Tire	1	no bid	\$0.00	\$44.58
	11 Vehicle Tires	P225/60R17			Per Tire	1	no bid	\$0.00	\$121.67
	12 Vehicle Tires	275/70R22.5 Load Range J Straight Rib			Per Tire	1	no bid	\$0.00	\$460.89
	13 Vehicle Tires	P225/75R15			Per Tire	1	no bid	\$0.00	\$60.33
	14 Vehicle Tires	P245/70R17			Per Tire	1	no bid	\$0.00	\$99.00
	15 Vehicle Tires	P265/70R17			Per Tire	1	no bid	\$0.00	\$123.31
	16 Vehicle Tires	P295/75R22.5			Per Tire	1	no bid	\$0.00	\$345.45
	17 Vehicle Tires	P175/80R13			Per Tire	1	no bid	\$0.00	\$36.18
	18 Vehicle Tires	P205/75R14			Per Tire	1	no bid	\$0.00	\$44.58
	19 Vehicle Tires	P225/60R17			Per Tire	1	no bid	\$0.00	\$90.00
	20 Vehicle Tires	275/70R22.5 Load Range J Straight Rib			Per Tire	1	no bid	\$0.00	\$317.14
	21 Vehicle Tires	P225/75R15			Per Tire	1	no bid	\$0.00	\$82.36
	22 Vehicle Tires	P245/70R17			Per Tire	1	no bid	\$0.00	\$93.04
	23 Vehicle Tires	P265/70R17			Per Tire	1	no bid	\$0.00	\$110.36
	24 Vehicle Tires	P295/75R22.5			Per Tire	1	no bid	\$0.00	\$272.21
	25 Tire Recapping			Tire Recapping Services for 275/70R22.5 LRU Straight Rib used on	Per Tire	1	no bid	\$112.00	\$118.00
	26 Tire Recycling			Tire Recycling Fees for Junk Tires	Per Tire	1	\$1.75	\$1.75	\$8.00
	27 Additional Costs			Markup % from Cost on Non-Incentive Products	Per Tire	1	\$10.00	\$10.00	\$15.00
	28 Additional Costs			Mark Down % from Cost on Products with Incentive	Per Tire	1	\$0.00	\$0.00	\$15.00
	29 Additional Costs			Markup % from Cost on Non-Incentive Products	Per Tire	1	no bid	\$0.00	\$15.00
	30 Additional Costs			Mark Down % from Cost on Non-Incentive Products	Per Tire	1	\$0.00	\$0.00	\$15.00
	31 Additional Costs			Markup % from Cost on Non-Incentive Products	Per Tire	1	no bid	\$0.00	\$15.00
	32 Additional Costs			Mark Down % from Cost on Non-Incentive Products	Per Tire	1	no bid	\$0.00	\$15.00
	33 Additional Costs			Delivery	Per Trip	1	\$0.00	\$0.00	\$0.00



**CITY OF BANNING
CALIFORNIA
INVITATION FOR BID #17-064
VEHICLE TIRES AND EQUIPMENT SERVICES**

INSTRUCTIONS:

1. Complete and sign all documents.
3. Download and submit all forms by the deadlines.
4. Quote on each item separately; all or none bids may not be accepted unless otherwise specified.
5. Price alone may not be the final determining factor.
6. Declination - in the event you elect not to quote, please inform us on this form and return by the bid due date indicated.
7. Out of state vendors must include California sales tax permit number.

IFB specific information	
Date of issuance	Friday, June 2, 2017
IFB number	17-064
Deadline for delivery of bid	Wednesday, June 15, 2017 by 10:00 a.m.

Contact person(s)	
For bid document questions	Jennifer McCoy, Purchasing Manager (951) 922-3121
For technical questions	Leon Schrader, Fleet Maintenance Manager

Terms	
Delivery term	30 Days
Payment term	35 Days
Binding period of the bid	90 Days
Other terms	Reference to purchase agreement or contract

Vendor Information (vendor to complete and upload online)	
Company name:	
Street address:	
City and Zip:	
Phone number/Fax number:	

**Administrative Services Department
Purchasing Division**

Address: 99 E. Ramsey St., Banning, CA 92220

Telephone: (951) 922-3121

Email: jmccoy@ci.banning.ca.us

BACKGROUND

The City of Banning Public Works Department is soliciting bids to establish an annual purchase order agreement to provide the Fleet Maintenance Division with vehicle tires and equipment services.

INVITATION FOR BID

Sealed bids will be received by the City of Banning eBid system until June 15, 2017 at 10:00 a.m. and opened publicly online only. Bids must be submitted electronically by visiting the City of Banning PlanetBids Vendor Portal at

<http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

Click on the "Bid Opportunities" link. Next, "Log In." Enter your User Name and Password. Click "Bid Opportunities" and then select the Invitation for Bid (IFB). Click on "Place eBid" and follow the instructions.

Deadline for submittal of bid **Request for Information (RFI's) is June 7, 2017 by 3:00 p.m.** local time. Submit all inquiries to Jennifer McCoy, Bidding Facilitator via the Bids Online system at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

INSURANCE REQUIREMENTS

Prior to award of the price agreement/contract, contractor shall furnish the purchasing department proof of compliance with the following insurance requirements.

The City of Banning will require the following to approve insurance for your contract:

1) Limits of insurance:

(a) General Liability insurance with limits of not less than \$1,000,000 for bodily injury and property damage; \$1,000,000 for personal and advertising injury; \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate

(b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage

(c) Professional Liability insurance with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 aggregate (only required if contract involves the rendering of a professional service)

(d) Workers' Compensation insurance as required by law

(e) Employer's Liability insurance with limits of liability of not less than \$1,000,000, each accident; \$1,000,000 disease each employee; and \$1,000,000 disease policy limit

2) Certificate holder should appear as follows:

City of Banning
Attn: Jennifer McCoy
99 E. Ramsey Street
Banning, CA 92220-4837

3) The certificate of insurance should read "The City of Banning, its officers, officials, employees and agents are additional insured as respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance as respects to the City of Banning, its officers, officials, employees and agents.

4) Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability insurance (including ongoing operations and completed operations). The additional insured should read, "The City of Banning, its officers, officials, employees, agents and volunteers". Examples of primary insurance language are "Such insurance as is afforded by the policy is primary and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement" or "This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis".

5) Additional insured endorsement for Auto Liability insurance. The additional insured should read, "The City of Banning, its officers, officials, employees and agents."

6) Waiver of subrogation endorsement for Workers' Compensation insurance should read, "The City of Banning, its officers, officials, employees and agents."

7) The "Retro Date" must be shown for the Professional Liability insurance. (Only required if contract involves the rendering of a professional service).

Insurance Submittal Link: <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>

BUSINESS LICENSES

The successful bidder will be required to obtain a City of Banning business license prior to commencement of work.

HOW TO SUBMIT A BID

The City of Banning is currently using PlanetBids, a web based bid management service to manage request for bids and quotes. PlanetBids does not charge a fee to access and view current projects; however, PlanetBids requires potential bidders, contractors, subcontractors, and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to bids. PlanetBids can be accessed through the City of Banning's website at <http://www.ci.banning.ca.us/136/Purchasing> and selecting the BIDS & RFP's link.

Submit one complete bid package through the online eBid system which should include the completed cover page and the completed online Line Item Price Quote Sheet. Bids will be accepted electronically only.

BIDS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

All bids must be F.O.B. Destination and include cost of boxing and cartage to delivery point stated in the Scope of Work.

Bid prices are to include any freight and delivery charges.

Quote your most competitive prices.

Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Section 6390, General Industrial Safety Order; Section 5194 and Calif. Admin. Code Title 8. MSDS Sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. See the State of California Department of Industrial Relations page for more information. <http://www.dir.ca.gov/>.

The City of Banning reserves the right to reject any and all bids.

Lowest qualified bid may be subject to further negotiations.

SCOPE OF SERVICES

The City of Banning (City) is seeking services of a qualified vendor to supply vehicle tires and equipment services in the most cost-effective and efficient manner possible. Qualified vendors wishing to respond to **IFB #17-064 VEHICLE TIRES AND EQUIPMENT SERVICES**, must provide product and services within a reasonable timeframe of order being placed, unless expedited request is submitted. Source of distribution of specified parts must be housed in a location no more than 50 miles from the Corporate Yard located at 176 E. Lincoln St., Banning, CA 92220.

The purchase order agreement period will be for one (1) year. As part of the purchase order agreement, the City of Banning will reserve the right to select or reject contractors and sub-contractors providing services. The City of Banning reserves the right to award separately, by class, in whole or in part but must bid on each class to be considered for that class. The City also reserves the right to reject any, and/or all bids, reserve the right to waive any informality or irregularities in the bid or examination process, reserve the right to select low quote per item, and reserves the right to award quotes and/or contracts in the best interest of the City.

All prices quoted shall be firm for the first ninety (90) calendar days of the award and thereafter until notified in writing by the successful bidders of any price increase or decrease. Unit prices shall be F.O.B. destination prices. All Bidders must conform to these specifications and the products they furnish shall be of first class quality and the equipment used to provide said product shall be the best obtainable in the various trades.

Bidder must bid on all items; award will be made to the lowest responsive and responsible bidder. Prices shall include all costs for the services/items described. All overhead costs, including, but not limited to, freight, delivery and fuel fees shall be included in the total cost. Prices shall remain in effect for the term of the contract and prices shall remain in effect for 90 days from the bid opening date. Bidder further agrees; in addition to the terms and conditions specified herein the following terms and conditions that are a part of this quote and any resulting contract. Quantities stated are estimates only, and are not guaranteed. Quote unit price on the estimated quantity and unit of measure specified. The City may order more or less than the estimated quantity indicated on quote price sheet.

BID PRICE LIST

Submit pricing through the City of Banning, eBid system through the PlanetBids Vendor Portal. <https://www.planetbids.com/portal/portal.cfm?CompanyID=33077>.

TO THE CITY OF BANNING:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Invitation for Bid which is incorporated by reference as if fully set forth herein.

Company Name

Address

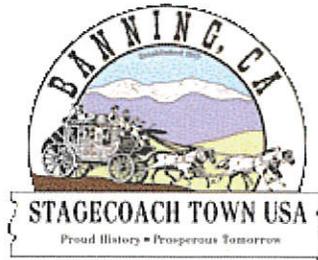
City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Date



**ADDENDUM NO. 1
INVITATION FOR BID**

FOR

IFB VEHICLE TIRES AND EQUIPMENT SERVICES

IFB No. 17-064

**PUBLIC WORKS DEPARTMENT
FACILITY MAINTENANCE DIVISION
CITY OF BANNING**

IFB Released on June 2, 2017

Addendum #1 Issued June 13, 2017

The referenced document has been modified as per the attached Addendum No. 1

This addendum is hereby made part of the referenced bid as through fully set forth therein.

Any questions regarding this addendum should be addressed to:

Jennifer McCoy

Telephone: (951) 922-3121

Email: jmccoy@ci.banning.ca.us

IFB CLARIFICATIONS AND MODIFICATIONS

Q and A Set 1 answers are now posted with this addendum.

Line Items Tab Adjustments:

Line Type #4, 12 & 20 - Replaced P225/75R14 with 275/70R22.5 Tire Size.

Line Type #25 – Added size and description.

Line Type #26 – Added description (Junk)

All other provisions of the request for quote shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum.

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: July 11, 2017

SUBJECT: Resolution 2017-68, Awarding a Professional Services Agreement for Lions Park Expansion Design Services to Cozad and Fox, Inc.

RECOMMENDED ACTION:

The City Council discuss and consider adopting Resolution 2017-68:

1. Awarding a Professional Services Agreement for Lions Park Expansion Design Services to Cozad & Fox, Inc., of Hemet, CA in the amount of \$77,798 and approving a 10% contingency for a total project budget of \$85,578.
2. Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement and to approve change orders within the 10% contingency.
3. Authorizing the Interim City Manager or his designee to execute the Professional Services Agreement with Cozad and Fox, Inc., in the amount of \$77,798.

BACKGROUND:

Lions Park is approximately 9.12 acres and located in southeast Banning on the northwest corner of South Hargrave Street and Charles Street. The existing park facility consists of three baseball diamonds, snack bar facility and children's playground. The City owns 7.46 acres of vacant property to the west of Lions Park and intends to expand the existing park to include two-multi-purpose fields, park lot, lighting and landscaping.

In 2006, the City completed the expansion design of this project, but due to changes in storm water regulations the project must be partially redesigned. The scope of work includes revising the design to include: water quality management plan (WQMP) and storm water retention, drought tolerant landscaping and the addition of a restroom facility. Preparation of a Storm Water Pollution Prevention Plan (SWPPP), development of Final Plans, Specifications and Estimates (PS&E), bid assistance, construction survey and completion of As-Built plans are also included in the scope.

On May 30, 2017, staff released the Request for Proposal to consultants on the on-call engineering list approved by City Council on April 25, 2017 under Resolution 2017-39 with proposals being due on June 13, 2017. In response, the following three (3) proposals were received:

<u>Companies</u>	<u>Price</u>
1) Cozad and Fox, Inc.	\$77,798
2) MSA Consulting, Inc.	\$93,900
3) KWC Engineers	\$139,625

The lowest responsive and responsible bidder is Cozad and Fox, Inc., of Hemet, California. If City Council approves the award of a contract, it is anticipated that the Notice to Proceed will be issued in August and the construction phase of the project will be taken out to bid in October/November of 2017.

ISSUES/ANALYSIS:

It should be noted, staff has made progress on the project. Prior to constructing a project of this nature the City is required to comply with the requirements of CEQA in order to identify potential environmental impacts the project may create and to avoid or mitigate the impacts. On November 7, 2016, following the formal bid process, City Council approved a contract award to Albert A. Webb Associates in the amount of \$66,300 for these services. The contract, in part, was funded by Western Riverside Council of Governments (WRCOG) Beyond Program Round I grant funding (\$39,300) and Parkland Development funds (\$27,000). It is anticipated that environmental services will be completed by August of 2017.

In addition, Federal Aviation Administration (FAA) and Riverside County Airport Land Use Commission (ALUC) consistency approval is required since the site is located within Airport Compatibility Zone E of the Banning Municipal Airport. Following the City's application submittals, the FAA conducted and completed an aeronautical study issuing its determination on April 7, 2017 revealing that the park expansion and related structures do not exceed obstruction standards and will not be a hazard to air navigation. On April 13, 2017, ALUC issued its determination and concluded that the project is consistent with the 2004 Banning Municipal Airport Land Use Compatibility Plan.

As mentioned, in 2006, design services were obtained. It is necessary to update the existing plans to ensure compliance with current standards. Staff has secured Beyond Program Round II Core and Health grant funds for this portion of the project in the amount of \$68,664.

Furthermore, staff secured \$172,331 in Fiscal Year 2016-2017 Community Development Block Grant (CDBG) funding for a portion of the construction phase of this project. To fulfill the CDBG program guideline requirements it is essential to award the design phase of this project in order to maintain the anticipated bid schedule. If the design phase of the project is not awarded, staff may not proceed with the construction phase, resulting in the possible forfeiture of 2016-2017 CDBG funds, unless another project is identified that the funds can be reprogrammed to.

FISCAL IMPACT:

The Professional Services Agreement with Cozad and Fox, Inc. for the Lions Park Expansion Design Services in the amount of \$77,798 will be funded by WRCOG Fiscal Year 2016-2017 Beyond Program Round II Core & Health funding in the amount of \$68,664. Parkland Development Funds will be utilized to cover the agreement balance (\$9,134) and the contingency (\$7,780), if needed.

ALTERNATIVE:

1. Reject the Resolution No. 2017-68 and provide direction to staff. If rejected, CDBG funding may be jeopardized ultimately resulting in the forfeiture of 2016/2017 funding unless another project is identified that the funds can be reprogrammed to.

ATTACHMENTS:

1. Resolution No. 2017-68
2. Lions Park Expansion Design Services RFP
3. Cozad & Fox, Inc. Proposal

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(Resolution 2017-68)

RESOLUTION 2017-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR LIONS PARK EXPANSION DESIGN SERVICES TO COZAD AND FOX, INC., OF HEMET, CA, IN THE AMOUNT OF \$77,798 AND APPROVING A 10% CONTINGENCY

WHEREAS, Lions Park is approximately 9.12 acres and located in southeast Banning on the northwest corner of South Hargrave Street and Charles Street and consists of three baseball diamonds, snack bar facility and children's playground; and

WHEREAS, the City owns 7.46 acres of vacant property to the west of Lions Park and intends to expand the existing park to include two multi-purpose fields, parking lot, lighting and landscaping; and

WHEREAS, in 2006, the City completed the expansion design of this project which requires to be redesigned due to changes in storm water regulations. The scope of work for the redesign includes revising the plans to include: water quality management plan (WQMP) and storm water retention, drought tolerant landscaping and the addition of a restroom facility. Preparation of a Storm Water Pollution Prevention Plan (SWPPP), development of Final Plans, Specifications and Estimates (PS&E), bid assistance, construction survey and as-builts are also required; and

WHEREAS, on May 30, 2017, staff released the Request for Proposal to consultants on the on-call engineering list approved by City Council on April 25, 2017 under Resolution 2017-39 with proposals being due on June 13, 2017; and

WHEREAS, three (3) proposals were received from Cozad and Fox, Inc.; MSA Consulting and KWC Engineers; and

WHEREAS, the lowest responsive and responsible bidder is Cozad and Fox, Inc., of Hemet, California; and

WHEREAS, the Professional Services Agreement with Cozad and Fox, Inc. for the Lions Park Expansion Design Services in the amount of \$77,798 will be funded by WRCOG Fiscal Year 2016-2017 Beyond Program Round II Core & Health funding and Parkland Development Funds.

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

SECTION 1. The Banning City Council adopts Resolution 2017-68 awarding a Professional Services Agreement for Lions Park Expansion Design Services to Cozad and Fox, Inc., of Hemet, CA in the amount of \$77,798 and approved a 10% contingency for a total project budget of \$85,578.

SECTION 2. The Interim City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers and to approve change orders within the 10% contingency related to the Professional Services Agreement.

SECTION 3. The Interim City Manager is authorized to execute the Professional Services Agreement with Cozad and Fox, Inc., of Hemet, CA in an amount of \$77,798.

PASSED, APPROVED AND ADOPTED this 11th day of July, 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 Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-68 was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 11th day of July, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning

ATTACHMENT 2

(Lions Park Expansion Design Services RFP)

CITY OF BANNING
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL (RFP)
LIONS PARK EXPANSION DESIGN SERVICES

Release Date: May 30, 2017

Due Date: June 13, 2017 (by 4:00 p.m.)

Contact Person: Holly Stuart, Management Analyst
Phone: (951) 922-3138
E-mail: hstuart@ci.banning.ca.us

I. PROJECT SPECIFIC PROPOSAL

The City of Banning is soliciting proposals from qualified firms to provide landscape, architecture and engineering design services related to the expansion of Lions Park located in southeast Banning on the northwest corner of South Hargrave Street and Charles Street (APN543-080-008). The existing park facility consists of three baseball diamonds, snack bar facility and children's playground and is approximately 9.12 acres. The City of Banning owns the vacant property to the west of Lions Park amounting to an additional approximate 7.46 acres (APN 543-080-006). The City intends to expand the existing park and to develop the vacant property to include two multi-purpose fields, parking lot, lighting and landscaping.

In 2006, the City completed the design of the project. The scope of work includes revising the design to reflect changes related to: water quality (WQMP) and storm water retention, drought tolerant landscaping and the addition of a restroom facility. Landscape, Electrical and Grading plans are shown in Attachment 1 and electronic files in AutoCad format will be provided to the consultant awarded the contract.

II. SUBMITTAL INSTRUCTIONS

The project specific proposal package shall include the described services, requirements, compensation, and schedule as organized in Exhibit's "A" through "D" of the City's standard professional services agreement. The services shall include among other things:

- a. Proposal – The proposal shall be signed by the highest company executive who can bind the company in contractual services. The proposal shall include a list of key individuals involved in the firm with regard to the scope of work requested by the City.
- b. Organization and Staffing – Provide information showing all proposed staff assignments and sub-consultants including their relationships with the proposed work. Identify the Project Leader who will be the day-to-day contact for the services; and, other personnel assigned to perform the required work for design services. The Consultant will provide personnel to act independently in accomplishing work for the City.
- c. Project Schedule – Provide a detailed project schedule for the Scope of Work requested from start to completion.
- d. Proposed Fee Schedule – Provide a statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up of reimbursable expenses. These items shall match those proposed in the submittal approved by City Council in Resolution No. 2017-39.
- e. Service/Project Approach and Understanding – Discussion of how the Project Leader will manage and prepare design plans for approval by the City including interaction with the City’s Project Manager, Park and Recreation Commission, and City Council. Also, provide discussion on Consultant and sub-consultant team approach on preparing the design documents, issues involved, and plans to address them; the management approach and organization necessary to complete the process; and, outline quality control measures to ensure delivery of quality product on time and within budget.

III. SCOPE OF WORK

1.0 Architectural renderings:

- 1.1 One colored rendering.

2.0 Grading plans:

- 2.1 Shall meet the requirements of the Water Quality Management Plan.
- 2.2 Update plans per WQMP requirements.

3.0 Landscape Improvements Plans:

- 3.1 Revisions to the plans to include water tolerant plants shall be used.
- 3.2 Drip irrigation and micro-spray systems shall be utilized in order to highly promote water conservation.
- 3.3 Updates to products/materials.

4.0 Parking lot, Sidewalk, Gutter and Street Improvements:

- 4.1 Revise plans to reflect updated improvements.

5.0 Water Quality Management Plan (“WQMP”) based on the Whitewater River Region Template:

5.1 Shall be prepared by a qualified QSP/QSD.

5.2 The City's local ordinance requires the 100% retention of the 100 year, 3 hours storm event. The Consultant will prepare a hydrology study and design a retention basin to retain the design storm.

5.3 Shall be developed using the Whitewater River template.

6.0 Storm Water Pollution Prevention Plan (“SWPPP”):

6.1 Shall be prepared by a qualified QSP/QSD.

6.2 Upload to SMARTS.

7.0 Final Plans, Specifications and Estimates shall be prepared and provided to bid the construction project.

8.0 Bid phase assistance:

8.1 Evaluating bids submitted by Contractors and Subcontractors.

8.2 Answering Requests for Information (“RFIs”).

8.3 Preparation of Addendums.

8.4 Conduct Pre-Bid Conference.

9.0 Construction survey/post construction

9.1 Provide construction survey/staking to contractor during construction phase.

9.2 Provide as-built drawings after incorporated redlines from contractor (include mylars and AutoCAD files).

It is the responsibility of the Consultant to visit the site and become familiar with the project location.

IV. SUBCONTRACTING

The Consultant may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by Consultant, Consultant is representing to City that Consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the project specific proposal, the Consultant shall not award work to any unlisted subcontractor(s) without prior written approval of the City. The Consultant shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractor and the City.

V. CONSULTANT COMPENSATION

Proposer shall provide a project specific scope and a “not to exceed fixed fee” for design services and submit the Price Proposal Form (Attachment 2). The selected Consultant will be asked to enter into a “not to exceed” agreement prior to the issuance of the notice to proceed and required to provide insurance naming the City of Banning as additional insured.

VI. CITY DISCLAIMER

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the qualifications that best meet the City needs. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant.

No representation is made that any contract will be awarded pursuant to this RFP. In no way shall a contract be viewed as an exclusive contract in any way. The City reserves the right to retain additional consultants as necessary to satisfy the needs of the City. All costs incurred in the preparation of the proposal, in the submissions of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposed firm. Information submitted to the City in response to this RFP will become the property of the City of Banning and will not be returned.

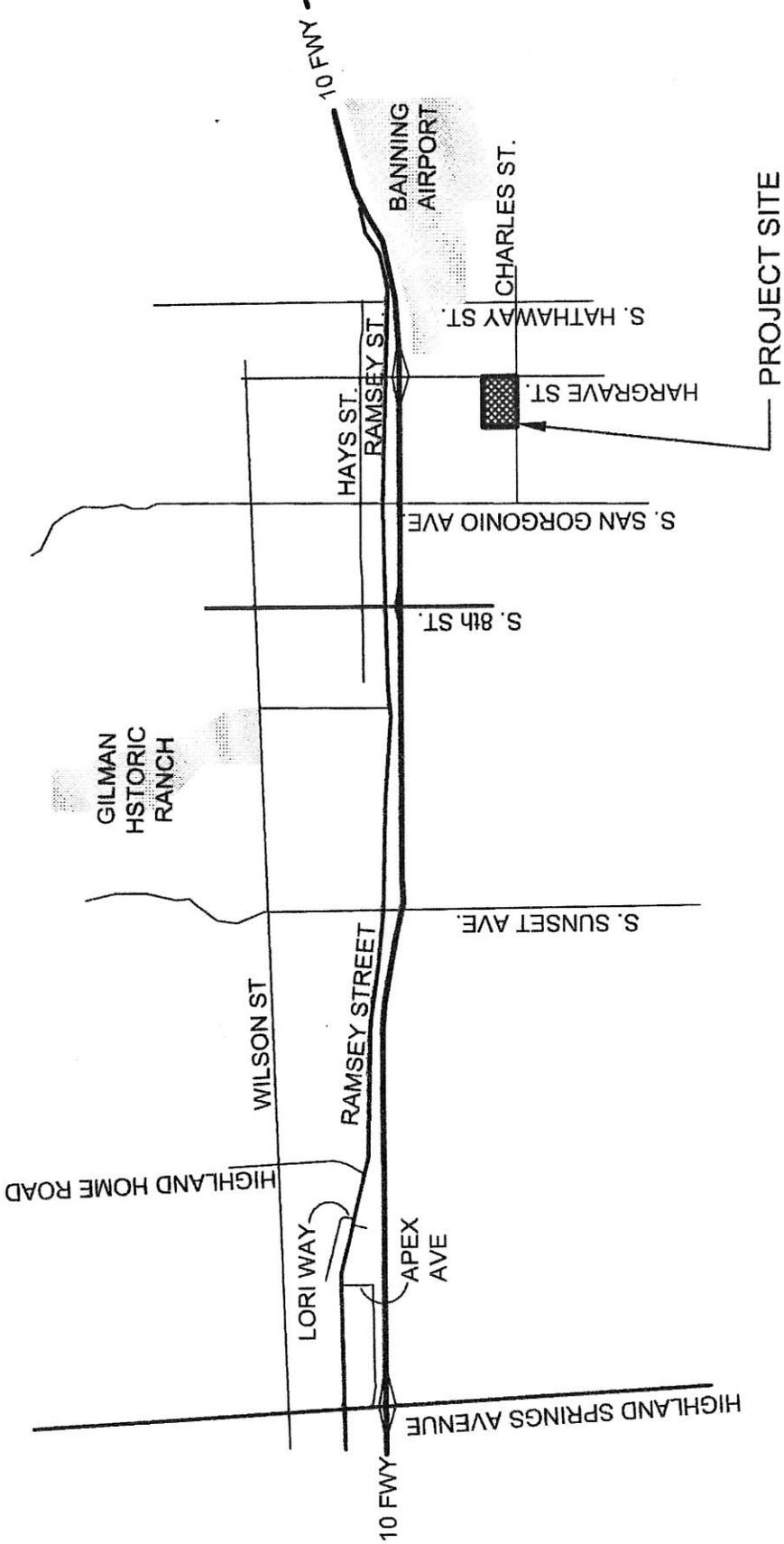
VII. STANDARD CONTRACT

The Consultant shall be willing to enter into an agreement attached as Attachment 3 and comply with the City’s insurance requirements as indicated in the agreement.

VIII. ATTACHMENTS:

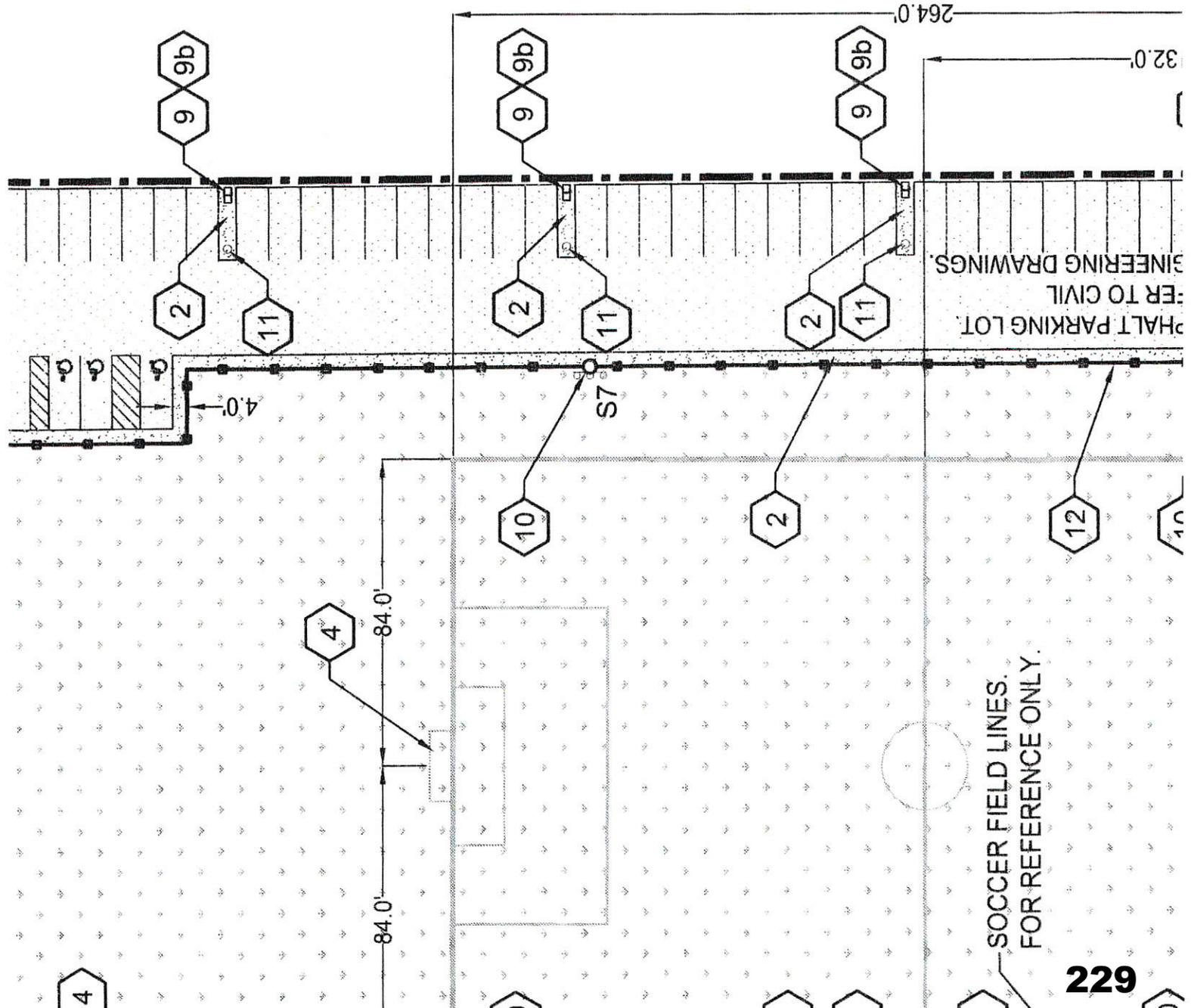
1. Landscaping, Electrical and Grading Plans
2. Pricing Proposal Form
3. Agreement and Insurance Requirements

ATTACHMENT 1
(Landscape, Electrical and Grading Plans)



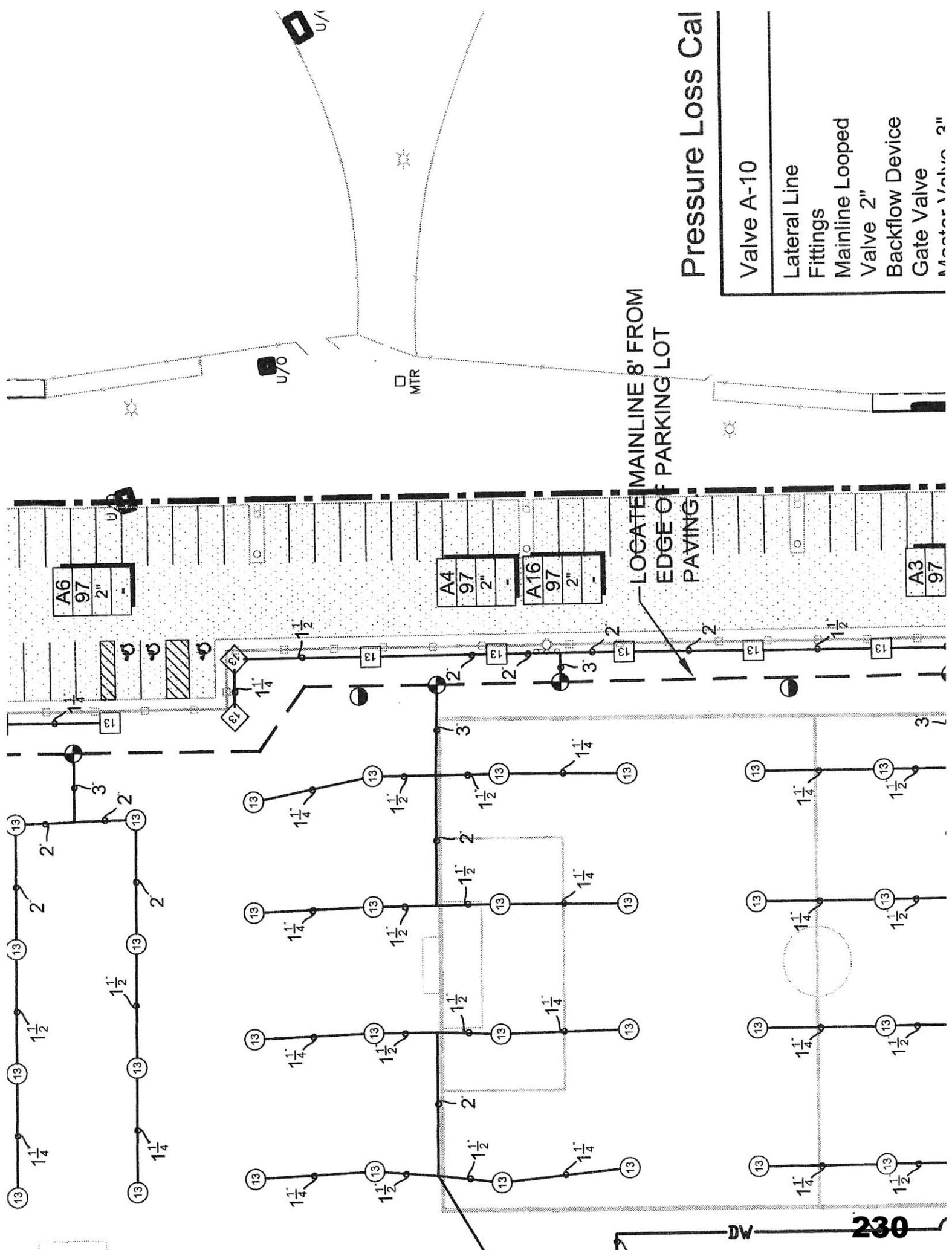
THOMAS GUIDE PAGE 722 C:5

KEY MAP



CONSTR

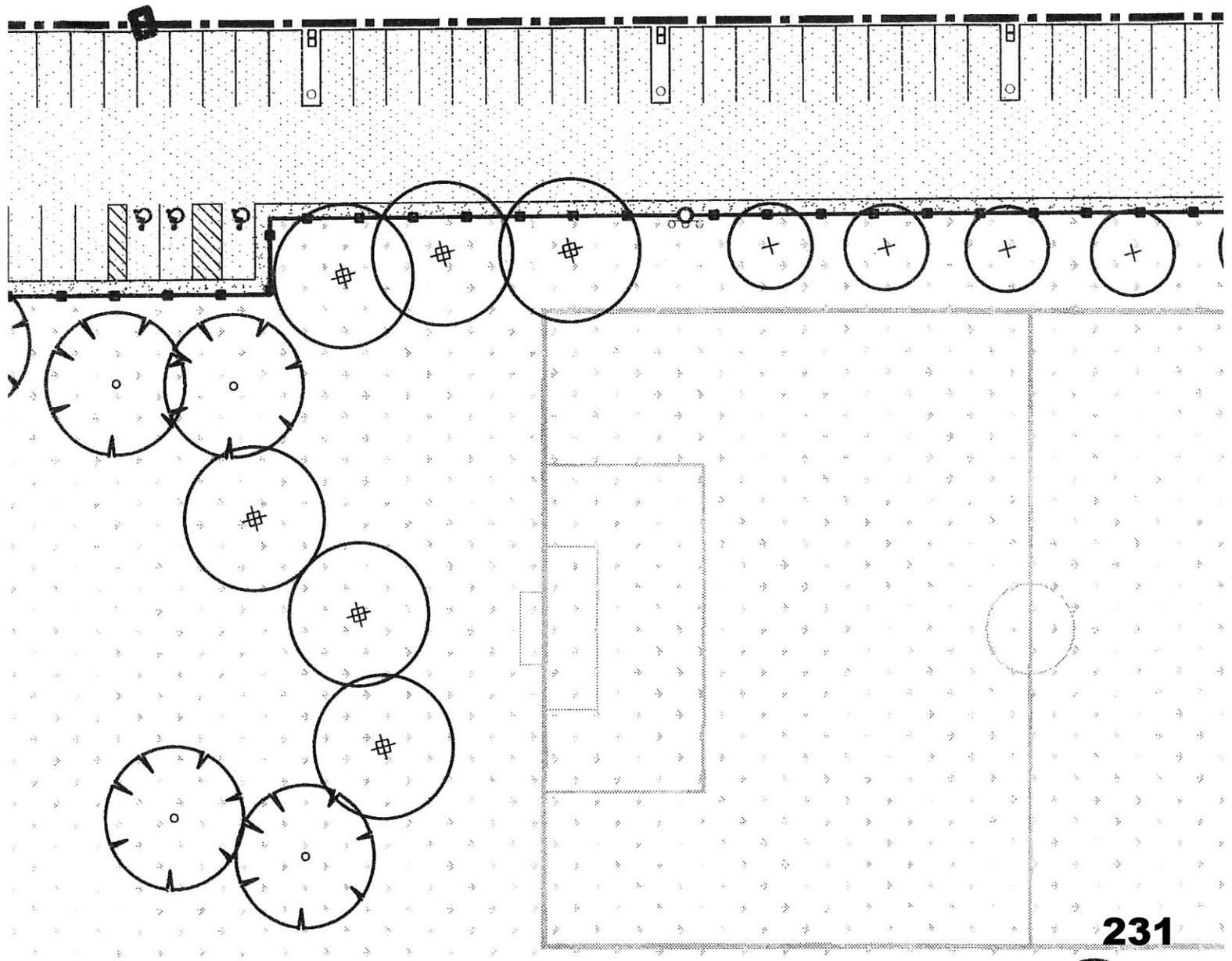
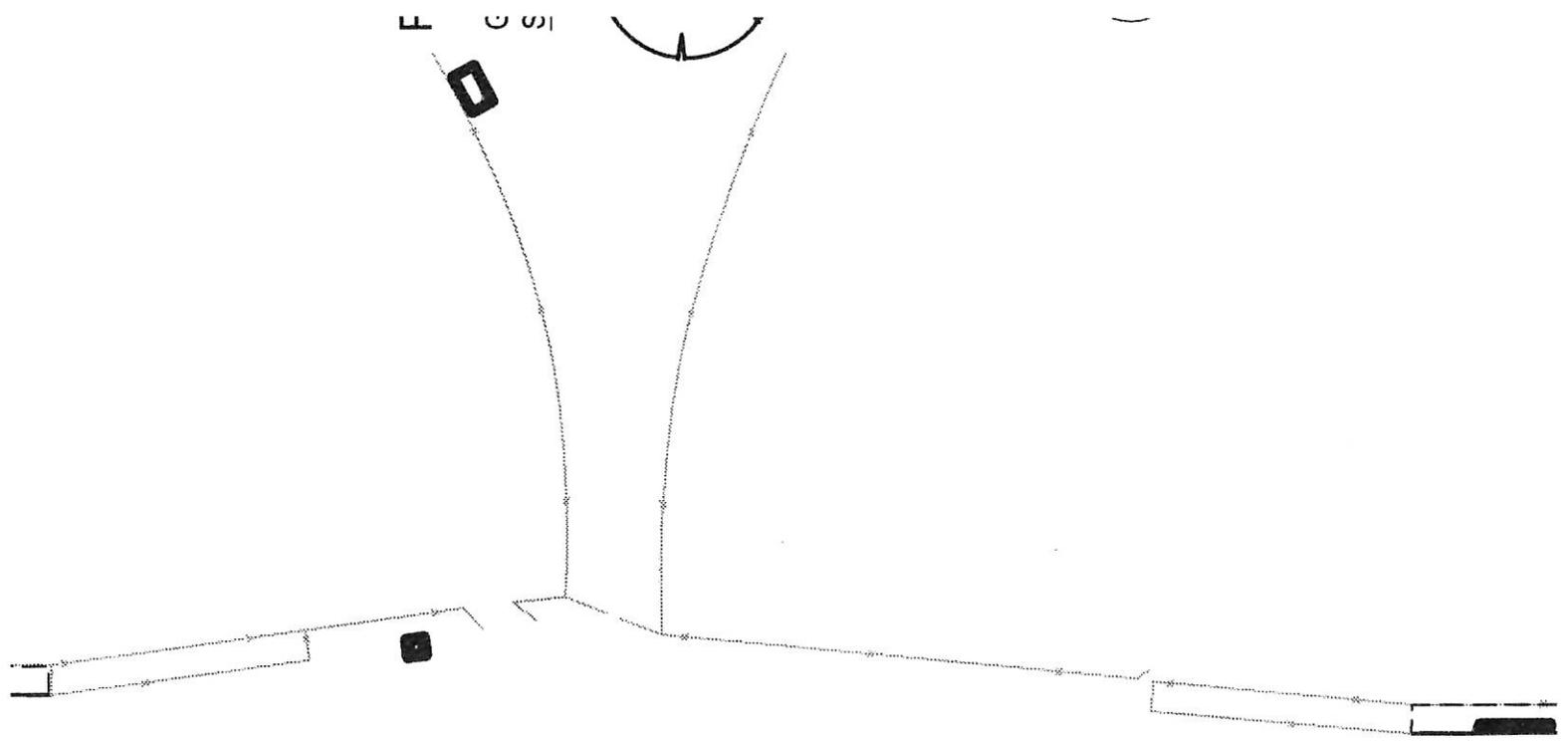
SYM.	QT
1	3,350
2	21,930
3	35,650
4	4 E
5	66 E
6	1 E

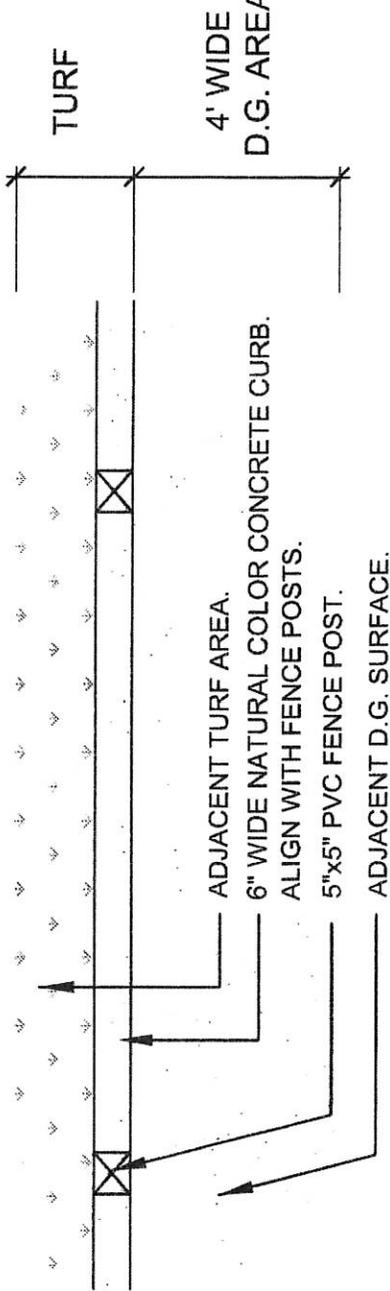


LOCATE MAINLINE 8' FROM
EDGE OF PARKING LOT
PAVING.

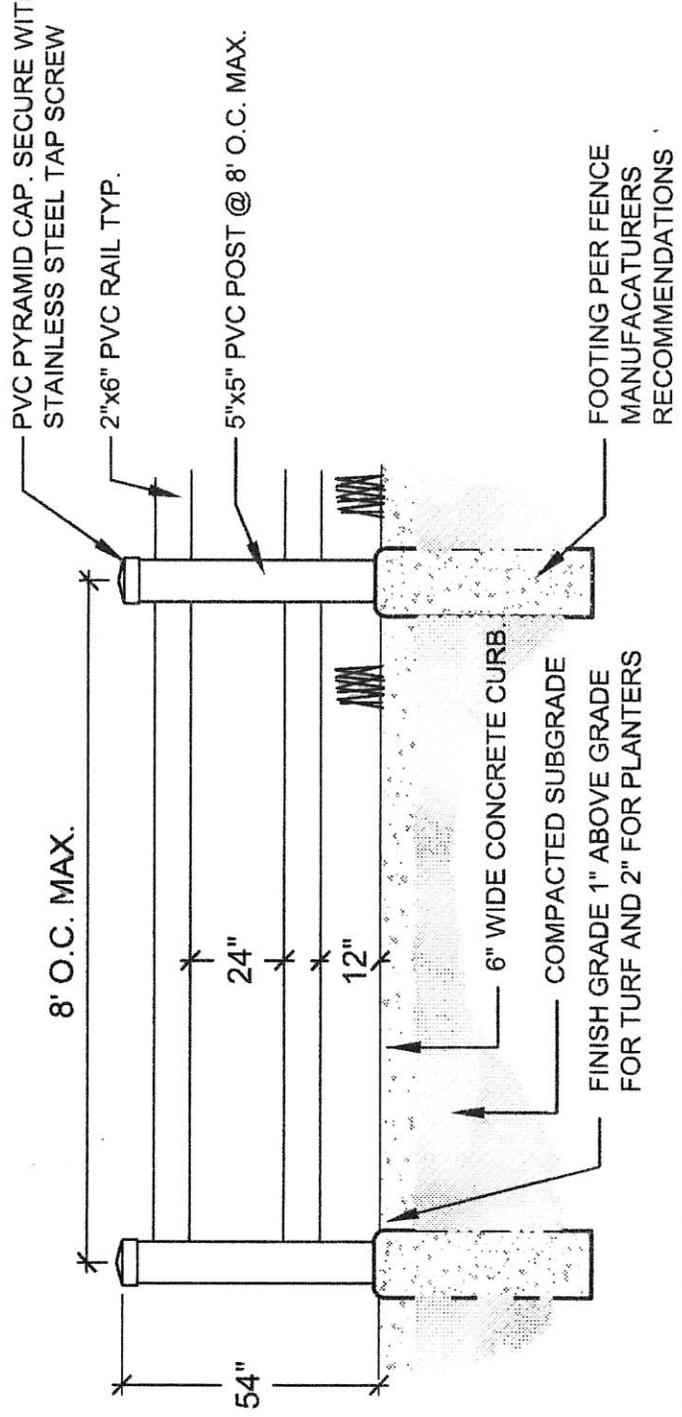
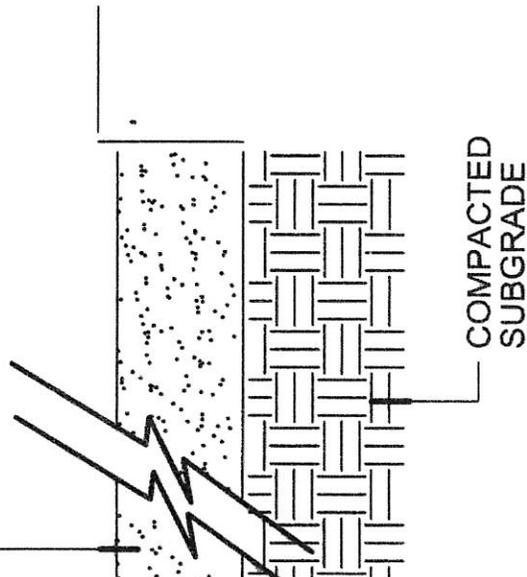
Pressure Loss Cal

Valve A-10
Lateral Line
Fittings
Mainline Looped
Valve 2"
Backflow Device
Gate Valve
Master Valve 2"





PLAN VIEW



COVER

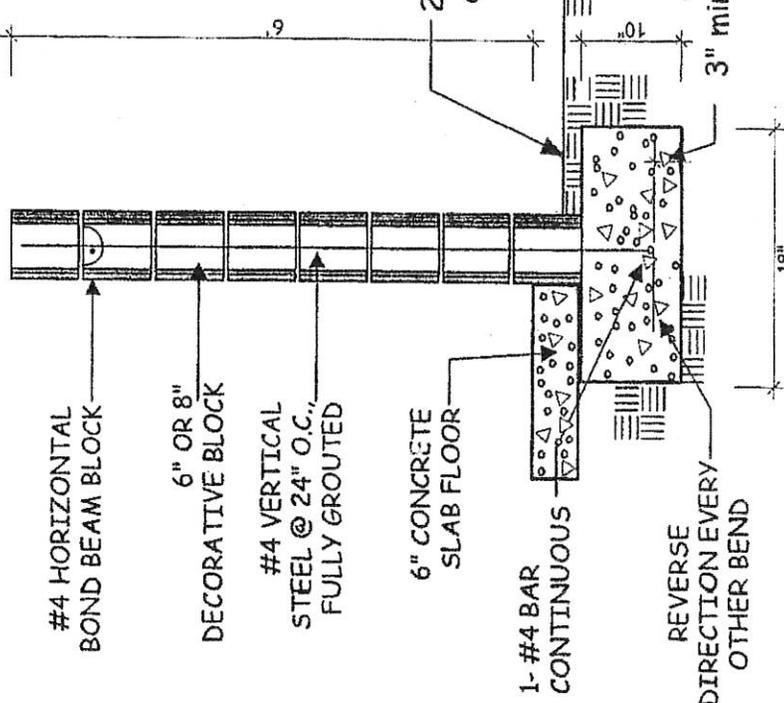
D

TWO RAIL FENCE

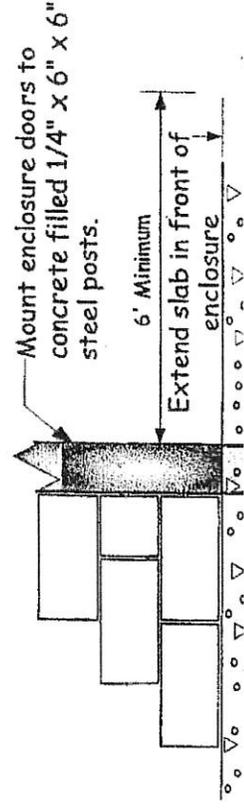
NOTE: Commercial trash enclosure shown (for two containers). Industrial trash enclosures shall provide space for three containers using the dimensions for the individual container configurations illustrated above.

CONSTRUCTION STANDARDS

- 1) Walls are to be of decorative block, masonry, or similar materials. (Not precision block)
- 2) Gates are to be of solid construction.
- 3) Pedestrian access is required if in residential or multi-tenant areas. Consult with the Planning Department for those requirements.
- 4) Double swing gates shall have the swivel spots outside of the opening area of the enclosure. Swivel points shall be attached to concrete filled steel posts/columns at ends of walls.
- 5) Enclosure shall be on a level pad at ground level. The area between the pad and the pick up area shall be a paved area 6' deep for the width of the enclosure and shall not exceed a grade of 2 percent.



**BLOCK ENCLOSURE
DETAIL "A"**



SIZE REQUIREMENTS

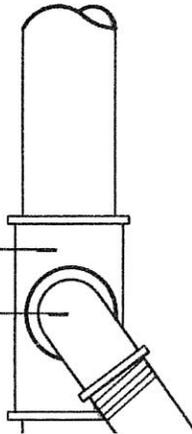
EDGE OF PAVING OR FACE WALL
(APPLIES ONLY WHEN ADJACENT)
SET HEAD FLUSH WITH
FINISH GRADE

FINISH GRADE

TURF POP-UP SPRAY HEAD

MARLEX STREET ELL

LATERAL LINE WITH PVC
TEE OR ELL



SCH. 80 NIPPLE SIZE
AND LENGTH AS REQUIRED
DOUBLE SWING JOINT
2 EA. MARLEX STREET ELLS

TAPE & BUNDLE CONTF
@ 20' O/C (TYP.)

"SNAP TITE" CONNECT
EXPANSION COILS, 15V
AROUND 1/2" PIPE (TYP
ADAPT TO LATERAL LIN
REMOTE CONTROL VAL
(PER LEGEND)
CHRISTY I.D. TAGS

FINISH GRADE

1/2" IN TURF OR D.G. AF
RECT. PLASTIC VALVE F
WITH LOCKABLE LID
COLOR-GREEN or TAN
BRAND STATION I.D. ON

PVC ELL

2"x4" REDWOOD FRAME

4" PEA GRAVEL

CONTROL WIRE (TYP.)

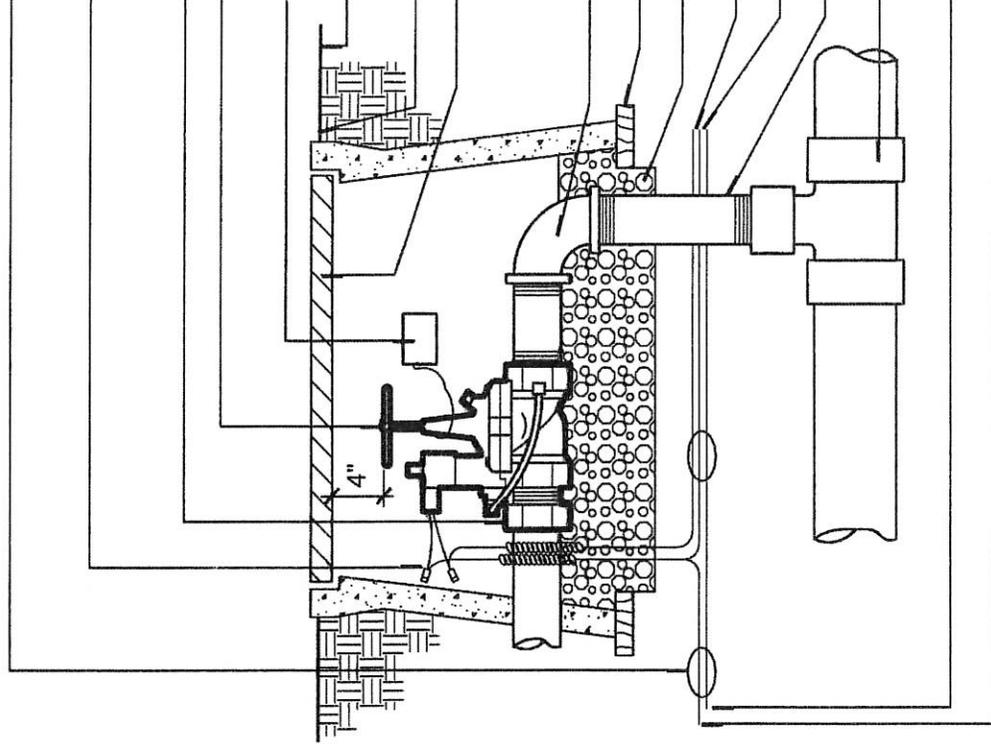
TO CONTROLLER

PVC SCH 80 NIPPLE

MAIN LINE WITH TEE OF
SLIPXSLIPXFIPT

CONTROL WIRE TO OTI

COMMON WIRE TO OTI



8	30	C7	2
		C8	2

Wire	Description	# of Wires	Wire Size (AWG)	Wire Length (FT)	Wire Type	Musco	Notes
1	Line power to contactors, and equipment grounding conductor	Note A	Note B	27		No	A - E
2	Load power to lighting circuits	Note A	Note B	N/A		No	A - D
3	Control power (dedicated, 20A)	3	12	N/A		No	C, D
4	Surge protection device to distribution panel		--	N/A		Yes	F
5	Surge protection device monitoring	3	14	N/A		Yes	C, D, F

R60-25-00_D

- Notes:
- A. Voltage and phasing per the notes on cover page.
 - B. Calculate per load and voltage drop.
 - C. All conduit diameters should be per code.
 - D. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.
 - E. Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.
 - F. Refer to surge protection device installation instructions for more details on equipment information and the installation requirements.
- IMPORTANT:** Control (3) and monitoring (5) wires must be in separate conduit from line and load power wiring (1, 2).

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Form T-5030-1

Control System Summary

Lions Park / 126712 - 1267
Soccer - Page 4

PANEL SUMMARY

CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRC BREAK POSITION
1	1	C1	Pole S1	18.50		OTHER
1	1	C2	Pole S2	18.50		
1	1	C3	Pole S3	18.50		
1	1	C4	Pole S4	18.50		
1	1	C5	Pole S5	14.80		
1	1	C6	Pole S6	14.80		
1	1	C7	Pole S7	14.80		
1	1	C8	Pole S8	14.80		

located within 3 feet (1m) of design locations.



Pole location(s) ± dimensions are relative to 0,0 reference point(s)

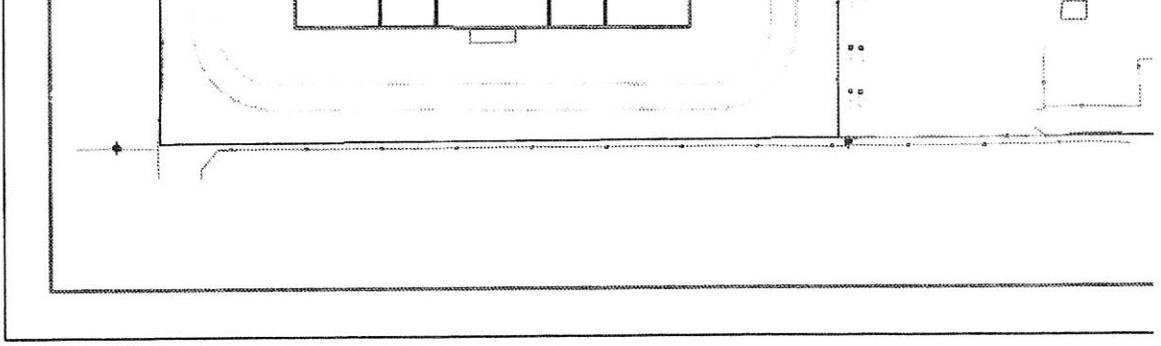


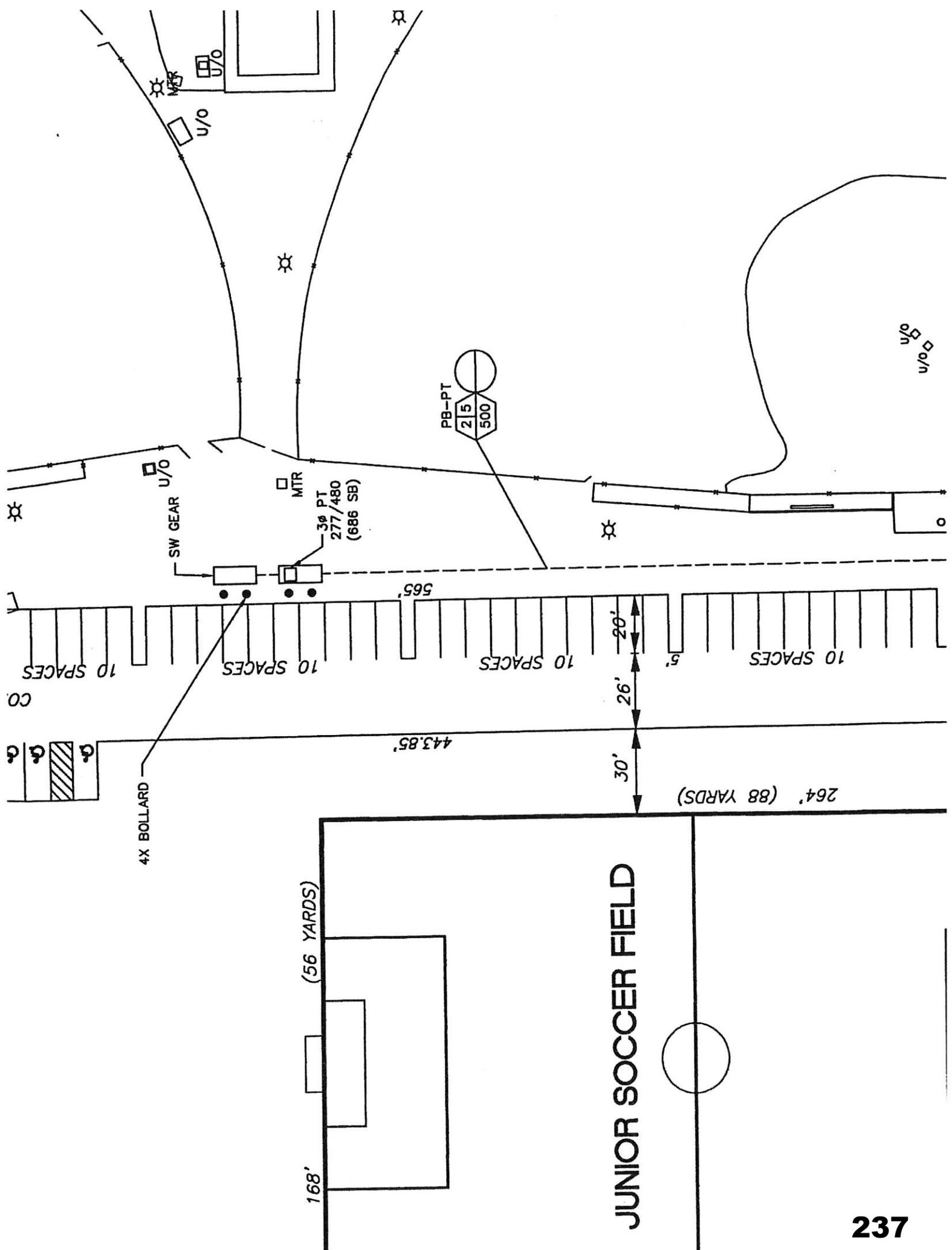
ENGINEERED DESIGN
 By: **Shawn Moyer** 14-Jan-13
 File # / Date: 126712 R

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ILLUMINATION SUMMARY

SCALE IN FEET 1
0'





STRUCTURE OPENINGS
ED. THESE SHALL BE
COMPLETED.

IS FOLLOWS:

INERS. ARRANGE FOR
INCLUDING ORGANIC DEBRIS,
RIALS AND DOMESTIC WASTE DAILY.
INDARY CONTAINMENT SUCH
COVERING FOR SOLUBLE MATERIALS.
IBLE. INSPECT AREA WEEKLY.

USED FOR CONCRETE TRUCK
AT NO TIME SHALL A CONCRETE
CITY STORM DRAINS VIA CURB AND
FOR REMOVAL OF HARDENED

S REGARDING REDUCTION OF
V UP. INSPECT SITE WEEKLY FOR

NTAINMENT SUCH AS BERMING.
EQUIPMENT WITH DRIP PANS.
VT TO A MINIMUM. INSPECT AREA

S MATERIALS TO THE DRAINAGE
AND TRAINING OF EMPLOYEES.
INCLUDE BUT ARE NOT LIMITED TO
HERBICIDES & PESTICIDES, SOIL
TE CURING PRODUCTS.

(951) 922-3130

BE MADE AVAILABLE AT ALL TIMES DURING
TRIALS SHALL BE AVAILABLE ON THE SITE.
RAPID CONSTRUCTION OF EROSION CONTROL

PROVAL OF THE DESIGN CIVIL ENGINEER.
AT THE END OF EACH WORKING DAY WHEN
RING THE RAINY SEASON)

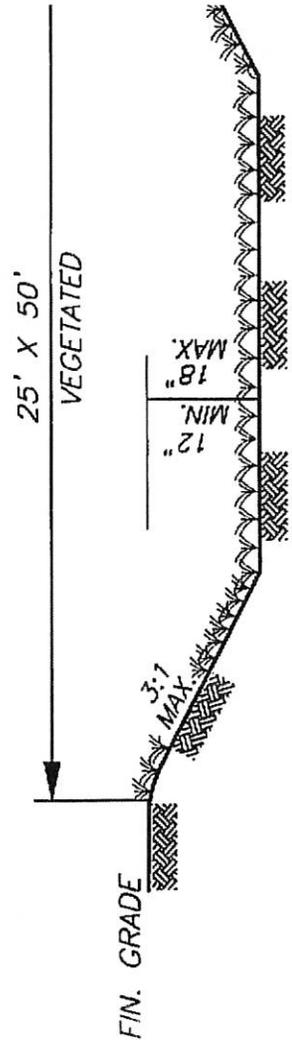
10239
D FROM CHECK BERMS, SILT FENCES

AWAY FROM THE FACE OF THE SLOPE

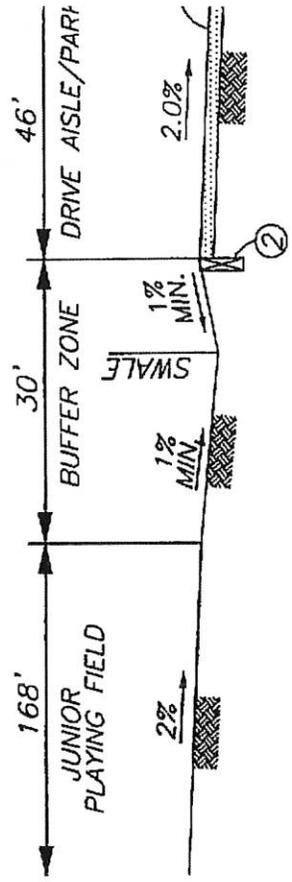
MAKE CHANGES OR MODIFICATIONS TO THESE

6. ELECTRONIC DATA FILES OF THESE PLANS ARE FOR REFERENCE ONLY AND MUST NOT
USED FOR HORIZONTAL AND VERTICAL SURVEY CONTROL.
THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE OR LIABLE FOR
UNAUTHORIZED CHANGES, AMENDMENTS, OR ADDITIONS TO OR USES OF THESE PLANS
ALL CHANGES TO THE PLANS MUST BE IN WRITING AND APPROVED BY THE ENGINEER
WORK AND THE AGENCY HAVING JURISDICTION OVER THE CONSTRUCTION OF THIS PRC

7. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE
(U.S.A.) AT 1-800-227-2600 TWO WORKING DAYS PRIOR TO DIGGING, NO CONSTRU
PERMIT ISSUED BY THE PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING
UNDERGROUND FACILITIES, UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION
ISSUED BY THE U.S.A.



RETENTION BASIN DETAIL
NOT TO SCALE

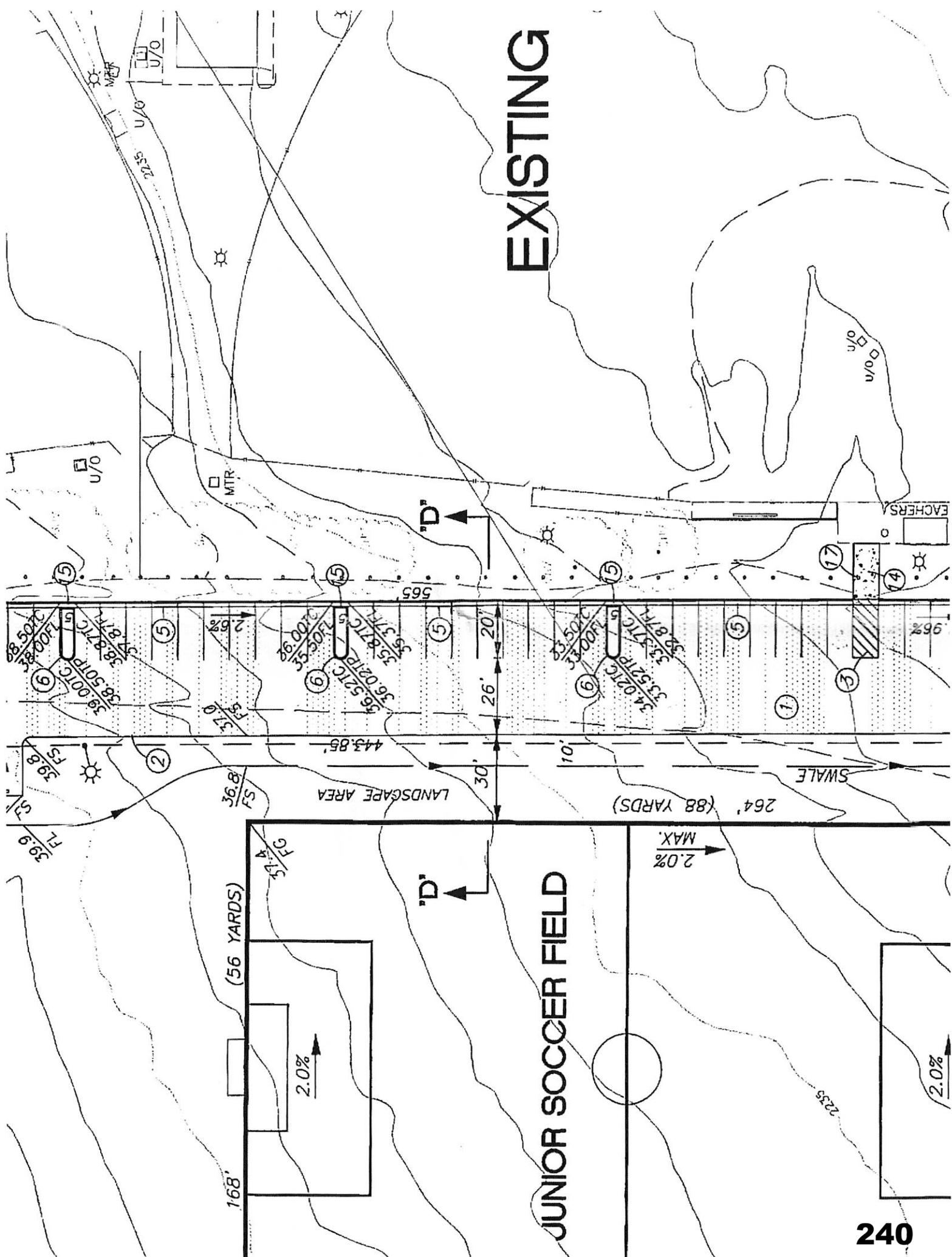


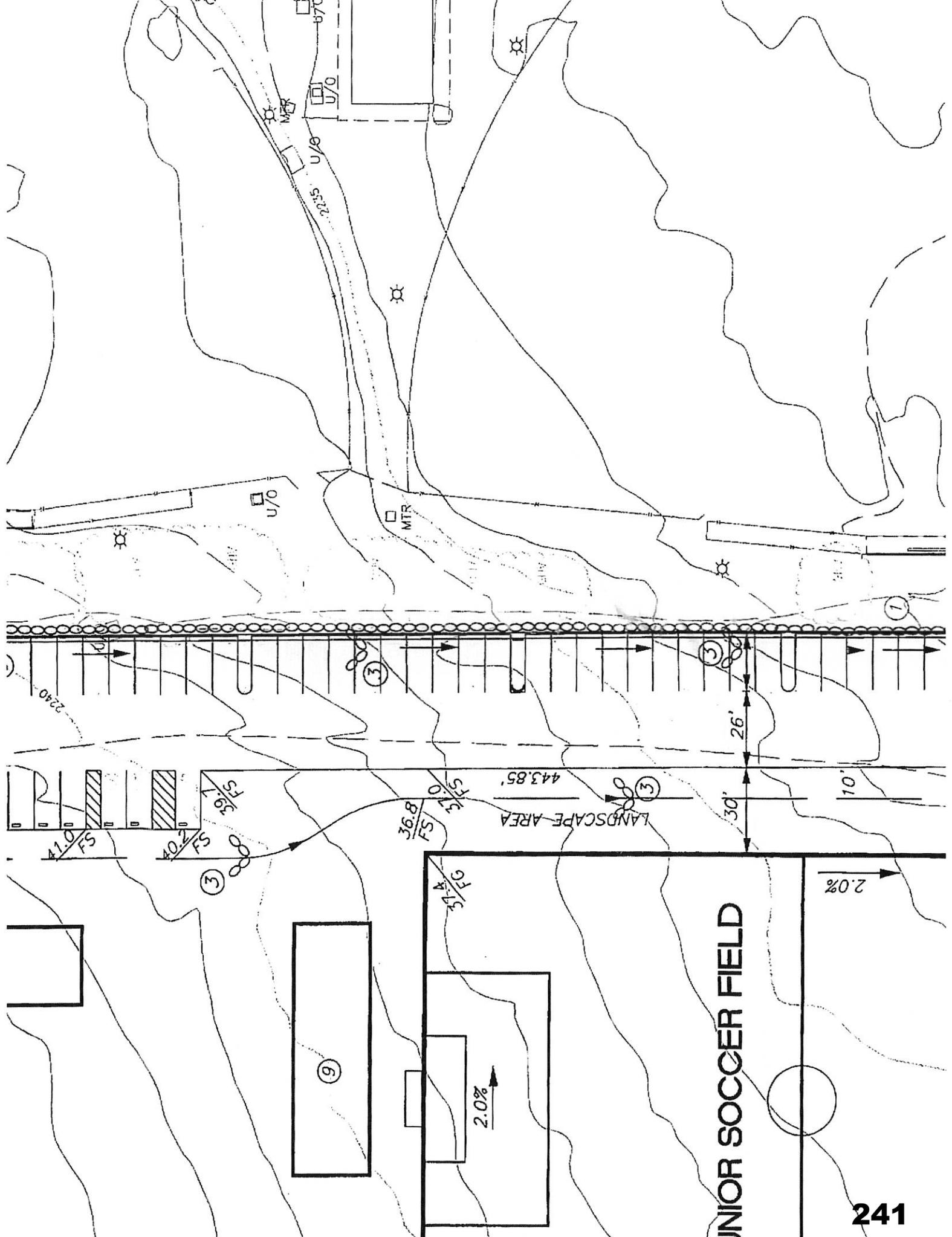
SECTION 'D'-'D'
N.T.S.

CONSTRUCTION NOTES:

- 1) CONSTRUCT 3" ASPHALT CONCRETE OVER 4" MISCELLANEOUS BASE

EXISTING





JUNIOR SOCCER FIELD

ATTACHMENT 2
(Pricing Proposal Form)

PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

Task	Total Cost
1. Architectural Renderings (2)	\$
2. Grading Plans	\$
3. Landscape Improvement Plans	\$
4. Parking lot, Sidewalk, Gutter and Street Improvement Plans	\$
5. Water Quality Management Plan	\$
6. Storm Water Pollution Prevention Plans	\$
7. Final Plans, Specifications and Estimates	\$
8. Bid Phase Assistance	\$
9. Construction Survey/Staking	\$
\$	

A. Total proposal amount in written form:

B. Optional tasks:

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

Consultant shall provide a separate rate schedule identifying staff members’ hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	Hourly Rate	Hours worked	Total Cost
	\$		\$
	\$		\$
	\$		\$

ATTACHMENT 3

(Sample Agreement and Insurance Requirements)

CONTRACT SERVICES AGREEMENT

By and Between

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

and

VENDOR

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
VENDOR**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 12th day of May, 2017 by and between the City of Banning, a municipal corporation (“City”) and VENDOR, a California corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”.

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

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

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees to warranty labor for 90 days. Parts, materials, and workmanship 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, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project,

as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

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

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay 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, \$ _____ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor'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 1 and 5, pertaining to warranty, and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall commence upon execution by both parties and shall expire on DATE, or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Murrill Adams, President

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

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which

must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

(b) 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 Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policies must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

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

[to be initialed]

N/A
Agent Initials

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

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

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

5.3 Indemnification.

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

failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Not Applicable (\$ 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 Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the

Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

MICHAEL ROCK, CITY MANAGER

By:

NAME:
TITLE:

By:

NAME:
TITLE:

ATTEST:

Marie A. Calderon, City Clerk

Tax ID No.

APPROVED AS TO FORM:

John C. Cotti, Interim City Attorney

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.

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 _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

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:

As specified in Scope of Work proposal dated DATE, Exhibit "A-1".

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Contractor shall perform the following tasks in accordance with Exhibit A-1.**
- II. To the extent a Project Proposal consists of multiple subtasks, within the budgeted amounts for each subtask, and with the approval of the Contract Officer, funds may be shifted from one subtask sub-budget to another so long as the Project Budget is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3**
- III. For each Project assignment 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.
- VI. The total compensation for Services shall not exceed \$ _____ as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.5.**

- II. 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.**

The City of Banning will require the following to approve insurance for your contract:

- 1) Limits of insurance:
 - (a) General Liability insurance with limits of not less than \$1,000,000 for bodily injury and property damage; \$1,000,000 for personal and advertising injury; \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate
 - (b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage
 - (c) Professional Liability insurance with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 aggregate **(only required if contract involves the rendering of a professional service)**
 - (d) Workers' Compensation insurance as required by law
 - (e) Employer's Liability insurance with limits of liability of not less than \$1,000,000, each accident; \$1,000,000 disease each employee; and \$1,000,000 disease policy limit

- 2) Certificate holder should appear as follows:

City of Banning
Attn: Jennifer McCoy
99 E. Ramsey Street
Banning, CA 92220-4837

- 3) The certificate of insurance should read "The City of Banning, its officers, officials, employees and agents are additional insured as respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance as respects to the City of Banning, its officers, officials, employees and agents.

- 4) Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability insurance **(including ongoing operations and completed operations)**. The additional insured should read, "The City of Banning, its officers, officials, employees, agents and volunteers". Examples of primary insurance language are "Such insurance as is afforded by the policy is primary and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement" or "This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis".

- 5) Additional insured endorsement for Auto Liability insurance. The additional insured should read, "The City of Banning, its officers, officials, employees and agents."

- 6) Waiver of subrogation endorsement for Workers' Compensation insurance should read, "the City of Banning, its officers, officials, employees and agents."

- 7) The "Retro Date" must be shown for the Professional Liability insurance. **(only required if contract involves the rendering of a professional service).**

Should you have any questions with respect to the foregoing, please do not hesitate in contacting Jennifer McCoy at jmccoy@ci.banning.ca.us or (951)-922-3121.

Thank you.

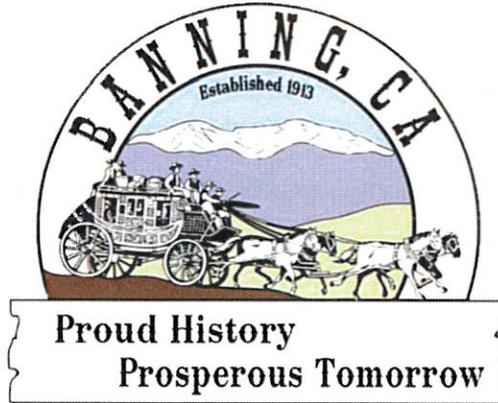
ATTACHMENT 3

(Cozad and Fox, Inc., Proposal)

PROPOSAL

LIONS PARK EXPANSION

DESIGN SERVICES



June 13, 2017

Prepared for:
City of Banning
Public Works Department
Holly Stuart, Management Analyst
99 East Ramsey St.
Banning, CA 92220-0098





- CIVIL / STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

June 13, 2017

Holly Stuart
Management Analyst
City of Banning
Public Works Department
99 E. Ramsey Street
Banning, CA 92220

P: (951) 922-3138
E: hstuart@ci.banning.ca.us

RE: PROPOSAL FOR CIVIL ENGINEERING DESIGN AND LANDSCAPE ARCHITECTURE SERVICES FOR LIONS PARK EXPANSION

Dear Ms. Stuart,

Thank you for the opportunity to provide our proposal for Engineering and Landscape Architecture services for the City of Banning's proposed Lions Park Expansion. **Cozad & Fox, Inc.** intends to team with **Hermann Design Group**, Landscape Architects. The team of **Cozad & Fox, Inc.** and Hermann Design Group are uniquely qualified for the Lions Park Expansion, in fact Jose Estrada of Hermann Design Group worked on the first phase ballfields many years ago while employed at RHA, where Chris Hermann was also a partner. We have also included an optional task to subcontract with **MRC Engineering, Inc.**, Electrical Engineers, to update the Electrical Plans as some of the equipment on the existing plans is no longer available. Our team will provide exceptional service in designing the Lions Park Expansion due to our vast experience and successful track record designing parks, parking lots, restroom facilities and street improvements. Recently, we just successfully completed the park improvements for the City of Indio's Miles Park, Burr Street Park, and Dr. Carreon Park. **Cozad & Fox, Inc.** has also designed the Valle Vista Community Center and Sports Park, the Winchester Community Center and Sports Park and other parks. We have also designed parking lots for Valley Wide Park & Recreation District, the Riverside County Parks and Open Space District and other agencies.

We have a successful track record working with the City of Banning, adding and replacing sidewalks and street curbs in areas with challenging relief. We also have a successful track record working with the utility companies to eliminate surprises during construction so the contractor is not delayed.

It's not just our design skills that make us a success with the City of Banning and other agencies, we understand schedules and budgets. We understand the Lions Park Expansion project is a high priority and we will strive to provide professional services that will surpass your expectations.

We believe we have a good track record and we are more than willing to bring our team in to discuss how we can successfully help the City complete the Lions Park Expansion.

Thank you,


Brian Fox, P.E., P.L.S.
President/ Principal

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APPENDIX “A” – Subconsultants Scope of Work and Fees / Resumes



PROJECT UNDERSTANDING

Existing Lions Park is located in southeast Banning on the northwest corner of South Hargrave Street and Charles Street. The existing park features a playground, three (3) baseball diamonds and snack bar facilities. The City of Banning is seeking design services to expand the existing park to the vacant property to the west. The park expansion will include two multipurpose fields, parking lot, lighting, drought tolerant landscaping and accessibility to meet the requirements of the American with Disabilities Act (ADA). The existing plans will need to be revised incorporating the landscaping and Water Quality requirements. The parking lot and street improvement plans will also need to be updated, for the Water Quality requirements and retention basins.

PROJECT APPROACH

Upon award of the project, the team of **Cozad & Fox, Inc.** and Hermann Design Group will initially meet with the City's Project Manager and discuss revisions to the plans. Our focus will be to incorporate Water Quality Management Plan (WQMP) and 100% storm water retention. The WQMP will affect the Grading Plans. We will also focus on drought tolerant landscaping and the addition of a restroom facility, this will affect the civil plans related to Grading and plumbing. Hermann Design Group will revise the Landscape Plans to include drought tolerant landscaping.

Brian Fox, P.E. will be the Principal in Charge and Chris Hermann, Landscape Architect, will be in Charge of Landscape Plans, both will maintain close communication between our Project Manager, Robert Vestal, P.E. and the City's Project Manager. Our team will provide weekly updates to the City's Project Manager and presentations at the Parks and Recreation Commission and City Council as requested. Our team will actively engage in Phase Review with the City at various stages of the plan and document development process. Phase reviews are preliminarily scheduled to occur at 30%, 60% and 90%. Additional reviews and submittals may be required as direct by the City.

QUALITY ASSURANCE PROGRAM (QA/QC)

Cozad & Fox, Inc. has provided civil engineering design and construction surveying services within Riverside County for the past 38 years. During that time **Cozad and Fox, Inc.** has developed practices and standards which ensure the greatest level of quality.

- ❖ **Cozad and Fox, Inc.** will maintain close communication between the City and all staff and consultants.



- ❖ As Principal in Charge, Brian Fox R.C.E., P.L.S. will review all staff decisions, designs, services and communications for this project. Furthermore, Brian will be the Engineer of Record (EOR). Brian Fox is a licensed, professional engineer responsible for the direct control and personal supervision of engineering work. Robert Vestal, P.E., will be the Project Manager. Brian and Robert will be focused on the project to address issues and keep the City informed. Chris Hermann will coordinate directly with City staff for the revised Landscape Plans.
- ❖ To provide the greatest plan and document quality **Cozad and Fox, Inc.** will ensure the following:
 - That the plans are double checked with separate in-house review, and documents are accurate and a thorough representation of the existing project conditions, site features and terrain features.
 - Proposed plans and documents are an accurate and thorough representation of the design intent and contain sufficient details for constructability.
 - That the plans and documents are supported by a thorough and detailed review, documented development process; developed from 38 years of experience.
 - That the plans and documents are developed with the active involvement from City staff and consultants throughout the project.
 - That the plans will be developed and will comply with all standards and guidelines set by the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G).
 - Construction staking will be double checked and cut-sheets submitted to City Inspectors.
 - Coordination with contractor and inspectors to ensure the City receives a quality park.



SCOPE OF WORK

Cozad & Fox, Inc. will provide the following services as outlined by the City:

- 1 RESEARCH, REVIEW AND KICK-OFF MEETING**
Cozad & Fox, Inc. and Hermann Design Group will review project scope with the City of Banning's Project Manager. Review existing site conditions, civil plans and site surveys. Meet with the City to initiate the project, discuss project programming, preliminary plans, design objectives and cost estimates. **Cozad & Fox, Inc.** will coordinate revisions and corrective concepts with the City.
- 2 SITE VISIT AND VERIFICATION**
Cozad & Fox, Inc. will visit the site and perform a field walk to verify / site conditions path of travel. The field walk will be used to evaluate WQMP and restroom addition requirements.
- 3 DESIGN DEVELOPMENT MEETINGS**
Cozad & Fox, Inc. and Hermann Design Group anticipates (3) three meetings with the City's Project Staff to discuss current progress, current design and future design. The three meetings shall coincide with project milestones and/or monthly intervals.
- 4 GRADING PLAN, PARKING LOT PLAN AND STREET IMPROVEMENTS**
Cozad & Fox, Inc. will update the Grading Plans, Parking Lot Plans, and Street Improvement Plan for compliance with the WQMP and City requirements. The addition of a restroom will also be incorporated into the plan set. The revised plans will be prepared using computer aided design software (AutoCAD) and will be printed on size 24x36 paper. Final plans on mylar submittal will be signed by a California Registered Professional Engineer.
Cozad & Fox, Inc. will submit the detailed grading plans, special conditions and technical specifications. All drawings and specifications will comply with all applicable requirements of the American with Disability Act and Accessibility Guidelines (A.D.A.A.G.) and all current applicable State and local codes.
Cozad & Fox, Inc. will provide the City with a **30% preliminary** plan with recommendations. Concurrence will be obtained from the City of Banning before **Cozad and Fox, Inc.** proceeds to the **60% detailed** design stage.
Cozad & Fox, Inc. will provide the City with a **90% detailed** design which incorporates all review comments from the City of Banning and other entities.
Cozad & Fox, Inc. will provide the City with a **100% Final (PS&E)** upon City approval and prepare the final PS & E for bid. The final bid package will include all plans and specifications.



LANDSCAPE IMPROVEMENTS PLANS AND ARCHITECTURAL RENDERING

5

Hermann Design Group will provide one colored Architectural Rendering, based upon the revised landscape plan and site design. The existing plans will be revised to include drought tolerant plants and the new restroom. Irrigation plans will be revised to include drip irrigation and micro-spray systems and promote water conservation. Hermann Design Group will also provide updates to products/materials.

WATER QUALITY MANAGEMENT PLAN (WQMP)

6

Cozad & Fox, Inc. will prepare a WQMP, by Brian Fox, P.E. is a qualified QSP/QSD and will oversee the WQMP preparation. The City's local ordinance requires the 100% retention of the 100 year, **Cozad & Fox, Inc.** will design a retention basin to retain the design storm. **Cozad & Fox, Inc.** will develop the WQMP, using the Whitewater River template.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

7

Cozad & Fox, Inc. will prepare the SWPPP, Brian Fox, P.E., is a qualified QSP/QSD and **Cozad & Fox, Inc.** will oversee the SWPPP and upload to the SMARTS system.

FINAL PLANS, SPECIFICATIONS AND ESTIMATES

8

The team of **Cozad & Fox, Inc.** and Hermann Design Group will prepare and provide bid construction project specifications and final cost estimates.

BID PHASE ASSISTANCE

9

Cozad & Fox, Inc. and Hermann Design Group will evaluate bids submitted by contractors and subcontractors. Answer requests for information (RFI's). Prepare addendums and conduct a pre-bid conference.

CONSTRUCTION SURVEY/POST CONSTRUCTION

10

Cozad & Fox, Inc. will provide construction surveying, staking and support throughout the project. Construction staking will include: sidewalks, curbs, parking lots, ramps, signage, striping, and appurtenances. **Cozad & Fox, Inc.** will provide at a minimum, one (1) set of staking calculations and cut sheets.

"AS-BUILTS" CONSTRUCTION DRAWINGS

11

Cozad & Fox, Inc. will prepare final field "as-built" construction drawings on mylar and AutoCad format to the City's Project Manager. The "as-built" drawings incorporate any changes that occurred during construction.



12

OPTIONAL ELECTRICAL ENGINEERING

As a subconsultant to **Cozad & Fox, Inc.**, MRC Engineering, Inc. to provide Electrical Engineering services. The following tasks will be performed by MRC, Inc.:

- Design power to the sports lighting pole locations or 2 new multi-purpose fields. Coordinate if the sports lighting will be upgraded to LED sports lighting.
- Design Power to the parking lot lighting fixtures
- Update the parking lot lighting fixtures to LED. (The Delta lighting specified is no longer in existence)
- Design pedestrian post lighting on the walks around the multi-purpose fields.
- Photometrics for the parking lot and pedestrian lighting.
- Design a new main electrical service for the new project and all electrical distribution.
- Provide a complete set of construction documents, specifications, notes, details and drawings required for bidding and construction.
- Title 24 compliance for outdoor lighting
- Cost Estimate for electrical & lighting
- Respond to RFI's
- Review all electrical shop drawings

Not included

- Renovations to the Lions Park electrical & lighting systems.
- Work associated with the existing park
- Sports lighting photometrics

EXPERIENCE WITH SIMILAR PROJECTS

CITY OF INDIO

BNP 2010-2011 THREE NEIGHBORHOOD PARKS

Cozad & Fox, Inc. provided the design, construction surveying and construction administration services for the improvements of Three Neighborhood Parks including Burr Street Park, Dr Carreon Park and Miles Park along with street improvements on Valencia Street and Palm Street. The project was constructed according to the City's requirements, within budget and on schedule.



City of Indio
Mr. Scott Truillo
(760) 391-4013
(Now with Indio Water Authority)

Cozad & Fox, Inc.
Key Personnel
Brian Fox, P.E., L.S.
Bob Pisa, L.S.I.T.

VALLEY-WIDE RECREATION AND PARK DISTRICT

THE WINCHESTER COMMUNITY CENTER AND SPORTS PARK

In conjunction with Valley Wide Park and Recreation District, Eastern Municipal Water District and Riverside County Fire Department, **Cozad & Fox, Inc. surveyed, designed** and provided **construction support services**. The project included extending local county road access, water and reclaimed water, utilities and electrical services to the 20-acre park site. The new park included ample on-site parking, baseball fields, soccer fields, playground and 10,000 s.f. community center with meeting hall, basketball court, concessions, and meeting rooms. The sports park was constructed on budget and on schedule and provides a much needed facility for the community of Winchester.



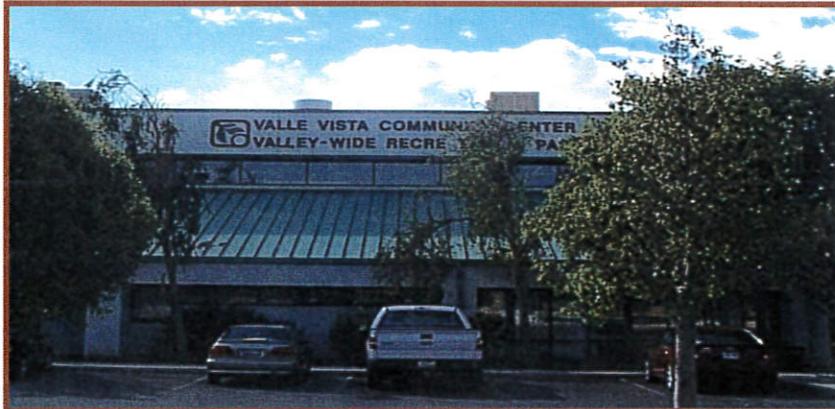
VALLEY-WIDE
RECREATION AND
PARK DISTRICT
MR. SAM GEOPP
(Former General
Manager)

MR. DEAN WETTER
Current General
Manager
(951) 654-1505

Cozad & Fox, Inc.
Brian Fox, P.E., P.L.S.
Bob Pisa, L.S.I.T.

**VALLEY-WIDE RECREATION AND PARK DISTRICT
THE VALLE VISTA COMMUNITY CENTER AND SPORTS
PARK**

Cozad & Fox, Inc. also provided the complete surveying, design and construction support services for the Valle Vista Community Center and Sports Park a 10-acre facility with baseball fields, play areas, on-site parking and 10,000 s.f. community center.



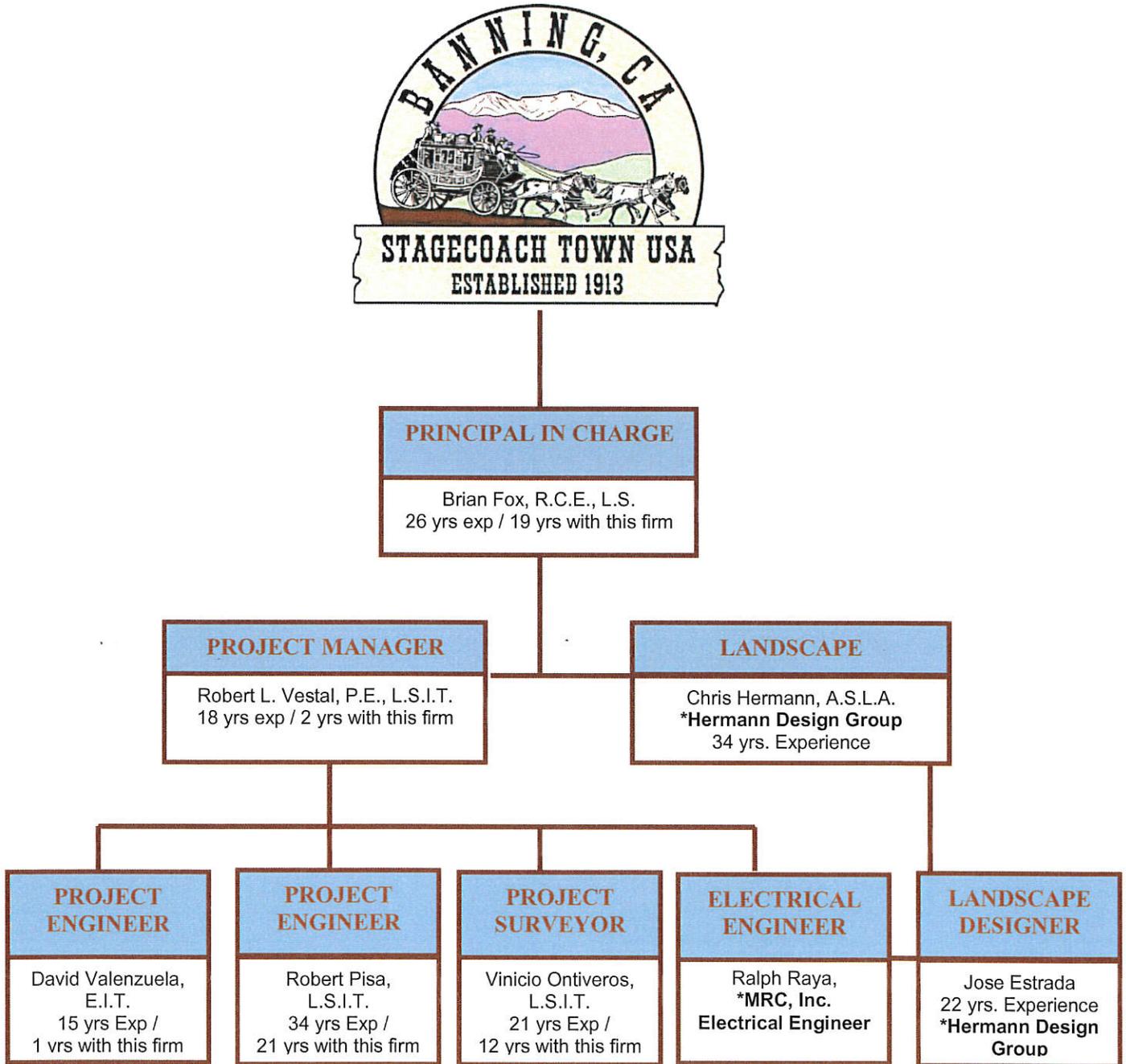
**VALLEY-WIDE
RECREATION AND
PARK DISTRICT
MR. SAM GEOPP**
(Former General
Manager)

MR. DEAN WETTER
Current General
Manager
(951) 654-1505

Cozad & Fox, Inc.
Brian Fox, P.E., P.L.S.
Bob Pisa, L.S.I.T.



PROJECT TEAM



***See Subconsultants Resumes in Appendix A**



RESUMES

BRIAN D. FOX, M.S.C.E. – PRINCIPAL/PROJECT MANAGER

Brian Fox joined the firm of **Cozad & Fox, Inc.** in September of 1990. Mr. Fox has also worked for Metropolitan Water District where he performed GPS surveys at the Eastside Reservoir Project and at Yorba Linda Water District. While with MWD, Mr. Fox also performed construction surveys for pipelines, treatment facilities and pumping plants. At Yorba Linda Water District, Mr. Fox was responsible for design of water pipelines and facilities.

Mr. Fox's educational background includes a Bachelor of Science degree in Civil Engineering with Survey Option from California State Polytechnic University, Pomona, where he graduated Cum-Laude. He has also received a Master of Engineering degree from California State Polytechnic University, Pomona. In addition, he has completed extensive civil engineering course work at California State University, Long Beach.

As Project Engineer and Project Manager, Mr. Fox has been the team leader for public sector civil engineering projects. Mr. Fox's experience includes GPS, topographic, and construction surveys; design of grading, drainage, and storm drain facilities; street and highway improvements; water, sewer and recycled water facilities; storm channels; and hydrology and hydraulic studies. Because of his construction and surveying experience, he has specialized expertise in constructability review of water and sewer systems.

Mr. Fox is a member of Chi-Epsilon, the Civil Engineering Honor Society; Tau Beta Pi; Phi Kappa Phi, the top 5 percent honor society; and Golden Key National Honor Society.

Education

Bachelor of Science
Civil Engineering-
Survey Option
California State Polytechnic
University, Pomona, 1995
Masters – Engineering
California State Polytechnic
University Pomona, 2001

Registrations

Professional Land Surveyor
No. 7171, California
Registered Civil Engineer
No. 57264, California
QSD/QSP 2011-2013
Certificate No. 00967

Affiliations

California Land Surveyors
Association
Chi Epsilon
Tau Beta Pi
Phi Kappa Phi
Golden Key National Honor
Society

Publications

A.C.S.M. Mobile Device for
the Remote Mapping of
Electric Fields



ROBERT L. VESTAL, P.E. – PROJECT ENGINEER

Robert L. Vestal rejoined the firm of **Cozad & Fox, Inc.** in 2014 as a Project Engineer and Survey Party Chief. Mr. Vestal originally worked for the firm in the late nineties. Mr. Vestal has over 18 years of experience in civil engineering and land surveying. He has worked for various engineering firms throughout the Riverside County area and he also worked for the County of Riverside, Transportation Department. As Project Engineer his responsibilities include performing various engineering related studies (Hydrology, Pipe Networks, Hydraulic, Structural and Water Quality). Mr. Vestal's experience includes various commercial, residential, municipal and industrial projects located throughout Southern California.

Education

Bachelor of Science
Civil Engineering - Survey
Option
California State
Polytechnic University,
Pomona, 2015

Registrations

Registered Civil Engineer
No. 86258, California
Land Surveyor-In-Training
No. 8179, California

DAVID VALENZUELA, E.I.T. – PROJECT ENGINEER

David Valenzuela joined **Cozad & Fox, Inc.** in 2016 and has over 15 years in the engineering and construction industry. He has experience in the water and wastewater industry, in addition to vertical construction, pipelines and street construction. He has worked as representative for contractor as well as provided various Construction Management Services for the client. David has experience in project administration, schedule review, inspection, and jobsite safety. He has worked as lead inspector for the **Elsinore Valley Municipal Water District's** \$28M Capital Improvement Program as well as provided on-call services for **Elsinore Valley Municipal Water District, and West Basin Municipal Water District.** Projects include one mile of 18" Ductile Iron Pipe (DIP) and half mile 24" DIP for 1467 Zone Pipeline Phases 3 & 4 (EVMWD) approximate project cost \$1.03M, approximately one mile of 12" C900 PVC pipe for the Carson Mall Lateral Phase II (WBMWD) approximate project cost \$700k and 4 miles of 12" C900 PVC pipe for the Carson Street Master Plan Implementation Project (WBMWD) approximate project cost \$2.7M. His expertise includes review of project submittals, road construction, including grading, paving, water and sewer pipeline construction, jack and bore construction, and masonry construction.

Education

Bachelor Science
Civil Engineering-General
Option
California State
Polytechnic University,
Pomona, 2013

Registrations

Engineer-In-Training
OSHA 30



ROBERT PISA, L.S.I.T. – PROJECT ENGINEER

Robert Pisa joined the firm of **Cozad & Fox, Inc.** in 1995 after two years with J.N. Beeler & Associates of Riverside. His initial training in the engineering field began in 1980 while enlisted in the United States Air Force and included being selected to attend the military's Advanced Engineering Design School. After leaving the Air Force, Mr. Pisa worked on the Space Shuttle Program for **Lockheed Space Operations Company** at Vandenberg Air Force Base as a Designer for Facilities Support. In 1986, Mr. Pisa went to work for M.K. Welch Surveys, Inc. of Santa Maria, California, developing his experience with state-of-the-art computerized surveying and engineering practices. Mr. Pisa relocated to the Inland Empire in 1991.

Mr. Pisa has served as Project Engineer for public sector civil engineering projects. His experience includes topographic surveys, construction surveys, grading and drainage plans, design of storm drainage facilities, street improvement plans, and design of water, sewer and recycled water facilities.

Education

A.S. - Animal Husbandry
State University of
New York
Morrisville, NY

A.A. - Liberal Studies
Allan Hancock College
Advanced Engineering
Design
School - U.S.A.F.

Bachelor of Arts - Liberal
Studies
California State University
San Bernardino, CA

Registrations

Land Surveyor-In-Training
No. 4493, California

VINICIO ONTIVEROS, L.S.I.T. – PROJECT SURVEYOR

After graduating with a Bachelor of Science degree in Civil Engineering from the University of Mexico in 1995, Mr. Ontiveros worked as project engineer for pipeline design and as a survey party chief performing ALTA, public works, topographic, control, construction and boundary surveys. Vinicio Ontiveros joined the firm of **Cozad & Fox, Inc.** in 2002 after 7 years in the pipeline and roadway design and surveying field.

As a project design engineer, Mr. Ontiveros has designed miles of water pipeline facilities including EMWD's Assessment District No. 19 totaling 6 miles of water main. Mr. Ontiveros utilizes Land Development Desktop, Civil 3D, MicroStation, Carlson Civil/Survey programs, and Leica Software to survey and design water, recycled water and sewer facilities.

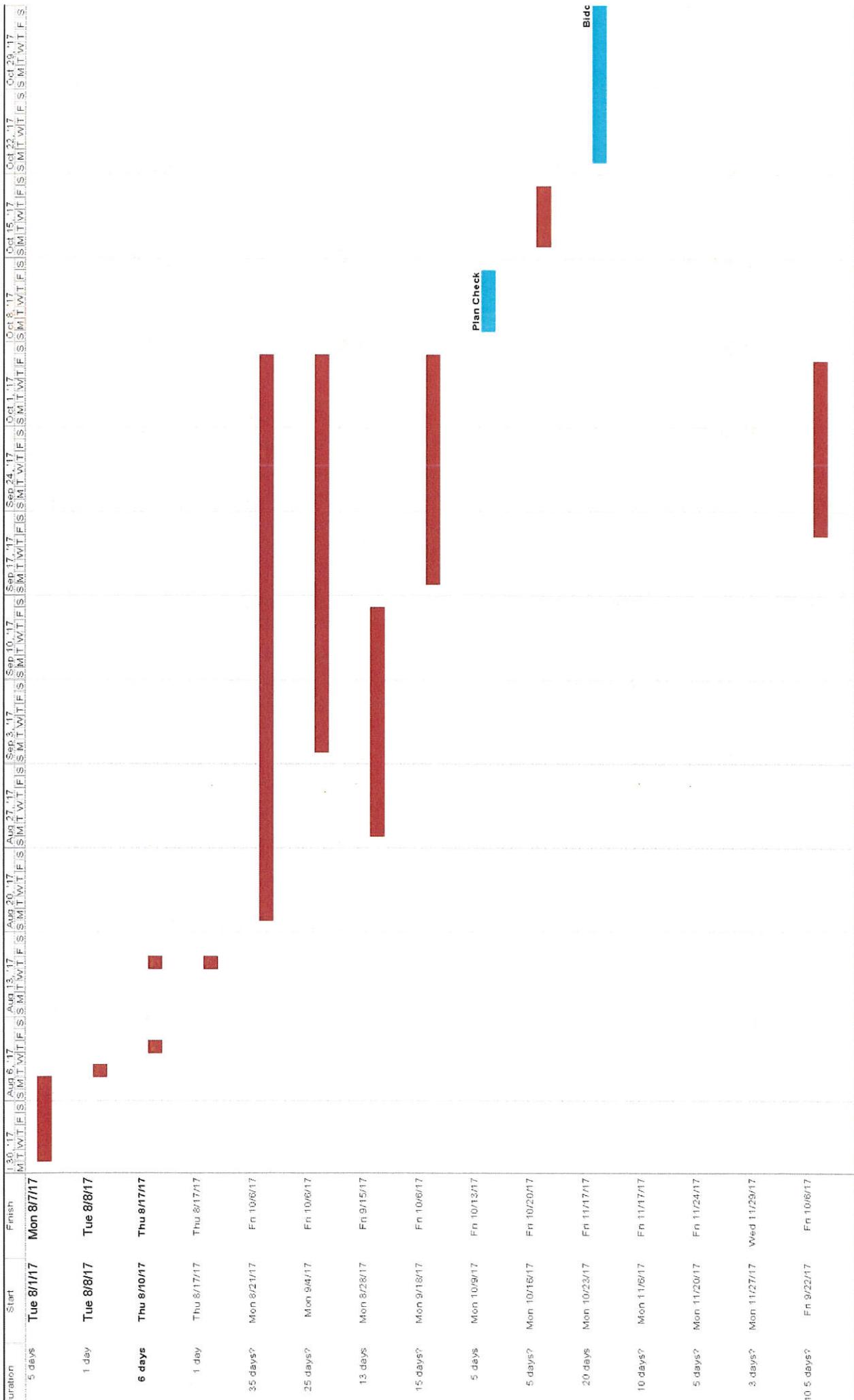
Mr. Ontiveros also specializes in boundary research and preparation of legal descriptions.

Education

Bachelor of Science
Civil Engineering
University of Mexico

Registrations

Registered Civil Engineer,
Mexico
Land Surveyor-In-Training
No. 6344, California



PRICING PROPOSAL FORM

Provide hourly rates, along with pricing in accordance with the City's current requirements, as set forth in the Scope of Work. **[Also provide your firm's proposed Staffing Plan (subtasks, employee classification, hourly rate, hours assigned and total cost) on a separate sheet of paper.]** Proposer should use a separate form to state pricing for any added value.

	Task	Total Cost
1.	Research, Review and Kick-Off Meeting	\$ 1,990.00
2.	Site Visit and Verification	\$ 508.00
3.	Design Development Meetings	\$ 2,252.00
4.	Grading Plan, Parking Lot Plan and Street Improvement Plan	\$ 8,872.00
5.	Landscape Improvement Plans and Architectural Renderings (1)	\$18,338.00
6.	Water Quality Management Plan (WQMP)	\$ 7,170.00
7.	Storm Water Pollution Prevention Plan (SWPPP)	\$ 6,916.00
8.	Final Plans, Specification and Estimates	\$ 8,040.00
9.	Bid Phase Assistance	\$ 4,266.00
10.	Construction Survey/Post Construction	\$ 8,826.00
11.	"As-Builts" Construction Drawings	\$ 762.00
\$	Total Estimate Without Optional Task	\$67,940.00
\$	Total Estimate With Optional Task	\$77,798.00

A. Total proposal amount in written form: \$67,940.00

B. Optional tasks: Electrical Engineering Services by MRC Engineering, Inc., \$9,858.00

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Consultant shall provide a separate rate schedule identifying staff members' hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, etc.

Employee	Hourly Rate	Hours	Total Cost
Brian Fox, Principal Eng./Surveyor	\$ 178.00	19	\$ 3,382.00
Robert Vestal, Senior Proj. Engineer	\$ 148.00	62	\$ 9,176.00
David Valenzuela, Project Engineer Bob Pisa, Project Engineer Vinicio Ontiveros, Project Surveyor	\$ 127.00	218	\$27,686.00
One Man Survey Crew	\$ 194.00	28	\$ 5,432.00
Two Man Survey Crew	\$ 255.00	8	\$ 2,040.00
Marilyn Tandy, Project Coordination	\$ 82.00	23	\$ 1,886.00
Hermann Design Group – Subconsultant	\$18,338.00	Lump Sum	\$18,338.00
MRC Electrical Engineer– Subconsultant	\$ 9,858.00	Lump Sum	\$ 9,858.00

MAN-HOUR BREAKDOWN									
COMPANY: Cozad & Fox, Inc.			SCOPE OF WORK Surveying Services				DATE: 6/13/2017		
PROJECT: COB Lions Park Expansion Design Services							SUMMARY: Assignment Summary		
TASK	Principal In Charge Engineer \$178/hr	Sr. Proj. Eng/Land Surveyor \$148/hr	Proj. Eng/Land Surveyor \$127/hr	One Man Survey Crew \$194/hr	Two Man Survey Crew \$255/hr	Project Coord. \$82/hr	TOTAL HOURS	TOTAL FEE	
1. Research, Review and Kick-Off Meeting	5	4	4				13	\$1,990	
2. Site Visit and Verification			4				4	\$508	
3. Design Development Meetings	6	8					14	\$2,252	
4. Grading Plan, Parking Lot & Street Improv. Plan	8	16	40				64	\$8,872	
5. Landscape Improv. Plans & Archit. Renderings	SUBCONSULTANT \$17,300 + 6%								\$18,338
6. Water Quality Management Plan (WQMP)			50			10	60	\$7,170	
7. Storm Water Pollution Prevent. Plan (SWPPP)			48			10	58	\$6,916	
8. Final Plans, Specification and Estimates		20	40				60	\$8,040	
9. Bid Phase Assistance		10	20			3	33	\$4,266	
10. Construction Survey/Post Construcion		4	6	28	8		46	\$8,826	
11. "As-Builts" Construction Drawings			6				6	\$762	
TOTAL ESTIMATE (Without Optional Task)	19	62	218	28	8	23	358	\$67,940	
OPTOINAL TASK									
12. Electrical Engineering Services	SUBCONSULTANT \$9,300 + 6%								\$9,858
TOTAL ESTIMATE (Without Optional Task)	19	62	218	28	8	23	358	\$77,798	



- CIVIL AND STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

CITY OF BANNING / SCHEDULE OF FEES

Effective Date: March 1, 2017 – April 30, 2019

GENERAL SCOPE OF SERVICES

Cozad & Fox, Inc. provides services in the fields of civil engineering, structural engineering, and land surveying in accordance with presently accepted professional practices. Cozad & Fox, Inc. does not provide services relating to construction safety and shall be held harmless by the contractor from any liability in this regard. In the event that the client requests termination of work prior to its completion, we reserve the right to complete, at the client's expense, such analysis and records as are considered necessary by us to place our files in order and/or to protect our professional reputation.

PERSONNEL CHARGES - RATES PER HOUR

	RATES
Principal Civil Engineer/Principal Land Surveyor/Structural Engineer	\$178.00
Senior Project Engineer/Surveyor	\$148.00
Project Engineer/Surveyor	\$127.00
Assistant Project Engineer/Surveyor	\$117.00
Administrative/Project Coordination	\$82.00
Typing, printing	\$41.00
Survey - Office Analysis	\$148.00
*One Man Survey Crew	\$194.00
Two Man Survey Crew	\$255.00
Extra Survey Crew Support (Traffic control, etc.)	Estimated by project

* With today's advanced technology, most of our surveys are completed by a one-man survey crew.

OTHER CHARGES

Expert Witness - Deposition and/or Court appearance	Two times hourly rate
Expert Witness - Research, Case Review and/or Preparation	Normal hourly rate
Mileage to and from meetings or project site	\$0.54/mile
Reimbursable Expenses and Sub Consultants	Lump Sum



HERMANN DESIGN GROUP
LANDSCAPE ARCHITECTURE | PLANNING | PROJECT MANAGEMENT

June 9, 2017

Via Email

Mr. Brian Fox
Cozad & Fox
151 South Girard Street
Hemet, CA 92544

Email: bfox@kbcozad.com

Re: Lions Park Expansion
Landscape Architecture Service Fee Proposal

Dear Brian:

Thank you for the opportunity to provide landscape architectural services for this project with the City of Banning. We have reviewed the plans, RFP and visited the site to make sure we understand the scope of work. Jose Estrada worked on the first phase ballfields many years ago while employed by RHA, and as you may recall, I was a partner there as well.

We are excited to be part of the team and can begin work immediately upon receipt of a signed contract.

If you have any questions, please do not hesitate to contact me at 760-777-9131.

Best regards,

HERMANN DESIGN GROUP, INC.

Chris

Chris Hermann, ASLA
CLARB Certified Landscape Architect
President

Enclosures

Lions Park Expansion

Banning, California

Landscape Architecture Service Fee Proposal

SCOPE OF SERVICES

Hermann Design Group will provide the following landscape architecture services:

- Revisions to landscape, irrigation and electrical plans as required and the addition of a restroom facility. Existing CAD files for the original park design will be utilized for the work and revised to current requirements.

I. PROJECT INITIATION

Project Team Kick-Off Meeting - We will meet with the engineer and other consultants to initiate the process and outline the goals and objectives. Included in this meeting will be project scheduling and task assignments.

Site Visit – We will visit the site and verify existing field conditions and compare them to the survey provided by the surveyor/civil engineer.

Base Sheet - We will develop a project base sheet from site plan information provided by the civil engineer at 30 scale. The existing CAD files from the original consultant team will be provided for reuse.

II. DESIGN DEVELOPMENT

Preliminary Landscape Plan– We will prepare a preliminary landscape plan for the park area. After the initial review of the plan, we will refine it prior to initiating working drawings. These plans will include preliminary plant material locations and plant legends for City review. A color rendered plan will be prepared of this plan for presentation.

Preliminary Opinion of Probable Cost– We will prepare an opinion of probable construction cost for the landscape construction elements.

Restroom Building – We will coordinate with the manufacturer of a prefabricated restroom building and review options with the City for size, style, color and materials. The location and manufacturer information will be included on the bid set.

III. CONSTRUCTION DOCUMENTS

Construction Layout Plan and Details - This plan will locate by dimension site improvements and hardscape areas. Paving and other site element details and note call outs of material selections will be included.

Planting Plan and Details - This plan will illustrate the location of all plant material, groundcover, boulders and other landscape elements. A plant legend will describe the Latin and common names, sizes and remarks for each plant shown on the plan. Detail sheets will be provided with specifications.

Irrigation Plan and Details - This plan will illustrate the location of all irrigation components. A detail sheet will be provided with specifications.

Materials Coordination – We will coordinate material selections for hardscape items including tile, concrete color specifications, etc.

Lighting Design Coordination – We will coordinate with the electrical engineer on lighting design coordination. The cost of electrical engineering is not included in our fees and charges, as it is our assumption Cozad & Fox will want to contract with the electrical engineer directly.

Lions Park Expansion

Banning, California

Landscape Architecture Service Fee Proposal

Construction Specifications – We will develop specifications for landscape construction items as required.

Opinion of Probable Cost– We will update our opinion of probable construction cost based on the final plans.

IV. MEETING AND COORDINATION

Meetings and coordination time with the client and coordination with other subconsultants will be billed on an hourly basis per Attachment –1 and –2. Estimated allowances for this work are stated in Fees and Charges on page 4.

V. REVISIONS/SUBMITTALS

The base scope of services includes one revision of “base sheet” information and revisions directed by governing agencies as long as said revisions fit within the scope of services; additional revisions will be considered an additional service and will be billed on an hourly basis per Attachment –1 and –2.

The Client will submit drawings for review and approval by the City. HDG will make submittals to the water agency. Plan check comments are included as part of the submittal phase.

VI. BIDDING PHASE

Bidding assistance will be considered an additional service and will be billed on an hourly basis per Attachment –1 and –2.

VII. CONSTRUCTION SERVICES

Construction Observation Services – If requested, we will provide construction observation services upon request by the Client. We will participate in construction meetings with staff, the primary contractor, and any affected subcontractors as required if construction observation services are requested.

As requested, we will visit the site as necessary and as appropriate to the stage of construction in order to ensure that construction is proceeding in accordance with the contract documents.

Request for Information - We will respond and document all requests for information and provide clarification of questions relating to plans during construction.

Construction services will be considered an additional service and will be billed on an hourly basis per Attachment –1 and –2.

Lions Park Expansion
Banning, California
Landscape Architecture Service Fee Proposal

FEES AND CHARGES

Our fees will be billed on a percentage complete basis based upon our normal hourly rates per Attachment -1. **Should invoices age past 60 days, all work will cease until such time as account is made current.** All reprographic services will be billed directly to the Client via the blueprint company of client's choice (as directed by Client). All reimbursable expenses will be billed in accordance with Attachment -1.

I.	PROJECT INITIATION		\$ 1,500.00
II.	DESIGN DEVELOPMENT		\$ 3,000.00
III.	CONSTRUCTION DOCUMENTS		\$ 7,300.00
IV.	MEETINGS AND COORDINATION	Hourly per Attachment 1 & 2 Allow \$1,500.00	
V.	REVISIONS AND SUBMITTALS	Included as outlined in scope of services Additional - Hourly per Attachment 1 & 2	
VI.	BIDDING	Hourly per Attachment 1 & 2 Allow \$500.00	
VII.	CONSTRUCTION ADMINISTRATION	Hourly per Attachment 1 & 2 Allow \$3,500.00	

All provisions of the terms and conditions attached are an integral part of this proposal as if herein written in full. This agreement represents the entire and integrated agreement between the Client and the Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

This proposal shall be deemed to expire within 45 days of proposal date if not fully executed.

APPROVED:

COZAD & FOX, INC. ("Client")

BY: _____
Printed Name and Title:

DATE: _____

HERMANN DESIGN GROUP, INC. ("Landscape Architect")

BY: _____
E. Chris Hermann, ASLA
CLARB Certified Landscape Architect
President

DATE: _____

Lions Park Expansion
Banning, California
Landscape Architecture Service Fee Proposal

ATTACHMENT -1

NORMAL HOURLY RATES

Principal Landscape Architect/Principal Planner	\$160.00 per hour
Project Manager	115.00 per hour
Irrigation Designer	115.00 per hour
Landscape Architect	100.00 per hour
Senior Designer	95.00 per hour
Specification Writer	95.00 per hour
Designer	85.00 per hour
Professional Staff	65.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLES

Reimbursable items, such as the cost of reprographic services, soil samples, plan check fees, and auto travel outside the Coachella Valley will be charged at our cost plus 15%.

OVERTIME REQUESTS

It is the landscape architect's responsibility to schedule the project's completion under normal conditions without the use of the staff on an overtime basis. If the builder/developer adjusts the deadline or requests that work be completed earlier than originally scheduled and thus requires overtime, the fees shall be adjusted to cover the increased costs incurred by the landscape architect. The hourly rates for overtime will be one and one-half (1-1/2) times the hourly rates above.

TIMES AND CONDITIONS OF PAYMENT

We will bill on a monthly basis in proportion to the time spent on the project to date. All billing statements are due upon receipt. Interest will be charged at the rate of 1-1/2% per month on the past due balance ninety days and over. Due to increases in wages/benefits, fees and hourly rates are subject to an annual increase of 6%.

Lions Park Expansion

Banning, California Landscape Architecture Service Fee Proposal

ATTACHMENT -2

ADDITIONAL SERVICES

Additional services shall be performed only when requested or approved by the Client. Compensation for such services shall be in accordance with our Normal Hourly Rates and Reimbursable items, per Attachment -1. Additional services may include, but are not limited to:

1. Revisions or modifications to documents, drawings, or specifications when such revisions or modifications are inconsistent with approvals or instructions previously given or are required by the enactment or revision of codes or laws by governmental agencies having jurisdiction over the project subsequent to the preparation of such documents, drawings, or specifications.
2. Attending any public hearings or meetings not otherwise covered in the proposal scope of services.
3. Work requested by that is not heretofore mentioned including model homes.

CLIENT RESPONSIBILITY

1. Civil engineer base sheets and site plan with appropriate callouts for street infrastructure and other site elements.
2. Complete information concerning available services and utilities.
3. The cost of structural, electrical, plumbing, civil engineering if later required.
4. Water feature construction drawings, including (but not limited to) plumbing and electrical specifications.

The landscape architect will be entitled to rely on the adequacy and accuracy of the information provided by Client or Client's consultants and representatives.

OWNERSHIP OF DOCUMENTS

Hermann Design Group grants its Client a nonexclusive license to use landscape architectural documents as described in this agreement provided the Client performs in accordance with the terms of this agreement. No other license is implied or granted under this agreement. All instruments of professional service prepared by the landscape architect, including but not limited to: drawings, specifications and all digital files, are the property of the landscape architect. These documents shall not be reused on other projects without the landscape architect's written permission. Hermann Design Group retains all rights, including copyrights, in its documents.

INDEMNIFICATION

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Landscape Architect, its officers, directors, employees and sub consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or other consultants or anyone for whom Client is legally liable. The Landscape Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Landscape Architect's negligent performance of landscape architecture services under this Agreement and that of its sub consultants or anyone for whom the Landscape Architect is legally liable. Neither the Client nor the Landscape Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Lions Park Expansion

Banning, California

Landscape Architecture Service Fee Proposal

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor the Landscape Architect, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, and breach of contract. Both the Client and the Landscape Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

THIRD-PARTY BENEFICIARIES

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Landscape Architect. The Landscape Architect's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Landscape Architect because of this agreement or the performance or nonperformance of services hereunder. The Client and the Landscape Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

LIMITATION OF LIABILITY

The Client agrees to limit the landscape architect's liability to the Client and to all construction contractors and subcontractors on the project due to the landscape architect's negligent acts, errors or omission, such that the total aggregate liability of the landscape architect shall not exceed the amount of the landscape architect's contractual fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OPINIONS OF PROBABLE CONSTRUCTION COSTS

The landscape architect has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions. Our opinions of probable construction costs provided for herein are to be made on the basis of our firm's experience and qualifications. These opinions represent our best judgment due to our familiarity with the construction industry. However, we cannot and do not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by us. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

PROJECT RESTART FEE

Because of substantial costs incurred by the landscape architect to stop and restart a project once it is underway, should this project's progress be halted at any time for 30 or more days by the Client, for any reason other than agency approval process delay, a project restart fee of \$500.00 or 10% of the total fee earned to date, whichever is greater, will be due and payable immediately.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven (7) days written notice via registered mail, should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others, the landscape architect shall be paid his compensation for expenses then due. If a dispute arises under this contract and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.

Lions Park Expansion

Banning, California

Landscape Architecture Service Fee Proposal

DISPUTE RESOLUTION

Client and landscape architect agree to mediate disputes arising out of or relating to this agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to both parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such a claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

NOTICE

Landscape architects are regulated by The State of California. Any questions concerning a landscape architect may be referred to The Landscape Architects Technical Committee, 2420 Del Paso Road, Suite 105, Sacramento, CA 95834 (916) 575-7230.



STATEMENT OF QUALIFICATIONS

Hermann Design Group, Inc.

Incorporated 2009 (California S-Corporation)

Offices in Palm Desert and Riverside

Six Full-Time Employees

Hours of Operation: Monday - Friday 8:00 a.m. to 5:00 p.m.

Formerly Hermann & Associates (Sole Proprietorship 1995-2009)

President/CEO - Chris Hermann

Hermann Design Group, Inc. was founded in 1995 in Palm Desert, California as Hermann & Associates. Our founding philosophy was to create a firm by which we are able to work on unique projects and allow for Mr. Hermann to lead the design process and build relationships with clients that will last for a lifetime. We evaluate the distinct needs and desires of our clients through creative thinking, and we provide the right solutions for individual projects. Our design solutions always consider the sustainability of our valuable environment.

We have extensive experience designing projects that are LEED certified and include sustainable practices. Our team has worked on projects for a number of public agencies including CVAG, CVEP, the Counties of Riverside and San Bernardino, and most of the Cities in the Coachella Valley. While employed by others, our principals have worked with the City of Banning, and we look forward to the possibility of working with you again.

Hermann Design Group provides a wide range of landscape architecture and planning services to assist public agencies and private developers in the design of public spaces and facilities, including:

- Parks - Regional, Neighborhood, Community, Memorial
- Trails and Interpretative Sites
- Sports Facilities
- Golf Courses
- Natural and Historic Sites
- Commercial/Retail/Industrial
- Hotels
- Hospitals
- Master-Planned Communities

Hermann Design Group is a healthy firm financially with no issues that would affect our ability to complete our obligations with the City of Banning. We are profitable and strategic about our growth so that we will remain a successful enterprise.

Additionally, Hermann Design Group certifies that the firm and its principals are in good standing with all licensing boards and is eligible to contract with any federal, state or local public agency.



TRAILS

PARKS

STREETSCAPES

NATURAL PLAY ELEMENTS

CREATIVE SIGNAGE &
WAY FINDING

PLACEMAKING
EXPERIENCES

INTERPRETATIVE LANDSCAPE
DESIGN



HERMANN DESIGN GROUP, INC.

CHRIS HERMANN, RLA/ASLA, PRINCIPAL IN CHARGE

Chris, a graduate of the Pennsylvania State University, is the founder of Hermann Design Group. He has designed and overseen the construction of public and private development projects throughout his career. He began designing landscape projects in the Coachella Valley in 1989 and has been a resident for over 20 years. In 1983 he started the landscape architecture department for CUH2A, one of the nation’s largest multi-disciplinary architecture and engineering firms. He gained valuable experience working hand-in-hand with the civil engineering and architectural departments, solving a variety of design challenges. Before moving to the Coachella Valley, he was a principal at RHA Landscape Architects-Planners, Inc. in Riverside, a firm he had been with for nearly ten years. At RHA, Chris was principal-in-charge of parks, recreation centers, schools, master-planned communities, and other public sector work as well.

Hermann Design Group was founded in Palm Desert in 1995. During the span of two decades, Chris has worked with the majority of the Cities in the Coachella Valley, as well as the many of the large and small private developers who have operated in our valley. As one of founders of Aunt Effie’s Gardens in Palm Springs in 2009, Chris had a unique opportunity to expand his design and horticultural knowledge by “living” with the plant material specified in his projects until the business was sold in the summer of 2013.

Additionally, Chris has served on City architectural design review committees, as well as the boards for the Building Industry Association, FCA, the Humana Challenge, and Links Players. He is also tapped annually to be a guest instructor for UCR’s Master Gardener program.

CERTIFICATIONS/LICENSES:

CLARB Certified Landscape Architect #40888

California Lic. #2754
Arizona Lic. #54352

REPRESENTATIVE PROJECTS

City of La Quinta
On Call Services
2015 - Present

City of Rancho Mirage
On Call Services
2016 - Present

County of San Bernardino
Special Districts
On Call Services
2013 - Present

Rancho Mirage Community Park
Expansion & Amphitheater
City of Rancho Mirage

CVLink Landscape Design
CVAG / Alta

Cesar Chavez Memorial Park
City of Coachella

HRPP Grant Parks
City of Indio

Miles Avenue Park Master Plan
City of Indio

Coachella Valley Housing Coalition
Paseo de Heroes II and III
Tierra Bonita

OliveCrest Foundation
Coachella Valley Location

La Colonia Park
City of Coachella

La Quinta Wellness Center
La Quinta, CA

Seasons / Pioneer Dog Park
La Quinta, CA

La Quinta Sports Park
La Quinta, CA





HERMANN DESIGN GROUP, INC.

JOSE ESTRADA, PRINCIPAL

Mr. Estrada has steadily assumed positions of greater responsibility and leadership. Starting out as a project designer with RHA Landscape Architects-Planners, Inc. in 1994, he is now principal and vice president of Hermann Design Group, Inc.

Jose has been an integral part of Hermann Design Group since 1999, and he heads up our production office in Riverside. He has established a professional aptitude in irrigation and landscape design, and he is able to direct a project at all stages of development. His extensive experience in the preparation of construction documents and field work experience allows for a complete design process from the schematic level to final design. Jose is bilingual, speaking both English and Spanish, making him invaluable in the field. This ability to communicate in the field aids in explaining the design thought process, resulting in a more successful installation. Mr. Estrada's ability to work independently and his attention to follow-through make him a valuable asset to any project team.

Jose has a wide diversity of experience in projects including: public works projects, commercial, urban development, golf course development and institutional projects. He is an experienced designer of LEED certified projects and has gained approvals for several projects through the County of San Bernardino.

He has provided on-going services for the Cities of La Quinta, Palm Desert, Rancho Mirage and Coachella.

PROFESSIONAL HIGHLIGHTS:

Hermann Design Group
1999 - present

Landmark Golf Company
RHA Landscape Architects
California Polytechnic Institute
Bachelor of Science
Landscape Architecture 1994

REPRESENTATIVE PROJECTS

Rancho Mirage Community Park
Expansion & Amphitheater
City of Rancho Mirage

Cesar Chavez Memorial Park
City of Coachella

HRPP Grant Parks
City of Indio

Coachella Valley Housing Coalition
Paseo de Heroes II & III
Mecca, CA
Tierra Bonita Housing
Coachella, CA

PJHM Architects
Sycamore Academy

City of Coachella
Tierra Bonita Parkway
Coachella, CA

Olive Crest Foundation
Coachella Valley Location

Seasons Dog Park
La Quinta, CA

Pioneer Park
La Quinta, CA



Management Staff

The management staff has the likeminded philosophy to provide technically accurate construction documents and keep the client's project requirements in clear focus to insure that construction documents are engineered to meet schedules and critical milestones and meet project requirements, construction budgets, and energy efficiency and when applicable meet all sustainable engineering & design practices as established for LEED certification when applicable.

Ralph A. Raya

President / Project Management

Mr. Raya has been in the electrical engineering practice since 1970 and possesses over 40 years of engineering, project management and lighting design experience a broad range of projects throughout Southern California and multiple international locations. He has designed and engineered new and renovation projects. He is also experienced developing surveys of existing facilities and developing a survey reports.

Randall V. Moss, P.E., LEED AP

Electrical Engineer / Project Management

Mr. Moss possesses over 32 years of electrical engineering and lighting design experience on projects throughout southern California. His project experience includes a vast range of project types including major power distribution, site distribution, fire alarm and security systems, as well as industrial power engineering. His experience includes complex architectural projects, cost estimating, detailed specifications and project management.

Victor Leon, LEED AP

Principal / Project Management

Mr. Leon possesses over 20 years of electrical engineering experience managing and designing electrical and lighting systems for a variety of projects including existing buildings renovations, electrical system upgrades, public and private sector projects. His experience also includes a variety of new building projects, sports complexes, medical facilities and streetscape and landscape projects. He is responsible for in-house plan check, project scheduling and management.

Fernando Rodriquez

Project Manager / Electrical Design

Mr. Rodriquez has been with the firm for 9 years and is responsible for project management, electrical design, Title 24 compliance and field survey of existing project conditions. His experience includes new and renovation projects, multi-family, commercial and retail, site and landscape lighting projects. Additionally, he is also responsible to coordinate utility company dry utility services with each utility company and project civil engineer. He is responsible for project design and engineering, cost estimating, electrical systems reports and assessments and project management.

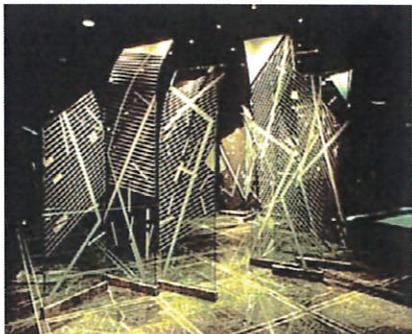
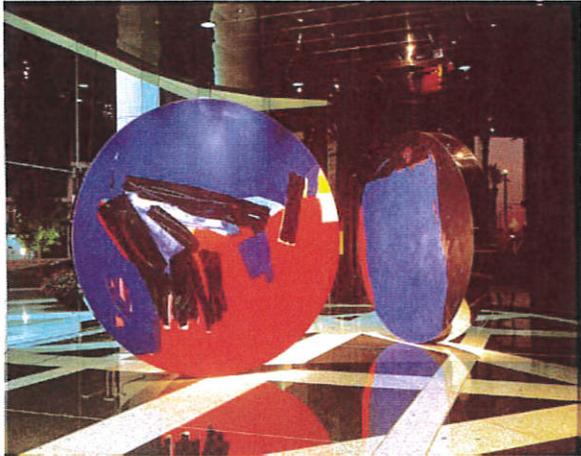


RAYA Architectural Lighting Design was established in the early 1980's as a specialty firm that complemented Mr. Raya's electrical engineering firm.

During Mr. Raya tenure, he has been recognized and presented awards and accolades for his lighting design project accomplishments.

The project experience includes corporate offices, hospitality, restaurant, hotel, high-end residential, outdoor lighting and corporate or personal sculpture and art. The firm provides lighting design services for entire projects or will provide consulting services for specific architectural features and environments.

Mr. Raya's project approach is simple; understand the owner and architectural design criteria, development of concept lighting documents for presentation and narrow the broad design to a final lighting design which includes dimensioned lighting plans, product and control specifications, details, photometry documents for municipal agency review and coordination with the electrical engineering team. During construction, we will provide review of lighting product submittals and visit the project site to insure installation compliance with the final lighting design.



Professional Engineers & Lighting Consultants
Palm Desert | Irvine | San Diego

34300 Gateway Drive, Suite 120, Palm Desert, CA. 92211 | o: 760-340-9005 f: 760-340-9100 | www.mrc-e.com

June 8, 2017

MRC Electrical Engineering, Inc. for Lions Park Expansion

Here is our revised based on the city drawings dated April 2, 2013

Construction Documents	\$7,600.00
Construction Support	\$1,200.00
As-builts	\$500.00

Scope:

- Design power to the sports lighting pole locations or 2 new multi-purpose fields. Coordinate if the sports lighting will be upgraded to LED sports lighting.
- Design Power to the parking lot lighting fixtures
- Update the parking lot lighting fixtures to LED. (The Delta lighting specified is no longer in existence)
- Design pedestrian post lighting on the walks around the multi-purpose fields.
- Photometrics for the parking lot and pedestrian lighting.
- Design a new main electrical service for the new project and all electrical distribution.
- Provide a complete set of construction documents, specifications, notes, details and drawings required for bidding and construction.
- Title 24 compliance for outdoor lighting
- Cost Estimate for electrical & lighting
- Respond to RFI's
- Review all electrical shop drawings

Not included

- Renovations to the Lions Park electrical & lighting systems.
- Work associated with the existing park
- Sports lighting photometrics

Please review and let me know if you have any questions or comments.

Ralph Raya
President

MRC Engineering, Inc.

MEP Engineering & Lighting Consulting
34300 Gateway Drive, Suite 120, Palm Desert, California 92211
Direct: 760-437-5291 O: 760-340-9005 C: 760-902-9048

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: July 11, 2017

SUBJECT: Resolution 2017-73, Authorizing the Execution of the Integrated Regional Water Management Planning Proposition 1 Grant Agreement

RECOMMENDED ACTION:

The City Council discuss and consider adopting Resolution 2017-73, authorizing the execution of the Integrated Regional Water Management (IRWM) Planning Proposition Grant Agreement in the amount of \$1 Million.

BACKGROUND:

On September 13, 2016 the Banning Utility Authority approved Resolution 2016-14 UA which included the authorization for the City Manager to enter into an IRWM Proposition 1 grant agreement with the State of California, Department of Water Resources (DWR).

Currently, the State is in the position to distribute the agreement for execution; however, the DWR's legal counsel has concerns regarding the BUA's resolution authorizing the action since the grant application was submitted on behalf of the City of Banning and not specifically the Banning Utility Authority. As a result, staff is seeking approval from the City Council to execute the grant agreement and all related documents. The original staff report and approved Resolution 2016-14 UA are attached hereto providing further detail. The Memorandum of Understanding (MOU) referenced in Resolution 2016-04 UA has now been executed by all participating agencies.

ISSUES/ANALYSIS:

Per DWR, a City Council approved resolution is necessary in order to proceed with the execution of the grant agreement. Following the execution of the agreement, City staff may submit and obtain grant reimbursements.

FISCAL IMPACT:

DWR has awarded the City \$1,000,000 for the Integrated Regional Water Management Plan.

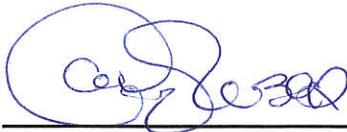
ALTERNATIVE:

1. Reject the Resolution No. 2017-73, which could cause the City to forfeit the awarded grant and the current incurred expenses would not be reimbursed.

ATTACHMENTS:

1. Resolution 2017-73
2. Staff Report/Resolution 2016-14 UA

Approved by:



Alejandro Díaz
Interim City Manager

ATTACHMENT 1

(Resolution 2017-73)

RESOLUTION 2017-73

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA,
AUTHORIZING THE EXECUTION OF THE INTEGRATED REGIONAL WATER
MANAGEMENT PLANNING PROPOSITION 1 GRANT AGREEMENT**

WHEREAS, on September 13, 2016 the Banning Utility Authority approved Resolution 2016-14 UA which included the authorization for the City Manager to enter into an Integrated Regional Water Management (IRWM) Planning Proposition 1 grant agreement with the State of California, Department of Water Resources (DWR); and

WHEREAS, DWR has requested that the City of Banning adopt a resolution authorizing a City representative to execute an IRWM Proposition 1 grant agreement on behalf of the City of Banning with the State of California, DWR and to

WHEREAS, DWR has awarded the City \$1,000,000 for the Integrated Regional Water Management Plan.

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

The Banning City Council adopts Resolution 2017-73, authorizing the Acting City Manager or his designee to enter into an Integrated Regional Water Management Proposition 1 grant agreement on behalf of the City of Banning with the State of California, Department of Water Resources.

PASSED, APPROVED AND ADOPTED this 11th day of July, 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 & Hugin, LLP

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-73 was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 11th day of July, 2017, by the following vote, to wit:

AYES:

NOES:

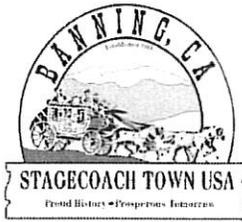
ABSTAIN:

ABSENT:

Marie A. Calderon, City Clerk
City of Banning

ATTACHMENT 2

(Resolution 2016-14 UA)



**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: BANNING UTILITY AUTHORITY

FROM: Michael Rock, City Manager

PREPARED BY: Art Vela, Public Works Director
Holly Stuart, Management Analyst

MEETING DATE: September 13, 2016

SUBJECT: Discussion and Consideration of Adopting Resolution 2016-14 UA, "Approving the Filing of an Application for an Integrated Regional Water Management Planning Grant, Authorizing Staff to Enter into a Proposition 1 Grant Agreement with the State of California, Department of Water Resources and Authorizing Staff to Execute a Memorandum of Understanding with the Participating Agencies"

RECOMMENDATION:

The Banning Utility Authority adopt Resolution No. 2016-14 UA:

1. Authorizing the City Manager or his designee to execute and submit an Integrated Regional Water Management ("IRWM") Planning Proposition 1 grant application along with a required Regional Acceptance Process application for establishing an IRWM region to the State of California, Department of Water Resources ("DWR").
2. Authorizing the City Manager or his designee to enter into an IRWM Proposition 1 grant agreement with the State of California, DWR, and to execute all related documents including a Memorandum of Understanding ("MOU") with the participating agencies.
3. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the IRWM Proposition 1 grant.

JUSTIFICATION:

The City of Banning currently does not lie within an existing IRWM region with an accepted IRWM plan and has therefore been unable to apply for past water planning and infrastructure funding opportunities.

Proposition 1 currently has allocated funding specifically for the development of new IRWM plans. The approval of Resolution No. 2016-14 UA will allow staff to submit both a Proposition 1 grant application to fund the preparation of an IRWM plan and an application to develop a new IRWM region.

A MOU must be signed by all of the participating agencies in order to form a Regional Water Management Group that manages an IRWM region. An MOU will also strengthen the Proposition 1 grant application.

BACKGROUND:

IRWM is a collaborative effort to manage all aspects of water resources in the region through the State of California. IRWM crosses jurisdictional, watershed, and political boundaries; involves multiple agencies, stakeholders, individuals and groups. The intended purpose of IRWM is to address the issues and differing perspectives of all entities involved through mutual beneficial solutions.

IRWM program funding is available for planning, disadvantaged community involvement, implementation and companion grant programs that support sustainable groundwater planning and water-energy programs and projects. Staff is seeking planning funds from this program for the preparation of an IRWM Plan. Funds in the amount of \$5 million are available for the planning portion of the program with maximum funds being awarded in the amount of \$1 million per regional plan. The City, along with participating members, may obtain an award based on preference due to the fact that it is for the development of a new plan and the proposed region will be identified as a disadvantaged community based on the population income of the regional benefit area. The development of a plan will enable the identified region to integrate and implement water management solutions and will identify projects that would be beneficial to the region.

In order to become an authorized region and apply for funding, the City must participate in the development of a Memorandum of Understanding ("MOU") with other potential participating agencies and the DWR. Currently, staff is collaborating with potential participating agencies to accomplish this goal. The City of Banning, identified as the lead agency, is currently working on preparing the MOU. Identified participating regional group member agencies include the City of Banning, Banning Heights Water District, High Valleys Water District, Cabazon Water District, Riverside County Flood Control and San Gorgonio Pass Water Agency. Additionally, stakeholders will be identified and may include Morongo Band of Mission Indians, federal and state entities and special interest groups.

The MOU attached to this staff report is in draft form pending minor revisions from other agencies. Staff is requesting that authorization be given to execute the MOU once it is finalized and approved by the City Attorney. An approved MOU will strengthen the Proposition 1 grant application, which is due on September 23, 2016.

As mentioned, in order for the City of Banning to be eligible for an award of funding, agencies must work together to form an authorized approved region through the State of California, DWR. In order to become an approved region, along with entering into an MOU with participating agencies, a Regional Acceptance Process ("RAP") application must be completed and submitted to the DWR. The DWR allows for the simultaneous submittal of both the grant application and the RAP application. Only accepted and authorized DWR regions will be awarded IRWM grant funding.

In order to successfully maneuver through the process, the services of RMC Water and Environment ("RMC") have been obtained. RMC is a California-based environmental engineering company that has been working with the DWR and local agencies since 2003 to develop and foster the IRWC concept and plans. The firm has worked with 22 regions across California on all aspects of IRWM program funding, development and implementation. Riverside County Flood Control is funding the agreement with RMC for the preparation and submittal of the grant application and RAP application.

The IRWM planning grant application is due Friday, September 23, 2016 and the RAP application will be submitted simultaneously with the grant application for consideration. Grant awards will be announced in January of 2017.

FISCAL IMPACT:

If an authorized region is established by the DWR and grant funds are awarded, it is estimated that the IRWM Plan cost may range from \$300,000 to \$700,000. It is anticipated that the region would be established as a disadvantaged community resulting in a required 5% match ranging from approximately \$15,000 to \$35,000 for the region of which said match would be equally split amongst the participating members.

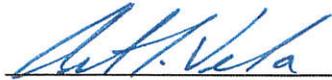
OPTIONS:

1. Adopt Resolution No. 2016-14 UA.
2. Reject Resolution No. 2016-14 UA. which the City would continue to be unable to submit for future funding opportunities that have the prerequisite that Cities be part of an IRWM region with and IRWM plan.

ATTACHMENT:

1. Resolution No. 2016-14 UA
2. Draft MOU

Reviewed by:



Art Vela,
Public Works Director

Reviewed by:



Rochelle Clayton,
Administrative Services Director/
Deputy City Manager

Approved by:



Michael Rock,
City Manager

ATTACHMENT 1

(Resolution No. 2016-14 UA)

RESOLUTION NO. 2016-14 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING THE FILING OF AN APPLICATION FOR AN INTERGRATED REGIONAL WATER MANAGEMENT PLANNING GRANT AND AUTHORIZING STAFF TO ENTER INTO A PROPOSITION 1 GRANT AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES AND AUTHORIZING STAFF TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE PARTICIPATING AGENCIES

WHEREAS, the City of Banning, in collaboration with Banning Heights Water District, High Valleys Water District, Cabazon Water District, Riverside County Flood Control, and San Geronio Pass Water Agency ("participating members") are uniting efforts to become an approved region through the State of California, Department of Water Resources as part of the Integrated Regional Water Management program; and

WHEREAS, if established by the State of California, Department of Water Resources, the City of Banning would act as the lead agency; and

WHEREAS, the participating members must enter into a Memorandum of Understanding to participate as region members and strengthen the Proposition 1 grant application. The attached MOU is in draft form pending minor revisions from other agencies; and

WHEREAS, the participating members must complete a Regional Acceptance Process application in order to be established as a region and submit the application in conjunction with the request for grant funds; and

WHEREAS, the participating members will collaboratively work to submit an Integrated Regional Water Management Planning grant application by Friday, September 23, 2016 seeking funds for the development of an Integrated Regional Water Management Plan identifying regional water management solutions and projects; and

WHEREAS, if an authorized region is established by the State of California, Department of Water Resources and grant funds are awarded, it is estimated that the Integrated Regional Water Management Plan preparation cost may range from \$300,000 to \$700,000; and

WHEREAS, it is anticipated that the region would be established as a disadvantaged community resulting in a required 5% match ranging from approximately \$15,000 to \$35,000 which would be split amongst the participating members.

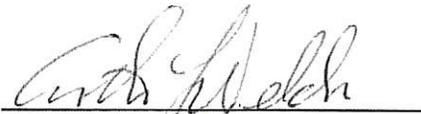
NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority of the City of Banning as follows:

SECTION 1. The Banning Utility Authority adopts Resolution No. 2016-14 UA authorizing the City Manager or his designee to execute and submit an Integrated Regional Water Management Planning Proposition 1 grant application along with the required Regional Acceptance Process application for establishing a region to the State of California, Department of Water Resources.

SECTION 2. The City Manager or his designee is authorized to enter into an Integrated Regional Water Management Proposition 1 grant agreement with the State of California, Department of Water Resources, and to execute all related documents including an MOU with the participating agencies once approved by the City Attorney.

SECTION 3. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Integrated Regional Water Management Proposition 1 grant and required matching funds.

PASSED, APPROVED AND ADOPTED this 13th day of September, 2016.



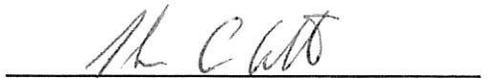
Arthur L. Welch, Chairman
Banning Utility Authority

ATTEST:



Marie A. Calderon, Secretary

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


John C. Cotti, Interim City Attorney
Jenkins & Hugin, LLC

CERTIFICATION:

I, Marie A. Calderon, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution No. 2016-14 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a scheduled meeting thereof held on the 13th day of September, 2016, by the following vote, to wit:

AYES: Boardmembers Franklin, Miller, Moyer, Peterson, Chairman Welch
NOES: None
ABSTAIN: None
ABSENT: None



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

ATTACHMENT

(Draft Memorandum of Understanding)

**MEMORANDUM OF UNDERSTANDING
TO CONDUCT INTEGRATED REGIONAL WATER MANAGEMENT PLANNING
FOR THE SAN GORGONIO REGION**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____ 2016 ("Effective Date") among the CITY OF BANNING, BANNING HEIGHTS MUTUAL WATER COMPANY, CABAZON WATER DISTRICT, HIGH VALLEYS WATER DISTRICT, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, and the SAN GORGONIO PASS WATER AGENCY, each hereinafter individually called "AGENCY" and collectively "AGENCIES" .

RECITALS

A. WHEREAS, the Department of Water Resources is administering a grant program for Integrated Regional Water Management or "IRWM" Planning and;

B. WHEREAS, the AGENCIES are willing to cooperate and work collaboratively with the stakeholders of the Banning and San Gorgonio Pass area to form an IRWM Region through the Department of Water Resources' IRWM Regional Acceptance Process, prepare an IRWM Plan and implement a regional planning process for the geographic area described on Exhibit 'A' attached hereto ("Planning Region") if accepted by the Department of Water Resources in the Regional Acceptance Process; and

C. WHEREAS, the AGENCIES collectively cover the entire planning area to be covered by this IRWM Plan that contains significant need for water resources projects and programs; and

D. WHEREAS, the AGENCIES collectively have made significant investments in planning for flood control, floodplain and stormwater management, water conservation,

water supply and reliability, recycled water, habitat preservation, conservation and water quality and related water management strategies; and

E. WHEREAS, the AGENCIES collectively and with the Stakeholder Advisory Committee represent entities significant to water management planning in the area; and

F. WHEREAS, the AGENCIES have the authority and willingness to act in the best interest of the Planning Region in planning and implementing IRWM efforts; and

G. WHEREAS, the AGENCIES are committed to conduct planning efforts in an open accessible process including the Stakeholder Advisory Committee and the public; and

H. WHEREAS, the CITY OF BANNING is willing to take the lead administrative role in contracting for planning, making applications for funding and implementing funded efforts on behalf of all potential project proponents and stakeholders within the Planning Region; and

I. WHEREAS, the AGENCIES collectively have the institutional and fiscal capacity and systems to carry out planning and implementation efforts; and

J. WHEREAS, the AGENCIES are collectively willing to provide funding or in-kind assistance as set forth herein and as mutually agreeable in separate board actions; and

L. WHEREAS, the AGENCIES will each benefit from their participation in this MOU.

NOW, THEREFORE, the AGENCIES hereby mutually agree as follows:

1. The CITY OF BANNING shall facilitate work required to create and maintain an IRWM Plan and submit grant applications for funding consideration under the IRWM Program.

2. Each AGENCY hereby designates its Chief Executive, or the Chief Executive's designated representative, to represent its board as the person charged with the authority to review and approve the IRWM Plan and other IRWM related documents and efforts conducted by or on behalf of the IRWM Planning Region. Approval of IRWM Plans, documents and efforts shall be based on a consensus of the AGENCIES' designated representatives, to be further defined in the IRWM Plan section discussion on governance to be prepared.

3. The MOU authorizes that applications be made to the California Department of Water Resources or other State or Federal departments to obtain IRWM Planning and Implementation Grants pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Public Resources Code Section 79740 et seq.), or future sources of funding and to enter into agreements to receive grant funds for the Planning Region. The City Manager of CITY OF BANNING, or their designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such applications, and execute grant agreements with the California Department of Water Resources, contract to disburse funds to designated partners or sub-grantees, and to make changes as needed to contracts or other documents to implement the IRWM process to the benefit of the Planning Region.

4. This MOU authorizes the establishment of a Stakeholder Advisory Committee (hereinafter "Committee") subject to the terms of this MOU and any applicable rules that the AGENCIES may promulgate. The AGENCIES will review and select by consensus members, to be further defined in the IRWM Plan section discussion on governance that will be prepared, of the Committee from stakeholder organizations in the Planning Region. Stakeholders represent their agency or organization and serve at the pleasure of the

AGENCIES and shall not be required (but may be asked) to contribute funds except in-kind services. No more than one representative of any organization shall be named to the Committee. The representative shall represent all interests of the organization and the Planning Region. The Committee acts in an advisory role to the AGENCIES for plan goals and priorities outreach and project integration. Stakeholders need not be a member of the Committee to participate in the planning process. The Committee may become dormant if no planning efforts are ongoing or it is no longer needed.

5. The IRWM Plan, grant applications and related efforts provided for in this MOU aggregate, compile and integrate existing plans and documents as well as solicit new projects and programs. Nothing in these plans, documents or actions, limits the authority of the AGENCIES or their powers or modifies any of the referenced plans, ordinances or actions of the AGENCIES, committee members or stakeholders.

6. Nothing contained within this MOU binds the parties beyond the scope or term of this MOU unless specifically documented in subsequent MOU amendments or contracts.

7. The AGENCIES shall provide a share of funding for management of the IRWM Program, and intend to provide a share of funding for the preparation of IRWM Planning and Implementation Grant applications, preparation of and initial IRWM Plan and updates, and management of IRWM Planning and Implementation Grant contracts with the California Department of Water Resources, as follows:

a. The CITY OF BANNING, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, and the SAN GORGONIO PASS WATER AGENCY shall equally share funding for a

consultant, or mutually agreed upon in-kind services, to manage the IRWM Program.

b. The AGENCIES intend to provide a share of funding for a consultant to prepare IRWM Planning and Implementation Grant applications. The appropriate funding share will be calculated and announced on a case by case basis as grant opportunities become available and may incorporate reimbursement from recipients of grant awards via administrative fees charged to the grant.

c. The AGENCIES intend to provide a share of funding for a consultant to prepare an IRWM Plan and subsequent updates. The CITY OF BANNING, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, and the SAN GORGONIO PASS WATER AGENCY agree to equally share match costs for the initial planning grant to establish the IRWM Program. The funding share for future efforts to be provided by the AGENCIES shall be determined in the future during the scoping of the IRWM Plan and updates to reflect requirements by the Department of Water Resources or otherwise necessary. The cost to update the IRWM plan may be offset by IRWM Planning Grant awards.

d. The AGENCIES intend that grant recipients would bear a share of funding needed to manage IRWM Planning and Implementation Grant contracts with California Department of Water Resources via an administrative fee taken out of grant awards. The appropriate funding share will be calculated on case by case basis as grants are awarded.

8. The AGENCIES cannot be assured of the results or success of the IRWM plan and application for funding. Nothing within this MOU should be construed as creating a promise or guarantee of future funding nor shall any liability accrue to the AGENCIES from any third party or one of the AGENCIES should funding not be forthcoming. Nor shall any additional liability accrue to the CITY OF BANNING by its willingness to act as lead for contracting and application on behalf of the AGENCIES.

9. The term of this MOU is indefinite, unless replaced by other agreements or terminated by any of the AGENCIES with 120 days notice. .

10. Withdrawal of AGENCIES or addition of other agencies not included will be allowed with the majority concurrence of the AGENCIES and upon execution of this agreement's terms by their governing boards.

11. Any notices sent or required to be sent to any party shall be mailed to the following addresses:

CITY OF BANNING

BANNING HEIGHTS MUTUAL
WATER COMPANY

CABAZON WATER DISTRICT

HIGH VALLEYS WATER
DISTRICT
7091 Bluff Street
Banning, CA 92220

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

SAN GORGONIO PASS
WATER AGENCY

12. Each AGENCY, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the other AGENCIES, their consultants, and each of their directors, officers, agents, and employees from and against all liability, claims, damages,

losses, expenses and other costs including costs of defense and attorneys' fees, arising out of or resulting from or in connection with the performance of the work performed pursuant to this MOU; such obligation shall not apply to any loss, damage or injury, as may be caused solely and exclusively by the fault or negligence of an AGENCY.

13. This MOU is to be construed in accordance with the laws of the State of California.

14. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

15. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.

16. This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this MOU in final form.

17. Any waiver by AGENCIES of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the respective AGENCIES to require from the others exact, full and complete compliance with any terms of the MOU

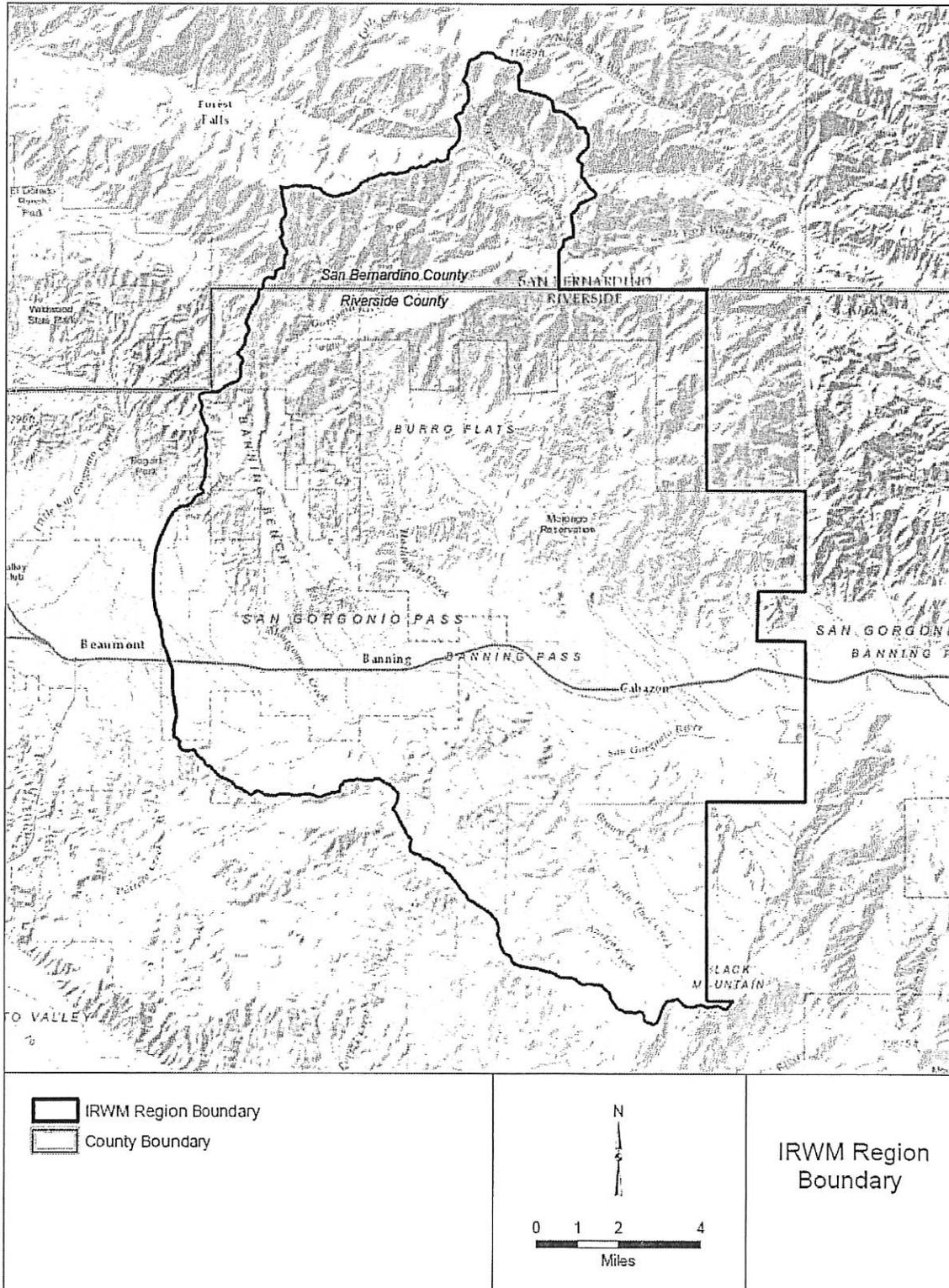
shall not be construed as in any manner changing the terms hereof, or stopping the respective AGENCIES from enforcement hereof.

18. This MOU may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the parties hereto.

19. This MOU is intended by the AGENCIES hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by the written consent of all AGENCIES hereto.

ATTACHMENT A

MAP OF THE PLANNING REGION



RECOMMENDED FOR APPROVAL:

CITY OF BANNING

By _____
XXXXXXXX

By _____
XXXXXX,

APPROVED AS TO FORM:

ATTEST:

XXXXXXXX

XXXXXXXX

By _____
XXXXXXXX

By _____
XXXXXXXX

RECOMMENDED FOR APPROVAL:

**BANNING HEIGHTS MUTUAL WATER
COMPANY**

By _____
XXXXXXXXX

By _____
XXXXXX,

APPROVED AS TO FORM:

ATTEST:

XXXXXXXXX
County Counsel

XXXXXXXXX
Clerk of the Board

By _____
XXXXXXXXX

By _____
XXXXXXXXX

Dated _____

(SEAL)

RECOMMENDED FOR APPROVAL: CABAZON WATER DISTRICT

By _____
XXXXXXXX

By _____
XXXXXX,

APPROVED AS TO FORM:

ATTEST:

XXXXXXXX
County Counsel

XXXXXXXX
Clerk of the Board

By _____
XXXXXXXX

By _____
XXXXXXXX

RECOMMENDED FOR APPROVAL: **HIGH VALLEYS WATER DISTRICT**

By _____
XXXXXXXX

By _____
XXXXXX,

APPROVED AS TO FORM:

ATTEST:

XXXXXXXX
County Counsel

XXXXXXXX
Clerk of the Board

By _____
XXXXXXXX

By _____
XXXXXXXX

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON UHLEY
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREG PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
AARON GETTIS
Deputy County Counsel

By _____
Deputy

Dated _____

(SEAL)

RECOMMENDED FOR APPROVAL:

SAN GORGONIO PASS WATER AGENCY

By _____
XXXXXXXX

By _____
XXXXXX,

APPROVED AS TO FORM:

ATTEST:

XXXXXXXX
County Counsel

XXXXXXXX
Clerk of the Board

By _____
XXXXXXXX

By _____
XXXXXXXX



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Heidi Meraz, Community Services Director

MEETING DATE: July 11, 2017

SUBJECT: Resolution 2017-76 - Funding for the Playhouse Bowl Association's "Evenings in the Park" Summer Concert Series

RECOMMENDATION:

That the City Council discuss and consider adopting Resolution 2017-76 approving an appropriation of \$12,500 for the Playhouse Bowl Association's "Evening in the Park" Summer Concert Series Fiscal Year 2018 and establishing a budget line item of the same amount for future years.

JUSTIFICATION:

The summer concert series that are produced by the Playhouse Bowl Association is a popular and well-attended event; bringing entertainment, enjoyment and a sense of community to our citizens each Thursday in August. Also, the annual event serves as an economic driver, assisting with City name recognition and drawing people into our town to perhaps purchase gasoline, eat at a restaurant or shop at local stores. In August of 2015, the City Council named the "Evenings in the Park" and "Banning Stagecoach Days" as signature events of the city. This designation was done in a show of support and desired continuance of both events.

BACKGROUND:

Every Thursday evening during the month of August the Repplier Park Amphitheater comes alive with hundreds of people of all ages enjoying live musical performances; this is made possible through the hard work and dedication of the Playhouse Bowl Association. The event has been a part of Banning's history for over sixty years, and the financial commitment from the city to support the free concert series will help ensure its continued success.

The Playhouse Bowl Association, Inc. is a valid 501(c)3, EIN#33-0196267.

OPTIONS:

1. Approve the appropriations as recommended: \$12,500 for FY 2018 and establishing a budget line item of the same amount for future years.
2. Not approve the recommended appropriations and set an alternate amount determined by Council.
3. Not approve any appropriations to support the summer concert series.

FISCAL IMPACT:

No new funding for FY 2018 is needed, as sufficient funding is available in the Community Promotion Account, 001-5400-446.41-86.

ATTACHMENTS:

1. Resolution 2017-76

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING ANNUAL FUNDING FOR THE PLAYHOUSE BOWL "EVENING IN THE PARK" SUMMER CONCERT SERIES

WHEREAS, The City of Banning recognizes the value of quality events being held in our community; and

WHEREAS, the Playhouse Bowl "Evenings in the Park" Summer Concert Series has provided quality entertainment to our citizens for over sixty years; and

WHEREAS, the Playhouse Bowl "Evenings in the Park" Summer Concert Series has been designated as signature event of the City of Banning; and

WHEREAS, it is the desire of the City of Council of the City of Banning to ensure that the Playhouse Bowl "Evening in the Park" Concert Series continues to provide such entertainment in our city;

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

1. Resolution 2017-76 is approved authorizing annual funding for the Playhouse Bowl "Evening in the Park" Summer Concert Series in the amount of \$12,500 beginning Fiscal Year 2018.

PASSED, APPROVED AND ADOPTED this 11th day of July, 2017.

George Moyer, Mayor
City of Banning, California

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 the foregoing Resolution 2017-76 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 11th day of July, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Heidi Meraz, Community Services Director

MEETING DATE: July 11, 2017

SUBJECT: Resolution 2017-77, Authorizing the Submittal of the FY 2017/18 Local Transportation Fund Claim and Approving the FY 2017/18 – 2019/20 Short Range Transit Plan

RECOMMENDATION:

That City Council discuss and consider adopting Resolution 2017-77, authorizing the submittal of the 2017/18 Local Transportation Fund (LTF) claim in the amount of \$1,587,439 and approving the FY 2017/18-2019/20 Short Range Transit Plan (SRTP).

JUSTIFICATION:

LTF dollars and fare box revenue cover the operational costs of the City's transit department, to include both the fixed route and dial-a-ride services; a claim form must be submitted annually to the Riverside County Transportation Commission (RCTC) in order for the funds to be released to the City. The SRTP needs to be formally approved on an annual basis as a part of the claim submittal document.

BACKGROUND:

The Short Range Transit Plan (SRTP), Exhibit "A", is prepared annually and provides a detailed description of services and operations along with statistics and projections to validate funding requests that will be submitted to RCTC that year. The SRTP was presented to City Council during the 2017 SRTP Council workshop on May 9, 2017, with the revenues and expenses for the transit department being based on the information provided within the document.

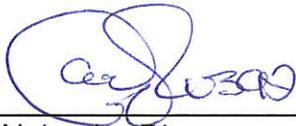
OPTIONS:

1. Adopt Resolution 2017-77, authorizing the submittal of the FY 2016/17 Local Transportation Fund Claim in the amount of \$1,587,439.
2. Reject Resolution 2017-77, resulting in the annual Local Transit Fund Claim not being submitted and a loss of \$1,587,439 in operational assistance for Fixed-Route and Dial-A-Ride service in the City of Banning.

ATTACHMENT:

1. 2016/17-2018/19 SRTP
2. Resolution 2017-77

Approved by:

A handwritten signature in blue ink, appearing to read "Alejandro Diaz", is written over a horizontal line.

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF THE FY 2017-18 LOCAL TRANSPORTATION FUND (LTF) AND APPROVING THE 2017/18-2019/20 SHORT RANGE TRANSIT PLAN (SRTP)

WHEREAS, the City of Banning annually receives an allocation of Local Transportation Funds to operate the City's transit and dial-a-ride services; and

WHEREAS, a claim form and standard assurances must be submitted to Riverside County Transportation Commission in order to receive the allocated LTF; and

WHEREAS, the Short Range Transit Plan is prepared annually as justification for the LTF Funding request and was presented to Council during the May 9, 2017 SRTP Workshop

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

1. The City Council of the City of Banning hereby authorizes the Community Services Director to execute and submit the Fiscal Year of 2017/18 LTF Public Transit Claim in the amount of \$1,587,439 on behalf of the City of Banning.
2. The City of Council of the City of Banning hereby approves the 2017/18-2019/20 Short Range Transit Plan as presented at the May 9, 2017 SRTP Workshop.

PASSED, APPROVED AND ADOPTED this 11th day of July, 2017.

George Moyer, Mayor
City of Banning, California

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 the foregoing Resolution 2017-77 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 11th day of July 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTACHMENT 2



Short Range Transit Plan

FY 2017/18 – 2019/20



**Proud History
Prosperous Tomorrow**

Banning Pass Transit

789 N. San Geronio Avenue

Banning, CA 92220

951.922.3243

FY 2017/2018

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 - Table 9B - Fare Revenue Calculation

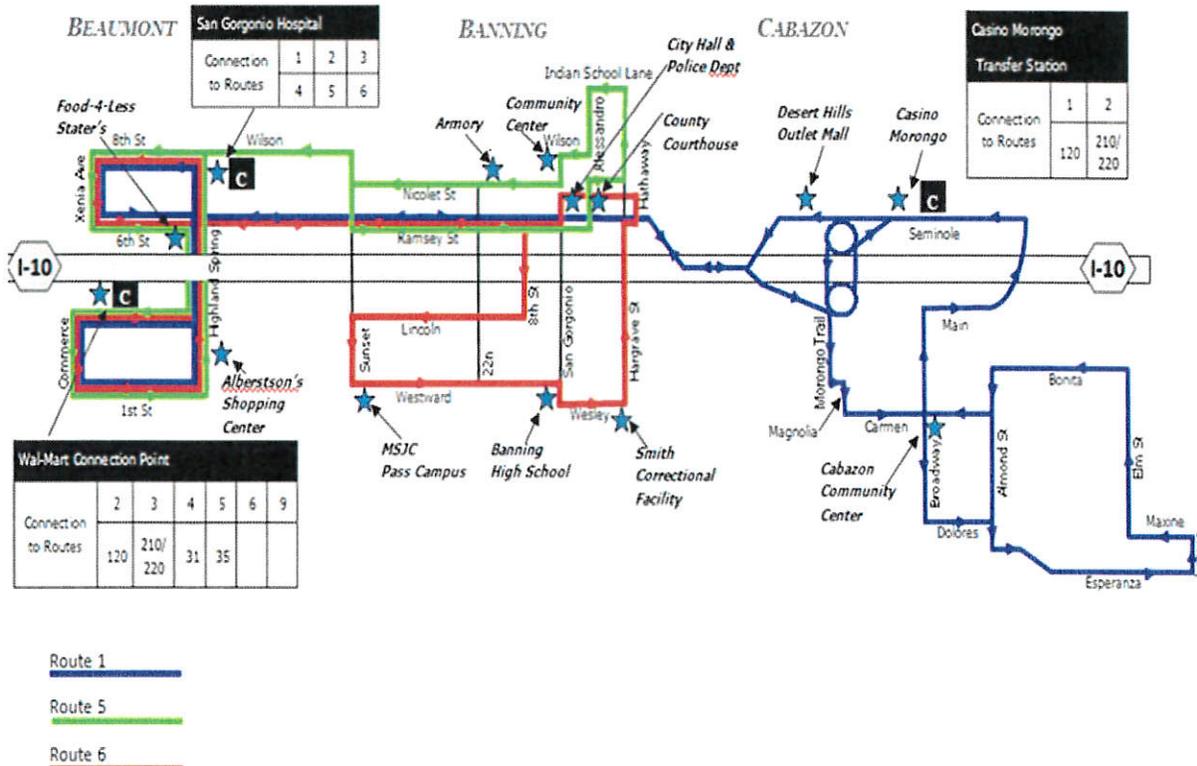
1 System Overview

1.1 – Description of Service Area

The Banning Transit system serves several areas, including the commercial and residential areas of Banning and Cabazon, as well as the commercial areas of the Morongo Indian Reservation and limited commercial areas of Beaumont. The cities of Banning and Beaumont operate under a shared brand identity, "Pass Transit." Pass Transit offers seamless transit by coordinating transportation services that cover approximately 40 square miles in the pass area with routes connecting to regional services.

Within the service area, population is mixed with areas of both high and low densities. The current routes have been planned by taking advantage of this knowledge, allowing the system to operate more efficiently.

Service Area Map

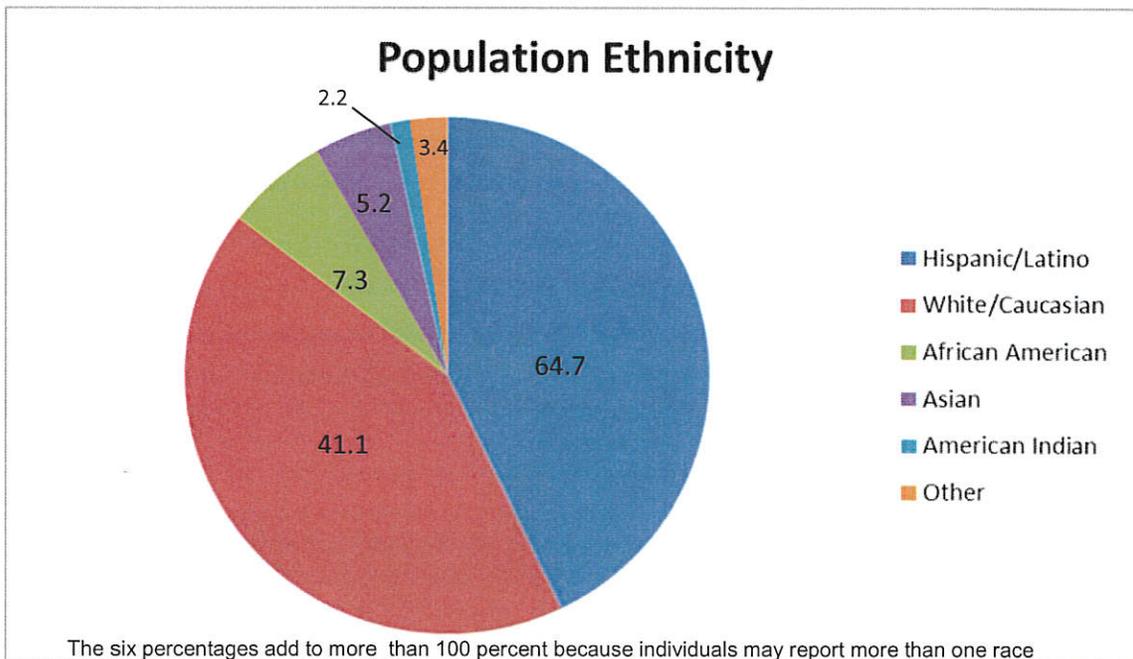


1.2 – Population Profile and Area Demographics

Riverside County covers 7,208 square miles with a population of over 2.2 million people in 2010, per the U.S. Census. The population density for Riverside County is 303.8 people per square mile, largely due to the vast desert areas that are not populated.

The city of Banning covers 23 square miles with a population of 30,241 people in 2014, per the U.S. Census. The population density for Banning is 1,300 per square mile. The population of the service area covered by Banning Transit has grown by approximately 29% over the last ten years.

The racial makeup of the city is as follows:



The average age of the population is the following:

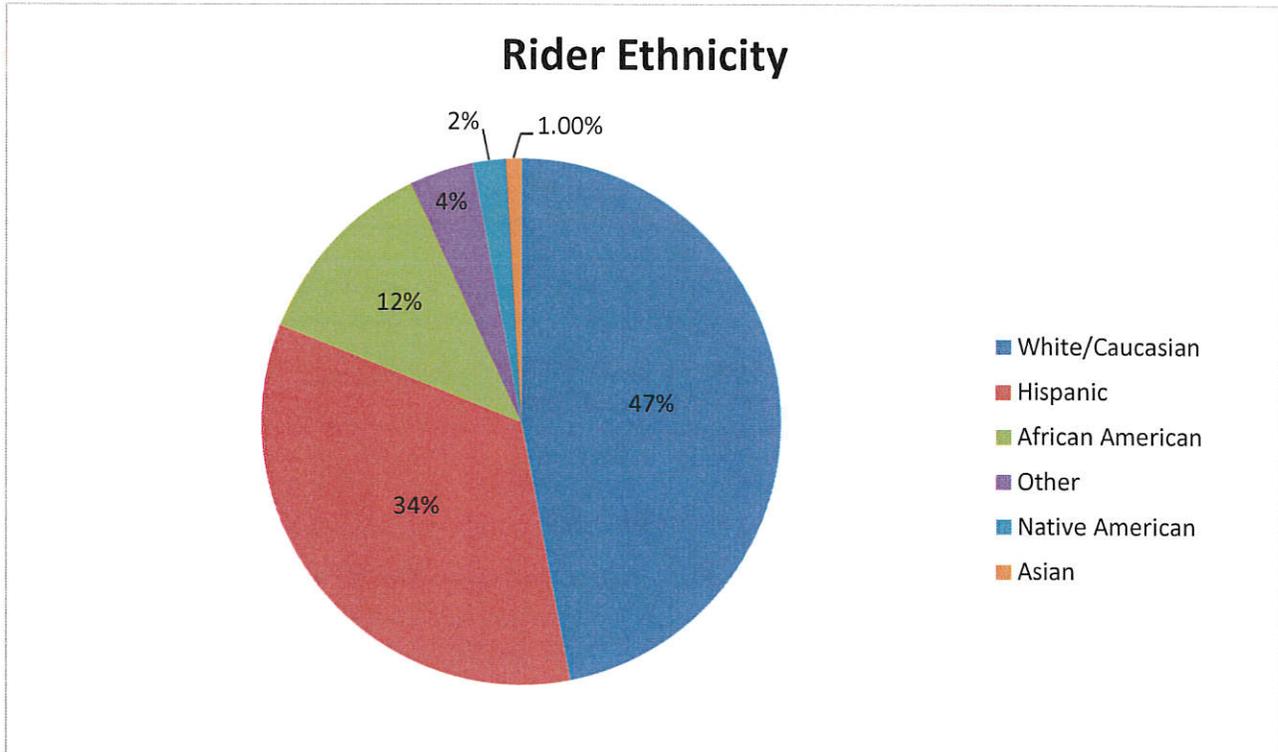
- 55+ Years 36.6 %
- 40-54 Years 15.5 %
- 20-39 Years 22.1 %
- Under 19 Years 25.8 %

The average age of the population is 45.1 years old.

Rider Demographics

In 2013, a survey was conducted showing the demographics of the Pass Transit riders. The information gathered helped create a visual indication of the use of the system.

The racial makeup of the ridership is as follows:



Furthermore, 86% of respondents stated that they used the system's fixed routes at least three times a week. 59% of the ridership used the bus service for local trips within the Banning/Beaumont/Cabazon area, and 49% use the transit to travel outside of Pass Transit's service area. For 91% of ridership, the bus system is their only means of transportation. An unspecified amount of respondents stated that the transit service is readily available in their area, with a majority of riders living within a two-block radius of a bus stop.

A majority of the users of the system share the commonality of being either underemployed or unemployed, with 88% of riders reporting an annual household income of \$20,000 or less and 81% of respondents reporting a family of two or more. 87% of those completing the survey report English as their primary language while 13% speak Spanish.

1.3 – Existing Service and Route Performance

The Banning Transit System currently has three fixed route services which serve the main streets and neighborhood areas of Banning, the residential and business areas of Cabazon, and the main business and shopping area of Beaumont.

Banning's fixed route buses are accessible to people with disabilities; each bus has a wheelchair lift or ramp along with two wheelchair securement locations. Banning offers individualized travel training to assist new passengers in learning how to ride these buses. Banning Paratransit is an origin-to-destination shared ride transportation service for seniors age 60 and older and persons who are, due to their functional limitation(s), unable to use accessible fixed route bus service. Passengers must be certified eligible per guidelines established by the Americans with Disabilities Act (ADA).

1.4 – Fare Structure

The Pass Transit system has adopted a mutual service fare to make traveling more accessible to those who utilize the system. The chart below has a detailed breakdown of the current fares for available services:

Fixed Route

Fare Categories	Base Fare	Day Pass	10-Trip Punch Pass	10-Ticket Book	Monthly Pass
General	\$1.15	\$3.00	N/A	\$10.35	\$36.00
Youth (grades K-12)	\$1.00	\$3.00	\$10.00	N/A	\$25.00
Senior (60+)	\$.65	\$1.80	N/A	\$5.85	\$21.50
Disabled	\$.65	\$1.80	N/A	\$5.85	\$21.50
Military Veterans	\$.65	\$1.80	N/A	\$5.85	\$21.50
<i>Child (46" tall or under. Must be accompanied by full fare paying passenger.)</i>	\$.25	N/A	N/A	N/A	N/A
Zone Fare (Cabazon Residential Area)	\$.25	\$.25	\$.25	\$.25	N/A
Deviations (Routes 3 & 4)	\$.25	\$.25	\$.25	\$.25	\$.25
Active Military	FREE	N/A	N/A	N/A	N/A
GoPass (During school session only)	FREE	N/A	N/A	N/A	N/A

Dial-A-Ride Fares

Fare Categories	Base Fare	10-Ride Punch Card
One-Way	\$2.00	\$18.00
Companion	\$3.00	N/A
PCA (w/ I.D.)*	FREE	FREE
No Show	\$2.00	N/A

*Personal Care Attendant must show proper ID each time they board.

1.5 – Revenue Fleet

Banning Transit System operates seven fixed route vehicles all of which are powered by compressed natural gas (CNG). The vehicles are equipped with racks for two bicycles and are in compliance with the ADA with mobility device lifts and two tie-down stations per bus. The transit system also has five vehicles that are classified as Dial-A-Ride (two in revenue service and one as a spare). One of the two remaining is utilized as an alternate for the fixed-route if needed, and the other was auctioned in the 3rd quarter of FY 2017. All are in compliance with the ADA, with mobility device lifts and tie-down stations for four mobility devices. Banning Pass Transit also has four support vehicles which are used for driver relief or administrative errands. Two relatively new fixed route vehicles were delivered at the end of June 2015.

A 32' El Dorado National EZ Rider II was delivered in September 2016 and a second will be delivered in December 2017.

See the City of Banning Fleet Inventory Table 1 for individual vehicle characteristics.

1.6 – Existing Facility/Planned Facilities

Banning Transit System functions as a department within the City and utilizes existing facilities. Transit Administrative staff is housed at the City's Community Center located at 789 North San Gorgonio Avenue, where bus passes are sold, schedules are available and all ADA applications are processed. Dispatch and general telephone information is also provided at the transit office within the Community Center.

Banning Pass Transit Office Hours

Monday – Thursday: 7:30am to 6:00pm

Friday: 8:00am to 5:00 pm

The maintenance, parking, fueling of the buses, and storage of bus stop amenities are performed at the City's Corporation Yard located at 176 East Lincoln Street. Maintenance of the vehicles is performed by the Public Works Department, Fleet Maintenance Division.

There are currently no plans to expand Banning Pass Transit System facilities. Meanwhile, there are plans to improve the CNG facility and install state of the industry quick fuel technology for public point of sale use.

1.7 – Existing Coordination between Transit Agencies

Currently, the cities of Banning and Beaumont operate under a Memorandum of Understanding (MOU) which allows for each respective agency to cross jurisdictional boundary lines, allowing simplified travel for passengers throughout the Pass area. In addition, an MOU is held with the Morongo Band of Mission Indians allowing stops on their property. The ability to provide a stop at Casino Morongo allows passengers to make connections with Sunline Commuter Link 220, providing service from Palm Desert to Riverside. Also, services are coordinated with Riverside Transit Agency (RTA) by providing time points on routes 1, 5 and 6 that meet with routes that provide travel to and from the areas of Hemet and Moreno Valley (i.e. Route 31 at either Sun Lakes or Walmart). Riders also have the opportunity to connect with the Amtrak Thruway Bus Service at Casino Morongo. It is a goal to work with Beaumont to evaluate the viability of more comprehensive coordinated efforts.

2 Existing Service and Route Performance

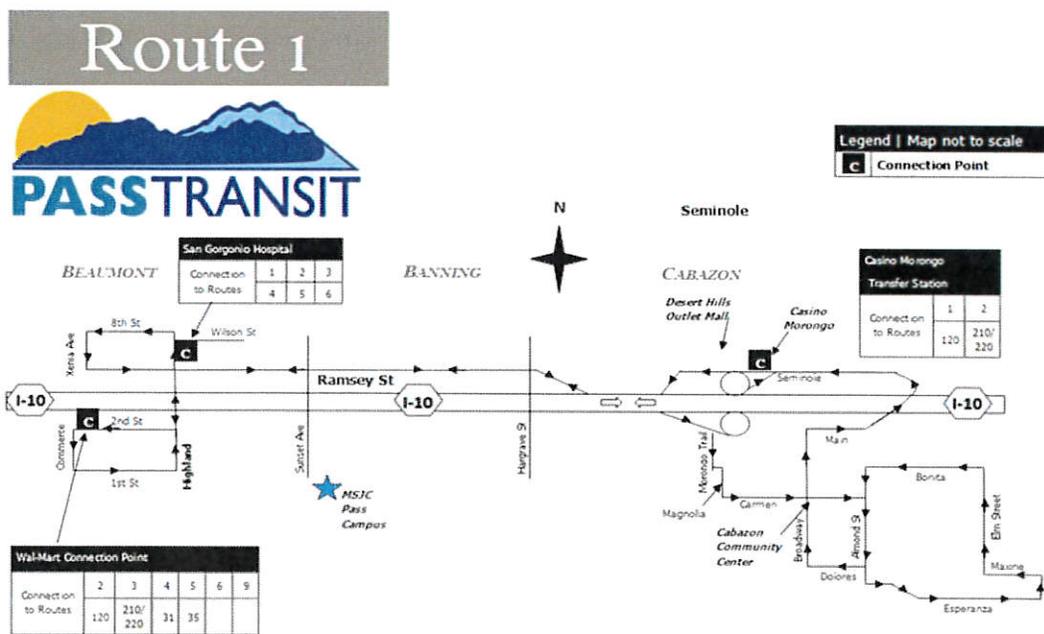
2.1 – Fixed Route Service

The Banning Transit System currently has three fixed route services which serve downtown and neighborhood areas of Banning, both the residential and business areas of Cabazon, and the main commercial area of Beaumont. The main service arterial is Ramsey, which between Beaumont’s route 2 and Banning’s route 1 split frequency, ridership and fare revenues. It would be prudent to evaluate the level of service through Ramsey, which is detrimentally impacting Banning’s fare box recovery. Banning plans on reviewing Ramsey service levels with Beaumont to ensure the appropriate amount of service is delivered in a financially sustainable manner. Transfers to Beaumont Pass Transit can continue to be made at Walmart.

Route 1 – Beaumont/Banning/Cabazon

Pass Transit Route 1 is among the most used route in the system, operating primarily along Ramsey Street and 6th Street and serving the commercial areas of Cabazon and Casino Morongo. Ridership on Route 1 accounts for approximately 60% of the total use of the system.

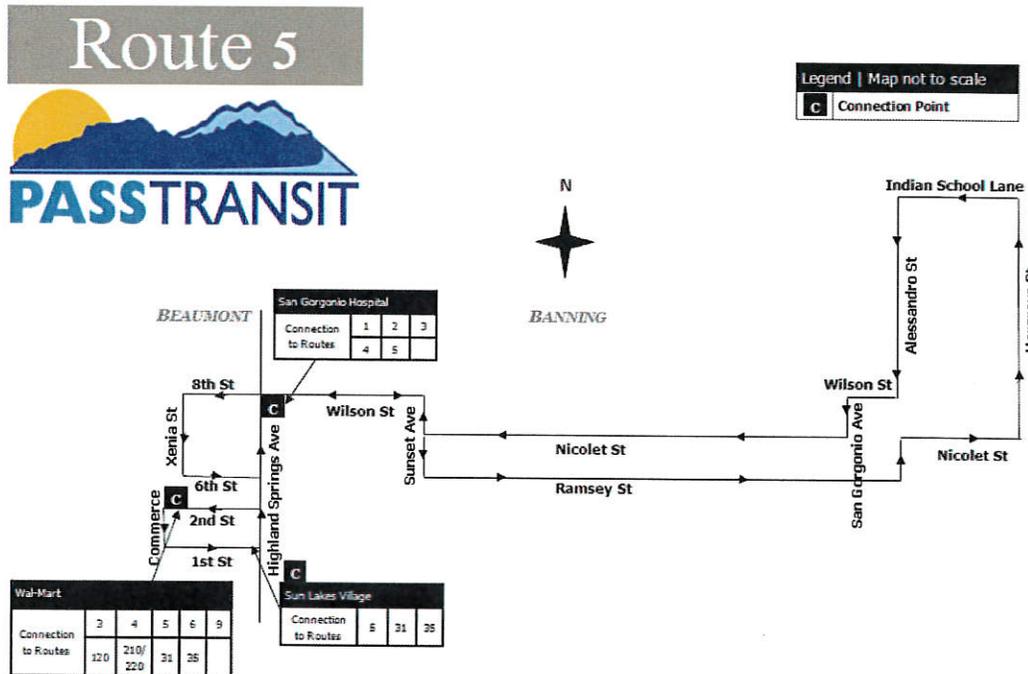
While the longest in distance, this route operates on one-hour headway from Beaumont to Casino Morongo. The major stops on this line include Albertsons, Wal-Mart, Banning City Hall, Mid-County Justice Center, San Gorgonio Memorial Hospital, Casino Morongo and the Desert Hills Outlets in Cabazon.



The second loop of Route 1 also runs on an hour headway departing from Casino Morongo and servicing the Cabazon Community Center and the residential areas of Cabazon. Two buses are operated on this route which allows for hourly service to the two respective areas.

Route 5 – Northern Banning

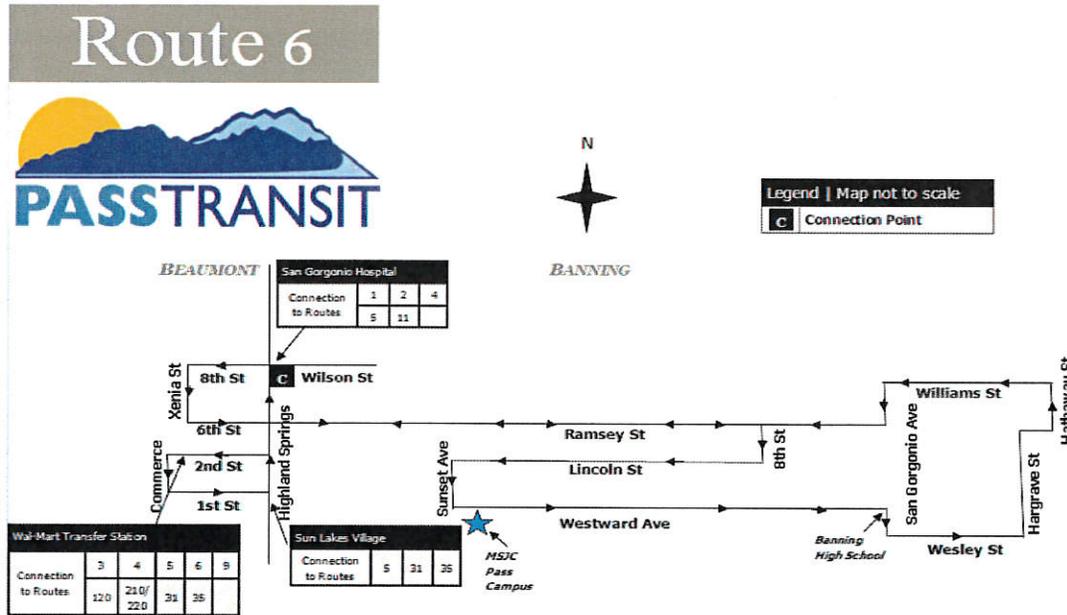
Route 5 accounts for 25 percent of Pass Transit use, providing service to the areas that lie north of the I-10 Freeway in the City of Banning. Major stops on this route are the Mid-County Justice Center, Banning City Hall, the Banning Community Center, Library, Medical Facilities, San Gorgonio Memorial Hospital and the commercial area of Beaumont. Banning staff will evaluate how best to serve the northerly and southerly markets in FY 2018. This may be accomplished by a combined Route 5/6 Clockwise/Counterclockwise circulator, which would increase frequency with the same number of revenue hours.



Route 6 – Southern Banning

Accounting for 15% of Pass Transit use, Route 6 provides service to the southern area of Banning. Major stops on this route are the Mid-County Justice Center, Banning City Hall, the Mt. San Jacinto Pass Campus, Banning High School, Smith Correctional Facility, Medical Facilities, San Gorgonio Memorial Hospital and the commercial area of Beaumont. Banning staff will evaluate how best to serve the northerly and southerly markets in FY 2018. This may be accomplished by a combined Route 5/6

Clockwise/Counterclockwise circulator, which would increase frequency with the same number of revenue hours.



Banning Pass Transit fixed route service hours are as follows:

Days	Route	Hours
Monday – Friday	Route 1	4:30 A.M. – 10:45 P.M.
Monday - Friday	Route 5	5:30 A.M. – 6:30 P.M.
Monday - Friday	Route 6	6:00 A.M. – 6:00 P.M.
Saturday & Sunday	Route 1	8:00 A.M. – 6:00 P.M.
Saturday & Sunday	Routes 5 & 6	8:00 A.M. – 5:00 P.M.

Banning Pass Transit offers limited service hours, 9:00 A.M. to 5:00 P.M., on the following holidays: Martin Luther King Day, President’s Day, Labor Day, Veterans Day, and the day after Thanksgiving.

Banning Pass Transit offers no service on the following holidays: New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day.

All aforementioned fixed routes are consistently monitored and will be modified as needed to better serve unmet transit needs.

2.2 – Dial-A-Ride Service

Pass Transit Dial-A-Ride is a service offered to seniors, aged 60 and older, persons with disabilities and passengers eligible under the Americans with Disabilities Act (ADA). Limited service hours are available for non-ADA passengers. This category of passenger is also required to fill out a certification application to determine eligibility. If these terms are met, the applicant will receive a card certifying their eligibility to ride.

Pass Transit Dial-A-Ride is a service offered within the city limits of Banning and Beaumont as well as within a $\frac{3}{4}$ mile boundary of Routes 1 and 2 service areas (including Cabazon).

The primary uses for the Dial-A-Ride system are transportation to medical appointments, workshop programs for persons with disabilities, shopping areas, employment. Dial-a-Ride services also provide connections to the Riverside Transit Agency and Pass Transit Fixed Routes. Additionally, demand for paratransit is expected to grow. This is a universal transit/paratransit theme nationwide and Banning is anticipated to continue to see growth in the paratransit program. Furthermore, demand for Saturday and Sunday paratransit is expected to grow from somewhat inconsequential from a budget / demand standpoint to significant in the coming fiscal years.

Hours for the Dial-A-Ride program are as follows:

Days	Hours
Seniors (age 60 & older) & Persons without ADA Certification	
Monday - Friday	8:00 A.M. – 3:00 P.M.
Saturday & Sunday	No Service
Persons with ADA Certification	
Monday - Friday	7:00 A.M. – 7:00 P.M.
Saturday & Sunday	Limited service when three or more persons request service.

2.3 – Key Performance Indicators

The Riverside County Transportation Commission (RCTC) has adopted a Productivity Improvement Plan (PIP) for the transit and commuter rail operators of Riverside County. The PIP sets forth efficiency and effectiveness standards that the transit operators are to meet. Progress towards these standards is reported quarterly to the Commission. The following table on the next page shows the operating performance indicators adopted in the PIP and this plan's projections for the coming year.

Banning Transit System / Pass Transit Performance Statistics	FY 2015 Audited	FY 2016 Actual	FY 2017 Projected (Based on 3rd Quarter Actuals)	FY 2018 Planned
Unlinked Passenger Trips	144,978	137,594	132,748	199,540
Operating Cost per Revenue Hours	\$77.75	\$56.03	\$56.14	\$74.44
Farebox Recovery Ratio	11.27%	13.05%	11.98%	10.13%
Subsidy per Passenger	\$9.45	\$7.28	\$7.64	\$8.33
Subsidy per Passenger Mile	\$3.70	\$2.84	\$2.97	\$4.02
Subsidy per Revenue Hour	\$68.99	\$48.72	\$49.42	\$66.90
Subsidy per Revenue Mile	\$2.82	\$1.31	\$1.30	\$1.98
Passengers per Revenue Mile	0.30	0.18	0.17	0.24

Projections are based on operating data through March 2017 and projected through June, 2017. Since these are only estimates, the performance indicators are subject to change.

For Fiscal Year 2017/2018, the Banning Transit System will attempt to be in compliance with at least 4 of the 7 performance targets.

Additional details on key indicators for demand responsive and fixed route services are shown in Table 2.

The Banning Transit System does not receive any federal funding and is not required to report to the National Transit Database.

2.4 – Productivity Improvement Efforts

In order to meet performance standards, routes are continually monitored and analyzed to insure that the service being provided runs as efficiently as possible.

Banning Pass Transit completed a Comprehensive Operations Analysis (COA) with Transportation Management & Design, Inc. in May of 2014, resulting in route changes for the entire system. Ultimately, Banning opted to consolidate Route 1 with the “Cabazon Circulator,” which reduces cost and provides more direct service to that unincorporated corridor. With hourly frequency, Route 1 is able to service those residents more directly and sustain a better farebox recovery due to the Ramsey corridor. The COA was not used last Fiscal Year for service design and is not the basis for current or future service planning adjustments in Banning.

Banning Pass Transit has experienced a decrease in farebox revenue with the additional service of the Beaumont Route 2. While the additional bus allows for 30 minute service from Walmart in Beaumont to Casino Morongo, the growth in ridership that was projected for the route has not been realized. Thus, Banning had requested that beginning January 1, 2017 Beaumont reduce their trips through Banning by 50%. This did not occur and the importance of the loss of fare revenue along the Ramsey corridor must be reemphasized. This detrimentally impacts farebox recovery and the Banning Transit Budget, along with oversaturating this corridor with disproportionately high frequency.

2.5 – Major Trip Generators and Projected Growth over the next two years

Major passenger trip destinations for Banning Pass Transit services are the Sunlakes Plaza Shopping Center, the 2nd Street Marketplace in Beaumont, the Walmart Supercenter in Beaumont, the Banning Justice Center, San Gorgonio Pass Hospital, Beaver and Loma Linda Medical Plazas, the Cabazon Outlet Stores, Desert Hills Premium Outlets and Casino Morongo and the Mt. San Jacinto College Pass Campus. There is a high demand for service to these destinations whether for employment, necessities or pleasure. Looking into FY 2019, Banning may look to request funding for reverse commute service that connects the Pass area with the desert communities and Sunline. Staff will explore routing, service planning and the budget for service during FY 2018. Additionally, demand for paratransit is expected to grow. This is a universal transit/paratransit theme nationwide and Banning is anticipated to continue to see growth in the paratransit program.

2.6 – Equipment, Passenger Amenities and Facility Needs

It is the City of Banning's goal to acquire, upgrade, and maintain equipment using the federal Transit Asset Management (TAMs) Business Model to manage the nexus between State of Good Repair (SGR) and Safety Management System (SMS).

All fixed route and Dial-A-Ride vehicles are equipped with security cameras and recording equipment. Two new fixed route buses were placed into service July, 2015. Grant funds have been received for two additional 32' passenger coaches, one of which was delivered in September 2016 and another has been ordered and will be delivered by December 2017. The standardization and enhancement for both fleet and facility security cameras has also been budgeted and will be implemented in Fiscal Year 2018. One staff vehicle and one supervisor truck will be ordered and delivered in Fiscal Year 2018.

This year funds are being requested for the replacement of a hydraulic lift at the fleet maintenance shop and an Intelligent Transportation Scheduling System (ITS). The former is being supplemented by FY 2017 funds, while the latter merges several 08/09 funding streams into a consolidated project along with additional FY 2018 STA capital funds. This ITS project will be implemented in three phases from FY 18 through FY 20. Ultimately, Banning will achieve the goal of automating much of the system with state of the industry technology. Features will include Computer Assisted Dispatching (CAD) / Automated Vehicle Location (AVL), Interactive Voice Response (IVR), Automated fare collection options, passenger amenities like "where is my bus," robust reporting, integration with TransTrack for service planning and more granular analysis, and other modules. This project is scalable and will be budgeted, funded and implemented in phases by design. It will be a perennial SRTP request to ensure State of the Industry technology is maintained and State of Good Repair is achieved.

3 Planned Service Changes and Implementation

3.1 – Recent Service Changes

The COA had called for a Cabazon Circulator route that would connect residents in that community to Morongo Casino, and thereby, the entire Pass Transit System. Operationally, such a circulator route is not feasible and leads to one additional vehicle (along with corresponding hours and miles) to serve no more than the same number of passengers best case scenario due to it also forcing a transfer. Therefore Banning operates two vehicles on route 1 resulting in hourly frequency, and for passengers on the Ramsey corridor, de facto 30 minute headways with Beaumont continuing status-quo with their

Route 2. This diffuses ridership and will continue to impede adequate farebox recovery for the Banning system.

The changes that were made resulted in reduced headway times on Route 1 and expanded service hours at the MSJC Pass Campus by Route 6. Classes at the college campus end at 9:00p.m., and service at the college continues to 9:30p.m., allowing students who rely on the bus to attend evening classes and make connections to RTA service for regional travel. In FY 2017 and 2018 staff is working with MSJC to ensure the awareness of transit opportunities by the student population.

Beginning in January 2017, Beaumont Pass Transit was scheduled to reduce their route 2 service down the Ramsey corridor by 50% from hourly frequency to two hour headways, but this did not occur. Banning will continue to operate Route 1 on its current schedule. This reduction was determined to be necessary due to oversaturation of service in Banning's service area. While service has been increased over the past two years, Banning Pass Ridership and farebox revenue both declined. Obviously, service frequency directly impacts farebox recovery and Banning had planned on the reduced level of route 2 to improve that retention from a budget standpoint. Major growth projected for the downtown area which will generate a significant increase in ridership has not yet occurred (i.e. County Courthouse being fully operational, retail and office space being built and a substantial amount of county offices relocating to the area).

3.2 – Recommend Local and Express Routes

Banning will explore the possibility of requesting funding for a reverse commuter and desert link route in fiscal year 2019. In the coming fiscal year 2018, staff will review estimated demand, service planning, and budgeting for this route. At this point, it is hypothetical pending due diligence research and review, but could mature into a service recommendation and request depending on the outcome of the analysis.

Meanwhile, Banning staff will review the strengths and weaknesses of combining routes 5 and 6 into a clockwise / counterclockwise service. Independently, each route would have a 70-75 minute headway, with a combined 35-40 minute frequency for passengers. This may more effectively serve the local southern and northern corridors than the current alignment. A thorough review and analysis will precede the decision of whether to proceed with adjustment. If the decision is made to proceed with the change, staff will ensure that an accompanying marketing and outreach campaign precedes the new service.

3.3 – Marketing Plans and Promotions

Efforts continue to be made to market the Pass Transit System over the past year and will continue in the coming year. These efforts include purchasing advertising on a map of the

San Geronio Pass Area, distribution of route maps by delivery to the library, Chamber of Commerce, San Geronio Memorial Hospital, Mt. San Jacinto Pass Campus, local hotels and other businesses. The new Community Services Manager position ensures that Banning will be able to ensure presence of all relevant local and regional working groups (e.g. number 8 below).

The following marketing efforts will be undertaken to promote ridership growth.

1. Continue outreach programs to schools and at community events.
2. Attend senior community meetings to provide information.
3. Participation in the MSJC GO-PASS Program to encourage ridership of college students. Work with campus staff to maximize Pass Transit awareness.
4. Articles in local papers highlighting new transportation routes.
5. Instill a Travel Navigation initiative in customer service.
6. Incorporate and coordinate travel training opportunities for Pass Passengers with regional providers including Sunline, RTA and Beaumont.
7. Offer "Rider Appreciation Day" to raise awareness of benefits of public transportation.
8. Continue to participate with Transportation Now, Senior Transportation Assistance Group, Pass Area Senior Connections, Pass Area Veterans Assistance, Cabazon Community Resources and other efforts.

The City of Banning's website at www.ci.banning.ca.us provides basic Pass Transit route and schedule information, as well as links to route information for neighboring agencies. Customers can submit comments, complaints, concerns and suggestions through the city website.

Banning Pass Transit strives to operate service in a manner that will maximize system productivity, efficiency, as well as the use of subsidies.

- Develop an ongoing planning process with key agencies and organizations within the region.
- Ensure that services are operated in a manner to maximize safety, to the riders, the public and the operators.
- Develop a core group of services that connect key activity points and commit to providing service along those corridors.

- Continually review all services to evaluate the efficiency and needs of the transit system.

3.4 – Budget Impact on Proposed Changes

Banning transit farebox recovery and the anticipated budget is detrimentally impacted by Beaumont's continued hourly frequency on Route 2 that serves the primary Banning arterial of Ramsey Street. While the combination of Route 1 and 2 provide a very high level of service to the customer, reduces the viability of the Banning Pass Transit farebox recovery. In fiscal year 2016/17 Banning will review more efficiently aligning Routes 5 and 6 into a clockwise/counterclockwise circulator to increase frequency and efficiency. The latter should have a positive influence on farebox recovery and not increase operating costs. Finally, Banning will be using Low Carbon Transit Operations Program (LCTOP) funds to increase Saturday demand response service levels for people with disabilities and senior citizens.

4 FINANCIAL AND CAPITAL PLANS

4.1 – Operating and Capital Budget

For FY 17/18, operating funds needed to operate the Banning Pass Transit System are \$1,850,000 for the Fixed Route and DAR. The operating funds consist of \$ 1,587,439 local transportation funds (LTF) and \$74,561 in Low Carbon Transit Operations Program (LCTOP) funds. The projected farebox revenue for FY 16/17 is \$187,500. Additional funding in the amount of \$500 will come from interest income.

Staff will continue to complete previously funded Capital projects in FY 17/18 and will continue to operate service in a manner that will maximize system productivity and efficiency. As previously reviewed, this year funds are being requested for the replacement of a hydraulic lift at the fleet maintenance shop and an Intelligent Transportation Scheduling System (ITS). This includes \$125,362 in new capital funds from both STA and Prop 1 B Security funding streams. The former is being supplemented by FY 2017 funds, while the latter merges several 08/09 funding streams into a consolidated project along with additional FY 2018 STA capital funds. This ITS project will be implemented in three phases from FY 18 through FY 20. Ultimately, Banning will achieve the goal of automating much of the system with state of the industry technology. Features will include CAD/AVL, IVR, Automated fare collection options, passenger amenities like "where is my bus," robust reporting, integration with TransTrack for service planning and more granular analysis, and other modules. The post-FAST FTA business model of Transit Asset Management will be kept in mind to ensure the

maintenance of State of Good Repair (SGR) and the nexus of Safety/Security with that aforementioned standard.

4.2 – Funding Plans to Support Proposed Operating and Capital Program

Capital projects are funded through STA funds, Public Transportation Modernization, Improvement, and Service Enhancement Account Program and Proposition 1B Security grants for Banning Pass Transit.

Operating costs will be fully funded through LTF funds, LCTOP, farebox revenue and interest.

4.3 – Regulatory and Compliance Requirements

The City of Banning submitted an Americans with Disabilities Act Paratransit Plan to the FTA on January 26, 1992. Pass Transit fixed route buses are equipped with ADA compliant mobility device lifts and are accessible to persons with disabilities. A procedure is in place to provide service to a customer in a mobility device should a fixed route bus lift fail.

Banning Pass Transit Dial-A-Ride services provide ADA complementary paratransit service for the fixed route services operated by Banning Transit System. Beaumont Transit System offers the same service through its Pass Transit Dial-a-Ride operation. The system uses a self-certification process with professional verification. Banning Transit System staff processes ADA certifications for Pass Transit operations.

Title VI

Banning Transit System/Pass Transit does not utilize federal funds for operating expenses. As such, Title VI requirements do not currently apply to the transit system.

Alternatively Fueled Vehicles (RCTC Policy)

Pass Transit fixed-route buses are CNG powered. Pass Transit Dial-A-Ride vehicles (which are less than 33,000 lbs. GVW and 15-passenger capacity), administrative and driver relief vehicles are gasoline-powered.

Future vehicle purchases will be in compliance with the RCTC and South Coast Air Quality Management District (AQMD) policies regarding alternative fuel transit vehicles.

The CNG Fueling Station at the City of Banning Corporation Yard provides expanded CNG capacity and fast fueling capability. With increased capacity and redundant compressor units, having adequate and reliable CNG pumping capacity will not be an issue in the foreseeable future.

SECTION 5 CITY OF BANNING SRTP TABLES



Table 1 - Fleet Inventory
 FY 2017/18 Short Range Transit Plan
 City of Banning

Bus (Motorbus) / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2016/17	# of Contingency Vehicles FY 2016/17	Life to Date Vehicle Miles Prior Year End FY 2015/16	Life to Date Vehicle Miles through March FY 2016/17	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2016/17
2015	EDN	AeroElite	30	2	32	CN	2	0	63,640	112,348	56,174
2016	EDN	EZ Rider	25	1	32	CN	1	0		13,535	13,535
2001	EDN	Transmark	33	1	35	CN	1	0		497,911	497,911
2004	EDN	Transmark	33	2	35	CN	2	0	848,670	592,822	446,411
2010	EDN	XHF	31	2	34	CN	2	0	497,326	566,109	283,054
Totals:			152	8			8	0	1,409,636	2,082,725	260,341



Table 1 - Fleet Inventory
 FY 2017/18 Short Range Transit Plan
 City of Banning

Demand Response / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2016/17	# of Contingency Vehicles FY 2016/17	Life to Date Vehicle Miles Prior Year End FY 2015/16	Life to Date Vehicle Miles through March FY 2016/17	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2016/17
2010	EBC	Aerotech	16	1	25	GA	1	0	87,409	95,363	95,363
2010	EBC	EDN	16	1	25	GA	1	0	88,727	99,063	99,063
2003	EDN	Aerotech	12	1	25	GA	1	0	302,461	314,701	314,701
2013	GLV	Universal	18	1	26	CN	1	0	41,755	41,699	41,699
2008	ZZZ	Ford	14	1	26	GA	1	0	173,305	187,274	187,274
Totals:			76	5			5	0	693,657	738,090	147,618



Table 2 -- Banning-BUS -- SRTP Service Summary
FY 2017/18 Short Range Transit Plan
All Routes

	FY 2014/15 Audited	FY 2015/16 Audited	FY 2016/17 Plan	FY 2016/17 4th Qtr Actual	FY 2017/18 Plan
Fleet Characteristics					
Peak-Hour Fleet			4		4
Financial Data					
Total Operating Expenses	\$1,387,473	\$1,019,464	\$1,511,897	\$826,544	\$1,680,000
Total Passenger Fare Revenue	\$156,136	\$127,666	\$171,700	\$92,345	\$181,875
Net Operating Expenses (Subsidies)	\$1,231,337	\$891,798	\$1,340,197	\$734,199	\$1,498,125
Operating Characteristics					
Unlinked Passenger Trips	135,244	127,524	173,659	101,401	186,000
Passenger Miles	335,405	316,260	601,966	251,474	364,959
Total Actual Vehicle Revenue Hours (a)	18,493.0	19,192.3	19,127.0	15,797.3	22,988.0
Total Actual Vehicle Revenue Miles (b)	456,687.9	738,641.3	288,427.0	621,913.5	813,016.0
Total Actual Vehicle Miles	465,997.7	745,524.5	313,523.0	627,328.5	820,502.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$75.03	\$53.12	\$79.05	\$52.32	\$73.08
Farebox Recovery Ratio	11.25%	12.52%	11.35%	11.17%	10.82%
Subsidy per Passenger	\$9.10	\$6.99	\$7.72	\$7.24	\$8.05
Subsidy per Passenger Mile	\$3.67	\$2.82	\$2.23	\$2.92	\$4.10
Subsidy per Revenue Hour (a)	\$66.58	\$46.47	\$70.07	\$46.48	\$65.17
Subsidy per Revenue Mile (b)	\$2.70	\$1.21	\$4.65	\$1.18	\$1.84
Passenger per Revenue Hour (a)	7.3	6.6	9.1	6.4	8.1
Passenger per Revenue Mile (b)	0.30	0.17	0.60	0.16	0.23

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.



Table 2 -- Banning-DAR -- SRTP Service Summary
FY 2017/18 Short Range Transit Plan
All Routes

	FY 2014/15 Audited	FY 2015/16 Audited	FY 2016/17 Plan	FY 2016/17 4th Qtr Actual	FY 2017/18 Plan
Fleet Characteristics					
Peak-Hour Fleet			2		2
Financial Data					
Total Operating Expenses	\$156,375	\$132,507	\$170,104	\$83,045	\$170,000
Total Passenger Fare Revenue	\$17,840	\$22,693	\$23,200	\$19,262	\$5,625
Net Operating Expenses (Subsidies)	\$138,535	\$109,813	\$146,904	\$63,783	\$164,375
Operating Characteristics					
Unlinked Passenger Trips	9,734	10,070	12,550	9,089	13,540
Passenger Miles	35,042	36,252	62,750	32,720	48,744
Total Actual Vehicle Revenue Hours (a)	1,362.4	1,366.7	2,385.0	1,247.1	1,864.0
Total Actual Vehicle Revenue Miles (b)	29,689.0	28,902.0	34,390.0	23,812.0	26,197.0
Total Actual Vehicle Miles	33,409.0	31,173.0	51,252.0	25,472.0	28,041.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$114.78	\$96.96	\$71.32	\$66.59	\$91.20
Farebox Recovery Ratio	11.41%	17.13%	13.63%	23.19%	3.30%
Subsidy per Passenger	\$14.23	\$10.91	\$11.71	\$7.02	\$12.14
Subsidy per Passenger Mile	\$3.95	\$3.03	\$2.34	\$1.95	\$3.37
Subsidy per Revenue Hour (a)	\$101.69	\$80.35	\$61.59	\$51.14	\$88.18
Subsidy per Revenue Mile (b)	\$4.67	\$3.80	\$4.27	\$2.68	\$6.27
Passenger per Revenue Hour (a)	7.1	7.4	5.3	7.3	7.3
Passenger per Revenue Mile (b)	0.33	0.35	0.36	0.38	0.52

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.



Table 2 -- City of Banning -- SRTP Service Summary
FY 2017/18 Short Range Transit Plan
All Routes

	FY 2014/15 Audited	FY 2015/16 Audited	FY 2016/17 Plan	FY 2016/17 4th Qtr Actual	FY 2017/18 Plan
Fleet Characteristics					
Peak-Hour Fleet			6		6
Financial Data					
Total Operating Expenses	\$1,543,847	\$1,151,971	\$1,682,001	\$909,589	\$1,850,000
Total Passenger Fare Revenue	\$173,376	\$150,360	\$194,900	\$111,606	\$187,500
Net Operating Expenses (Subsidies)	\$1,369,872	\$1,001,611	\$1,487,101	\$797,982	\$1,662,500
Operating Characteristics					
Unlinked Passenger Trips	144,978	137,594	186,209	110,490	199,540
Passenger Miles	370,448	352,512	664,716	284,195	413,703
Total Actual Vehicle Revenue Hours (a)	19,855.4	20,558.9	21,512.0	17,044.4	24,852.0
Total Actual Vehicle Revenue Miles (b)	486,376.9	767,543.3	322,817.0	645,725.5	839,213.0
Total Actual Vehicle Miles	499,406.7	776,697.5	364,775.0	652,800.5	848,543.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$77.75	\$56.03	\$76.19	\$53.37	\$74.44
Farebox Recovery Ratio	11.27%	13.05%	11.58%	12.27%	10.13%
Subsidy per Passenger	\$9.45	\$7.28	\$7.99	\$7.22	\$8.33
Subsidy per Passenger Mile	\$3.70	\$2.84	\$2.24	\$2.81	\$4.02
Subsidy per Revenue Hour (a)	\$68.99	\$48.72	\$69.13	\$46.82	\$66.90
Subsidy per Revenue Mile (b)	\$2.82	\$1.31	\$4.61	\$1.24	\$1.98
Passenger per Revenue Hour (a)	7.3	6.7	8.7	6.5	8.0
Passenger per Revenue Mile (b)	0.30	0.18	0.58	0.17	0.24

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.



Table 3 - SRTP Route Statistics

City of Banning -- 1
 FY 2017/18
 All Routes

Data Elements

Route #	Day Type	Peak Vehicles	Passengers	Passenger Miles	Revenue Hours	Total Hours	Revenue Miles	Total Miles	Operating Cost	Passenger Revenue	Net Subsidy
BAN-1	All Days	2	131,000	291,968	18,390.0	18,600.0	666,664.0	672,594.0	\$1,328,500	\$146,250	\$1,182,250
BAN-5/6	All Days	2	55,000	72,991	4,598.0	4,650.0	146,352.0	147,918.0	\$351,500	\$35,625	\$315,875
BAN-DAR	Weekday	2	13,540	46,744	1,864.0	3,599.0	26,197.0	28,041.0	\$170,000	\$5,625	\$164,375
Service Provider Totals		6	199,540	413,703	24,852.0	26,849.0	839,213.0	848,543.0	\$1,850,000	\$187,500	\$1,662,500



Table 3 - SRTP Route Statistics

City of Banning -- 1
 FY 2017/18
 All Routes

Performance Indicators

Route #	Day Type	Operating Cost Per Revenue Hour	Operating Cost Per Revenue Mile	Cost Per Passenger	Farebox Recovery Ratio	Subsidy Per Passenger	Subsidy Per Passenger Mile	Subsidy Per Revenue Hour	Subsidy Per Revenue Mile	Passengers Per Hour	Passengers Per Mile
BAN-1	All Days	\$72.24	\$1.99	\$10.14	11.00%	\$9.02	\$4.05	\$64.29	\$1.77	7.1	0.20
BAN-5/6	All Days	\$76.45	\$2.40	\$6.39	10.13%	\$5.74	\$4.33	\$68.70	\$2.16	12.0	0.38
BAN-DAR	Weekday	\$91.20	\$6.49	\$12.56	3.30%	\$12.14	\$3.37	\$88.18	\$6.27	7.3	0.52
Service Provider Totals		\$74.44	\$2.20	\$9.27	10.13%	\$8.33	\$4.02	\$66.90	\$1.98	8.0	0.24

TABLE 3A – Individual Route Statistics

Fixed Route	Description	Area/Service Site
Route 1	Service from Beaumont to Cabazon via downtown Banning	Walmart Shopping Center, Albertsons, San Geronio Memorial Hospital, Downtown Banning, Banning Justice Center, Casino Morongo, Desert Hills Outlet, Cabazon Community Center and residential areas of Cabazon
Route 5/6	Residential areas of Southern and Northern Banning that will create a clockwise/counterclockwise community connection to key locations and transfer points. This will almost double frequency with the same number of revenue hours currently being operated by independent routes 5 and 6.	Mt San Jacinto College Pass Campus, Banning High School, Smith Correctional Facility, Banning Justice Center, Wilson Corridor and shopping areas and restaurants at Highland Springs, convenient connections to routes 1, Beaumont Transit and RTA.
Dial-A-Ride	Description	Area/Service Site
City-Wide	Demand response/reservation based service for seniors and disabled	All areas of Banning and limited areas in Beaumont

City of Banning
 FY 2017/18
 Summary of Funds Requested
 Short Range Transit Plan

Table 4 - Summary of Funds Requested for FY 2017/18

Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	Prop 1B (PTMISEA)	Prop 1B Security	Measure A	LCTOP	Fare Box*	Other (2)
FY 17/18 Operating Assistance		\$1,850,000	\$1,587,439					\$74,561	\$187,500	\$500
Subtotal: Operating		\$1,850,000	\$1,587,439	\$0	\$0	\$0	\$0	\$74,561	\$187,500	\$500
ITS Transit and Paratransit Scheduling System	18-01	\$60,000		\$60,000						
Heavy Duty Hydraulic Lift	18-02	\$50,000		\$50,000						
IVR ITS Module	18-03	\$15,362				\$15,362				
Subtotal: Capital		\$125,362	\$0	\$110,000	\$0	\$15,362	\$0	\$0	\$0	\$0
Total: Operating & Capital		\$1,975,362	\$1,587,439	\$110,000	\$0	\$15,362	\$0	\$74,561	\$187,500	\$500

Note: Other (2) is from Interest Income

Table 4A – Capital Project Justification

PROJECT NUMBER (If existing project in FTIP, indicate FTIP ID number)

SRTP Project No 18-01:

FTIP No:

PROJECT NAME: ITS Transit and Paratransit Scheduling System

PROJECT DESCRIPTION: (For Bus Purchase projects, indicate fuel type)

\$60,000 in 2017_18 is being requested to complete phase 1 of which will be a multi-phase Intelligent Transportation Scheduling System project. This will include an automated fixed route scheduling application, GPS/GIS (Tablets or MDTs), computer assisted dispatch, the necessary hardware for initial implementation (computers, MDTs, tablets, etc.), Interactive Voice Response (i.e. automate much of the reservations/dispatch to passenger communication and make the system more secure), automated fare collection, automated passenger counts, automated applications passengers can use to identify where the bus is, and other modules to be phased in as funding permits and the “ITS System” adapts and grows to maintain state of the industry standards and state of good repair. This \$60,000 project will be merged with previous STA SRTP cycles to create an initial project budget of \$213,467.37 that will allow for a consolidated ITS procurement to be phased in from an implementation stand-point based on the selected Proposer(s) project critical path. To summarize, \$153,467.37 in previous SRTP allocations would be combined with this request for \$60,000 in FY 2017_18 funding.

PROJECT JUSTIFICATION:

This project will have a positive impact on service quality, efficiency, data management, reporting, budgeting, customer service and almost every aspect of the Banning Pass Transit/Paratransit System. ITS and Automated Fare Collection systems have made tremendous strides in terms of functionality, integration and scalability. Banning will benefit from the industry having vendors that respond to all relevant RFPs, those that focus on bigger transit systems, and others whose business model is specifically designed for smaller systems such as Banning. Banning Pass Transit has the benefit of going “from nothing” to an ITS system that will be a perennial SRTP project request. The scalability factor will allow Banning to implement what is affordable and prudent to do any given fiscal year, while constantly benefiting from state of the industry enhancements. The specifications for the this ITS system will require that the successful proposer(s) “solution(s)” are open interface and can be integrated with other systems as determined necessary (e.g. external client technology such as Beaumont, RTA, or Sunline OR internal clients such as Finance, Payroll, Maintenance, Police or Public Works). Furthermore, the

City of Banning will oversee the installation and maintenance of these systems with the FTA Transit Asset Management Business Model in mind. This will ensure meeting expectations as the City of Banning may choose to look at Federal funding options in the future, such as 5310.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: July and August 2017 (RFP on Street September – December 2017)

Order: Award and Notice to Proceed January 2018

Delivery and Installation: Phased Implementation March – June 2018

PROJECT FUNDING SOURCES (REQUESTED):

STA Funds \$60,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

<i>FTA Grant #</i>	<i>FTIP ID #</i>	<i>RCTC/SRTP Project #</i>	<i>Description</i>	<i>Unexpended balance (as of 6/30/17)</i>
		09-01	Schedule Holders (Reclassified for ITS Module Implementation)	5,000.00
		09-02	GPS System DAR	25,000.00
		09-03	Paratransit Scheduling Software	25,000.00
		09-04	Computer Equipment	53,246.55
		09-05	Security Cameras on Buses	44,254.56

		09-06	Automated Enunciator & Display Equipment	966.26
TOTAL				153,467.37

Table 4A – Capital Project Justification

PROJECT NUMBER (If existing project in FTIP, indicate FTIP ID number)

SRTP Project No 18-02:

FTIP No:

PROJECT NAME: Heavy Duty Hydraulic Lift

PROJECT DESCRIPTION: (For Bus Purchase projects, indicate fuel type)

This request for \$50,000 will be combined with last year's authorization of \$50,000, which included \$44,591 in STA and \$5,409 in residual PTMISEA Prop 1B funding to contribute toward the acquisition and installation of a Heavy Duty Hydraulic Lift for the Fleet Maintenance Facility.

PROJECT JUSTIFICATION:

This project will enhance the capacity of the Fleet Maintenance Division and enable significantly more onsite repairs.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: September 2017

Order: December 2017

Delivery and Installation: February 2018

PROJECT FUNDING SOURCES (REQUESTED):

STA Funds \$50,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

<i>FTA Grant #</i>	<i>FTIP ID #</i>	<i>RCTC/SRTP Project #</i>	<i>Description</i>	<i>Unexpended balance (as of 6/30/17)</i>

		17-01	Heavy Duty Hydraulic Lift (STA Funds)	44,591
		17-01	Heavy Duty Hydraulic Lift (PTMISEA Prop 1 B Funding)	5,409
TOTAL				50,000

Table 4A – Capital Project Justification**PROJECT NUMBER** (If existing project in FTIP, indicate FTIP ID number)

SRTP Project No: 18-03

FTIP No:

PROJECT NAME: ITS Interactive Voice Response Module**PROJECT DESCRIPTION:** (For Bus Purchase projects, indicate fuel type)

This Prop 1B Security Project in the amount of \$15,362 will fund an ITS module that will enable automated communication between dispatch and vehicles. Furthermore, it will automate much of the communication between passengers and staff. From a security standpoint, this will allow for alerts, silent communication in the presence of a security threat and increased safety. An obvious residual benefit is that it will significantly increase customer service while reducing unnecessary staff time performing tasks that can be automated.

PROJECT JUSTIFICATION:

This project will enhance the safety and security of Banning Pass Transit. Furthermore, it goes directly to the goals identified in the FTA's State of Good Repair and Safety Management System policies. The City of Banning will oversee the installation and maintenance of these systems with the Transit Asset Management Business Model in mind. Any opportunities to integrate IVR technology with the already funded vehicle security camera project will be examined and implemented if feasible and warranted.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: July and August 2017 (RFP on Street September – December 2017)

Order: Award and Notice to Proceed January 2018

Delivery and Installation: Phased Implementation March – June 2018

PROJECT FUNDING SOURCES (REQUESTED):

Prop 1B Security in the amount of \$15,362

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

<i>FTA Grant #</i>	<i>FTIP ID #</i>	<i>RCTC/SRTP Project #</i>	<i>Description</i>	<i>Unexpended balance (as of 6/30/17)</i>
		09-01	Schedule Holders (Reclassified for ITS Module Implementation)	5,000.00
		09-02	GPS System DAR	25,000.00
		09-03	Paratransit Scheduling Software	25,000.00
		09-04	Computer Equipment	53,246.55
		09-05	Security Cameras on Buses	44,254.56
		09-06	Automated Enunciator & Display Equipment	966.26
TOTAL				153,467.37

City of Banning
 FY 2018/19
 Summary of Funds Requested
 Short Range Transit Plan

Table 5.1 - Summary of Funds Requested for FY 2018/19

Project Description	Capital Project Number (1)	Total Amount of Funds*	LTF	STA	Prop 1B (PTMISEA)	Prop 1B Security	Measure A	LCTOP	Fare Box*	Other (2)
FY 18/19 Operating Assistance		\$1,874,093	\$1,667,593					\$12,000	\$194,000	\$500
Subtotal: Operating		\$1,874,093	\$1,667,593	\$0	\$0	\$0	\$0	\$12,000	\$194,000	\$500
ITS Phase 2 Passenger Real Time Info	19-01			\$50,000	Max Calder: Includes 5 years of Capitalized program oversight					
Automated External Defibrillators at Facilities	19-02			\$10,000						
ADA Paratransit Mini-Bus Replacement	19-03			\$75,000						
Subtotal: Capital		\$135,000	\$0	\$135,000	\$0	\$0	\$0	\$0	\$0	\$0
Total: Operating & Capital		\$2,009,093	\$1,667,593	\$135,000	\$0	\$0	\$0	\$12,000	\$194,000	\$500

Note: Other (2) is from Interest Income

Table 5.1 – Capital Project Justification

PROJECT NUMBER (If existing project in FTIP, indicate FTIP ID number)

S RTP Project No 19-01:

FTIP No:

PROJECT NAME: ITS Transit and Paratransit Real Time Passenger Information

PROJECT DESCRIPTION: (For Bus Purchase projects, indicate fuel type)

\$50,000 is being requested for the 2nd Phase of the Banning Pass Transit Intelligent Transportation Scheduling System (ITS), which is the “passenger amenity” section of the project.

This will include technology at every bus stop that will allow passengers to have access to bus arrival time. Furthermore, this will include electronic information displays at certain time points that will provide system wide real time information. These signs, including solar equipment, are about \$5,000 per unit including installation and set-up. The entire passenger amenity portion of the project will be implemented over 2 years and conclude during FY 2020, which includes a final \$50,000 in STA capital during that fiscal year.

PROJECT JUSTIFICATION:

Phase 2 (FY 19) and Phase 3 (FY 20) will conclude the Banning Pass Transit ITS project. These phases include important real time passenger information systems. ITS and Passenger Information Systems have made tremendous strides in terms of functionality, integration and scalability. Banning will benefit from the industry having vendors that respond to all relevant RFPs, those that focus on bigger transit systems, and others whose business model is specifically designed for smaller systems such as Banning. Banning Pass Transit has the benefit of going “from nothing” to an ITS system that will be a perennial SRTP project request. The scalability factor will allow Banning to implement what is affordable and prudent to do any given fiscal year, while constantly benefiting from state of the industry enhancements. The specifications for the this ITS system will require that the successful proposer(s) “solution(s)” are open interface and can be integrated with other systems as determined necessary (e.g. external client technology such as Beaumont, RTA, or Sunline OR internal clients such as Finance, Payroll, Maintenance, Police or Public Works). Furthermore, the City of Banning will oversee the installation and maintenance of these systems with the FTA Transit Asset Management Business Model in mind. This will ensure meeting expectations as the City of Banning may choose to look at Federal funding options in the future, such as 5310.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: July and August 2017 (RFP on Street September – December 2017)

Order: Award and Notice to Proceed January 2018

Delivery and Installation: Subsequent to Phase One (July 2018 – June 2019)

PROJECT FUNDING SOURCES (REQUESTED):

STA Funds \$50,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

<i>FTA Grant #</i>	<i>FTIP ID #</i>	<i>RCTC/SRTP Project #</i>	<i>Description</i>	<i>Unexpended balance (as of 6/30/17)</i>
		09-01	Schedule Holders (Reclassified for ITS Module Implementation)	5,000.00
		09-02	GPS System DAR	25,000.00
		09-03	Paratransit Scheduling Software	25,000.00
		09-04	Computer Equipment	53,246.55
		09-05	Security Cameras on Buses	44,254.56
		09-06	Automated Enunciator & Display Equipment	966.26
		18-01	ITS System	60,000
		18-03	IVR System	15,362
TOTAL				238,829.37

Table 5.1 – Capital Project Justification

PROJECT NUMBER (If existing project in FTIP, indicate FTIP ID number)

SRTP Project No 19-02:

FTIP No:

PROJECT NAME: Automated External Defibrillator (AED)

PROJECT DESCRIPTION: (For Bus Purchase projects, indicate fuel type)

\$10,000 is being requested to install Automated External Defibrillator (AEDs) at all transit related facilities. This will include capitalizing five years of AED Program Management and Monitoring. Program Management is required of municipal AED Programs.

PROJECT JUSTIFICATION:

Our passengers include the most vulnerable populations and markets. Individuals obtain fare media and other transit materials at our community center every day. Meanwhile, at our Maintenance Facility, Banning staff are obviously around materials and engaged in physical activity that is relatively risky. Furthermore, anyone can have something happen that renders them unresponsive at any time and in need of help. Standard CPR has only a 12-16% success rate for individuals in these emergency situations. Meanwhile, AEDs have a 90% success rate if administered in the first 4 minutes after someone becomes unresponsive. Having AEDs and individuals trained to use them is the responsible thing to do for any government agency or transit system.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: Issue Purchase Order July 2018

Order: September 2018

Delivery: Implementation, Training, and Installation December 2018

PROJECT FUNDING SOURCES (REQUESTED):

STA Funds \$10,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

<i>FTA Grant #</i>	<i>FTIP ID #</i>	<i>RCTC/SRTP Project #</i>	<i>Description</i>	<i>Unexpended balance (as of 6/30/17)</i>
TOTAL				

Table 5.1 – Capital Project Justification

PROJECT NUMBER (If existing project in FTIP, indicate FTIP ID number)

SRTP Project No 19-03:

FTIP No:

PROJECT NAME: Mini-Bus Replacement

PROJECT DESCRIPTION: (For Bus Purchase projects, indicate fuel type)

\$75,000 is being requested to replace an accessible ADA Paratransit Mini-Bus. This will be a CNG vehicle with a 5 Year/150,000 mile useful life.

PROJECT JUSTIFICATION:

Banning Pass Transit has the goal of maintaining a State of Good Repair with the Transit Asset Management (TAM) Business Model in mind. Banning needs \$75,000 to replace a 2010 Ford E-450.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: Issue Purchase Order July 2018

Order: September 2018

Delivery: June 2019

PROJECT FUNDING SOURCES (REQUESTED):

STA Funds \$75,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

<i>FTA Grant #</i>	<i>FTIP ID #</i>	<i>RCTC/SRTP Project #</i>	<i>Description</i>	<i>Unexpended balance (as of 6/30/17)</i>
TOTAL				

City of Banning
 FY 2019/20
 Summary of Funds Requested
 Short Range Transit Plan

Table 5.2 - Summary of Funds Requested for FY 2019/20

Project Description	Capital Project Number (1)	Total Amount of Funds*	LTF	STA	Prop 1B (PTM/SEA)	Prop 1B Security	Measure A	LCTOP	Fare Box*	Other (2)
FY 19/20 Operating Assistance		\$1,939,686	\$1,728,336					\$12,000	\$198,850	\$500
Subtotal: Operating		\$1,939,686	\$1,728,336	\$0	\$0	\$0	\$0	\$12,000	\$198,850	\$500
ITS Phase 3 Passenger Real Time Info	20-01			\$50,000						
ADA Paratransit Mini-Bus Replacement	20-02			\$75,000						
Subtotal: Capital		\$125,000	\$0	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0
Total: Operating & Capital		\$2,064,686	\$1,728,336	\$125,000	\$0	\$0	\$0	\$12,000	\$198,850	\$500

Note: Other (2) is from Interest Income

Table 5.2 – Capital Project Justification

PROJECT NUMBER (If existing project in FTIP, indicate FTIP ID number)

SRTP Project No 20-01:

FTIP No:

PROJECT NAME: ITS Transit and Paratransit Real Time Passenger Information

PROJECT DESCRIPTION: (For Bus Purchase projects, indicate fuel type)

\$50,000 is being requested for the 3rd Phase of the Banning Pass Transit Intelligent Transportation Scheduling System (ITS), which is the “passenger amenity” section of the project. This will include technology at every bus stop that will allow passengers to have access to bus arrival time. Furthermore, this will include electronic information displays at certain time points that will provide system wide real time information. These signs, including solar equipment, are

about \$5,000 per unit including installation and set-up. The entire passenger amenity portion of the project will be implemented over 2 years and conclude during FY 2020, which includes a final \$50,000 in STA capital during that fiscal year.

PROJECT JUSTIFICATION:

Phase 2 (FY 19) and Phase 3 (FY 20) will conclude the Banning Pass Transit ITS project. These phases include important real time passenger information systems. ITS and Passenger Information Systems have made tremendous strides in terms of functionality, integration and scalability. Banning will benefit from the industry having vendors that respond to all relevant RFPs, those that focus on bigger transit systems, and others whose business model is specifically designed for smaller systems such as Banning. Banning Pass Transit has the benefit of going “from nothing” to an ITS system that will be a perennial SRTP project request. The scalability factor will allow Banning to implement what is affordable and prudent to do any given fiscal year, while constantly benefiting from state of the industry enhancements. The specifications for the this ITS system will require that the successful proposer(s) “solution(s)” are open interface and can be integrated with other systems as determined necessary (e.g. external client technology such as Beaumont, RTA, or Sunline OR internal clients such as Finance, Payroll, Maintenance, Police or Public Works). Furthermore, the City of Banning will oversee the installation and maintenance of these systems with the FTA Transit Asset Management Business Model in mind. This will ensure meeting expectations as the City of Banning may choose to look at Federal funding options in the future, such as 5310.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: July and August 2017 (RFP on Street September – December 2017)

Order: Award and Notice to Proceed January 2018

Delivery and Installation: Subsequent to Phase One and Two (July 2019 – June 2020)

PROJECT FUNDING SOURCES (REQUESTED):

STA Funds \$50,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

<i>FTA Grant #</i>	<i>FTIP ID #</i>	<i>RCTC/SRTP Project #</i>	<i>Description</i>	<i>Unexpended balance (as of 6/30/17)</i>
		09-01	Schedule Holders (Reclassified for ITS Module Implementation)	5,000.00
		09-02	GPS System DAR	25,000.00
		09-03	Paratransit Scheduling Software	25,000.00
		09-04	Computer Equipment	53,246.55
		09-05	Security Cameras on Buses	44,254.56
		09-06	Automated Enunciator & Display Equipment	966.26
		18-01	ITS System	60,000
		18-03	IVR System	15,362
		19-01	Passenger Amenities Real time info	50,000
TOTAL				278,829.37

Table 5.2 – Capital Project Justification**PROJECT NUMBER** (If existing project in FTIP, indicate FTIP ID number)

SRTP Project No 20-02:

FTIP No:

PROJECT NAME: Mini-Bus Replacement**PROJECT DESCRIPTION:** (For Bus Purchase projects, indicate fuel type)

\$75,000 is being requested to replace an accessible ADA Paratransit Mini-Bus. This will be a CNG vehicle with a 5 Year/150,000 mile useful life.

PROJECT JUSTIFICATION:

Banning Pass Transit has the goal of maintaining a State of Good Repair with the Transit Asset Management (TAM) Business Model in mind. Banning needs \$75,000 to replace a 2010 Ford E-450.

PROJECT SCHEDULE (if existing project in FTIP, indicate original start date and new completion date):

Specs drawn: Issue Purchase Order July 2019

Order: September 2019

Delivery: June 2020

PROJECT FUNDING SOURCES (REQUESTED):

STA Funds \$75,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED (INCLUDE FTA GRANT #, FTIP ID # AND RCTC'S SRTP CAPITAL GRANT #)

<i>FTA Grant #</i>	<i>FTIP ID #</i>	<i>RCTC/SRTP Project #</i>	<i>Description</i>	<i>Unexpended balance (as of 6/30/17)</i>
TOTAL				

TABLE 6 – PROGRESS TO IMPLEMENT TRIENNIAL PERFORMANCE AUDIT

Audit Recommendations (Covering FY 2009/10 – FY 2011/12)	Action(s) Taken And Results
1. Consider purchasing dispatching and scheduling software program	City has designated the Community Services Manager to research, design, and prepare an RFP Solicitation for a comprehensive ITS Solution including CAD, AVL, IVR and Mobile Ticketing.
2. Provide cross-training opportunities for City Transit Administrative Staff	The Transit Department has been reorganized to allow for cross training of the dispatch and operations. In addition, the Community Service Manager position has been filled and will allow for succession planning at the management level.
3. Update Local Bus Schedules to show connectivity with Other Transit Services	New Bus Schedules have been designed and show connecting bus services and transfer points to and from Banning Transit with other transit providers.
4. Provide Weblink from Banning Transit to Beaumont Transit	A Weblink to Beaumont Transit is now available on Banning Transit's website.



Table 7 -- Service Provider Performance Targets Report
 FY 2016/17 Short Range Transit Plan Review
 City of Banning

Data Elements	FY 2016/17 Plan	FY 2016/17 Target	FY 2016/17 Year to Date Through 4th Quarter	Year to Date Performance Scorecard
Unlinked Passenger Trips	186,209			
Passenger Miles	664,716			
Total Actual Vehicle Revenue Hours	21,512.0			
Total Actual Vehicle Revenue Miles	322,817.0			
Total Actual Vehicle Miles	364,775.0			
Total Operating Expenses	\$1,682,001			
Total Passenger Fare Revenue	\$194,900			
Net Operating Expenses	\$1,487,101			
Performance Indicators				
Mandatory:				
1. Farebox Recovery Ratio	11.58%	>= 10.00%	12.27%	Meets Target
Discretionary:				
1. Operating Cost Per Revenue Hour	\$78.19	<= \$53.02	\$53.37	Fails to Meet Target
2. Subsidy Per Passenger	\$7.99	>= \$5.82 and <= \$7.88	\$7.22	Meets Target
3. Subsidy Per Passenger Mile	\$2.24	>= \$2.27 and <= \$3.07	\$2.81	Meets Target
4. Subsidy Per Hour	\$69.13	>= \$38.05 and <= \$51.49	\$46.82	Meets Target
5. Subsidy Per Mile	\$4.61	>= \$1.02 and <= \$1.38	\$1.24	Meets Target
6. Passengers Per Revenue Hour	6.70	>= 5.53 and <= 7.48	6.50	Meets Target
7. Passengers Per Revenue Mile	0.58	>= 0.15 and <= 0.21	0.17	Meets Target



FY 2017/18 - Table 8 -- SRTP Performance Report
 Program: Banning-BUS
 All Routes

Performance Indicators	FY 2015/16 End of Year Actual	FY 2016/17 4th Quarter Year-to-Date	FY 2017/18 Plan	FY 2017/18 Target	Plan Performance Scorecard (a)
Passengers	127,524	101,401	186,000	None	
Passenger Miles	316,260	251,474	364,959	None	
Revenue Hours	19,192.3	15,797.3	22,988.0	None	
Total Hours	19,421.7	15,977.8	23,250.0	None	
Revenue Miles	738,641.3	621,913.5	813,016.0	None	
Total Miles	745,524.5	627,328.5	820,502.0	None	
Operating Costs	\$1,019,464	\$826,544	\$1,680,000	None	
Passenger Revenue	\$127,666	\$92,345	\$181,875	None	
Operating Subsidy	\$891,798	\$734,199	\$1,498,125	None	
Operating Costs Per Revenue Hour	\$53.12	\$52.32	\$73.08	None	
Operating Cost Per Revenue Mile	\$1.38	\$1.33	\$2.07	None	
Operating Costs Per Passenger	\$7.99	\$8.15	\$9.03	None	
Farebox Recovery Ratio	12.52%	11.17%	10.82%	None	
Subsidy Per Passenger	\$6.99	\$7.24	\$8.05	None	
Subsidy Per Passenger Mile	\$2.82	\$2.92	\$4.10	None	
Subsidy Per Revenue Hour	\$46.47	\$46.48	\$65.17	None	
Subsidy Per Revenue Mile	\$1.21	\$1.18	\$1.84	None	
Passengers Per Revenue Hour	6.60	6.40	8.10	None	
Passengers Per Revenue Mile	0.17	0.16	0.23	None	

a) The Plan Performance Scorecard column is the result of comparing the FY 2017/18 Plan to the FY 2017/18 Primary Target.



FY 2017/18 - Table 8 -- SRTP Performance Report
Program: Banning-DAR
All Routes

Performance Indicators	FY 2015/16 End of Year Actual	FY 2016/17 4th Quarter Year-to-Date	FY 2017/18 Plan	FY 2017/18 Target	Plan Performance Scorecard (a)
Passengers	10,070	9,089	13,540	None	
Passenger Miles	36,252	32,720	48,744	None	
Revenue Hours	1,366.7	1,247.1	1,864.0	None	
Total Hours	2,655.9	2,379.5	3,599.0	None	
Revenue Miles	28,902.0	23,812.0	26,197.0	None	
Total Miles	31,173.0	25,472.0	28,041.0	None	
Operating Costs	\$132,507	\$83,045	\$170,000	None	
Passenger Revenue	\$22,693	\$19,262	\$5,625	None	
Operating Subsidy	\$109,813	\$63,783	\$164,375	None	
Operating Costs Per Revenue Hour	\$96.96	\$66.59	\$91.20	None	
Operating Cost Per Revenue Mile	\$4.58	\$3.49	\$6.49	None	
Operating Costs Per Passenger	\$13.16	\$9.14	\$12.56	None	
Farebox Recovery Ratio	17.13%	23.19%	3.30%	None	
Subsidy Per Passenger	\$10.91	\$7.02	\$12.14	None	
Subsidy Per Passenger Mile	\$3.03	\$1.95	\$3.37	None	
Subsidy Per Revenue Hour	\$80.35	\$51.14	\$88.18	None	
Subsidy Per Revenue Mile	\$3.80	\$2.68	\$6.27	None	
Passengers Per Revenue Hour	7.40	7.30	7.30	None	
Passengers Per Revenue Mile	0.35	0.38	0.52	None	

a) The Plan Performance Scorecard column is the result of comparing the FY 2017/18 Plan to the FY 2017/18 Primary Target.



FY 2017/18 - Table 8 -- SRTP Performance Report
Service Provider: City of Banning
All Routes

Performance Indicators	FY 2015/16 End of Year Actual	FY 2016/17 4th Quarter Year-to-Date	FY 2017/18 Plan	FY 2017/18 Target	Plan Performance Scorecard (a)
Passengers	137,594	110,490	199,540	None	
Passenger Miles	352,512	284,195	413,703	None	
Revenue Hours	20,558.9	17,044.4	24,852.0	None	
Total Hours	22,077.7	18,357.3	26,849.0	None	
Revenue Miles	767,543.3	645,725.5	839,213.0	None	
Total Miles	776,697.5	652,800.5	848,543.0	None	
Operating Costs	\$1,151,971	\$909,589	\$1,850,000	None	
Passenger Revenue	\$150,360	\$111,606	\$187,500	None	
Operating Subsidy	\$1,001,611	\$797,982	\$1,662,500	None	
Operating Costs Per Revenue Hour	\$56.03	\$53.37	\$74.44	<= \$57.09	Fails to Meet Target
Operating Cost Per Revenue Mile	\$1.50	\$1.41	\$2.20	None	
Operating Costs Per Passenger	\$8.37	\$8.23	\$9.27	None	
Farebox Recovery Ratio	13.05%	12.27%	10.13%	>= 10.0%	Meets Target
Subsidy Per Passenger	\$7.28	\$7.22	\$8.33	>= \$6.49 and <= \$6.79	Meets Target
Subsidy Per Passenger Mile	\$2.84	\$2.81	\$4.02	>= \$2.52 and <= \$3.42	Fails to Meet Target
Subsidy Per Revenue Hour	\$48.72	\$46.82	\$66.90	>= \$42.01 and <= \$56.83	Fails to Meet Target
Subsidy Per Revenue Mile	\$1.31	\$1.24	\$1.98	>= \$1.11 and <= \$1.50	Fails to Meet Target
Passengers Per Revenue Hour	6.70	6.50	8.00	>= 5.53 and <= 7.48	Better Than Target
Passengers Per Revenue Mile	0.18	0.17	0.24	>= 0.14 and <= 0.20	Better Than Target

a) The Plan Performance Scorecard column is the result of comparing the FY 2017/18 Plan to the FY 2017/18 Primary Target.

The City of Banning

HIGHLIGHTS OF 2017/18

SHORT RANGE TRANSIT PLAN

- Sustain and enhance service levels in Cabazon with Low Carbon Transit Operations Program Funding.
- Procure and standardize a Security Camera System for both Dial-A-Ride and Fixed Route.
- Procure and implement use of a software system for scheduling and dispatching both fixed route and Dial-a-Ride. This system will include Computer Assisted Dispatching (CAD), Automated Vehicle Location (AVL), Interactive Voice Response (IVR), an accessible visual and audio enunciator system and other features.
- Purchase and install passenger information signs at key stops to inform individuals regarding next bus information.
- Continue working with the City of Beaumont staff regarding the coordination of routes, schedules, passenger amenities, and fares to ensure that Pass Transit is seamless and offers an ease of use to Pass Area residents, while still maintaining the best service possible within our service area
- Evaluate strategies to increase revenue and service productivity.

Table 9A

BANNING TRANSIT SYSTEM/PASS TRANSIT	FY 2013/14 Audited	FY 2014/15 Audited	FY 2015/16 Audited	FY 2016/17 Estimate <small>(Based on 3rd Quarter Actuals)</small>	FY 2017/18 Planned
System-wide Ridership	156,052	144,978	137,594	132,748	199,540
Operating Cost Per Revenue Hours	\$92.31	\$77.75	\$56.03	\$56.14	\$78.19

Table 9B - Fare Revenue Calculation (consistent with Commission Farebox Recovery Policy)			
Revenue Sources included in Fare box Calculation	Actual Amount from FY 2015/16 Audit	FY 16/17 (Estimate)	FY 17/18 (Plan)
1. Passenger Fares	153,212	138,120	187,500
2. Interest		500	500
3. General Fund Supplement			
4. Measure A			
5. Advertising Revenue			
6. Gain on Sale of Capital Assets			
7. CNG Revenue			
8. Lease/ Other Revenue			
9. Federal Excise Tax Refund	20,976	0	0
10. Investment Income			
11. CalPers CERBT			
12. Fare Revenues from Exempt Routes			
13. Other Revenues			
TOTAL REVENUE for Farebox Calculation (1-13)	173,976	138,620	188,000
TOTAL OPERATING EXPENSES for Farebox Calculation	1,543,847	1,152,833	1,850,000
FAREBOX RECOVERY RATIO	11.27%	12.02%	10.13%

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Phil Holder, Captain

MEETING DATE: July 11, 2017

SUBJECT: Contract with Banning Unified School District for Assignment of a School Resource Officer (SRO) at Banning High School and Nicolet Middle School for Fiscal Year (FY) 2017-18

RECOMMENDED ACTION:

Consider authorizing the Interim City Manager to sign the contract between the Banning Unified School District and the City of Banning, which will provide a School Resource Officer (SRO) at Banning High School and Nicolet Middle School during the 2017-18 school year.

JUSTIFICATION:

Duties of the SRO include, but are not limited to, assisting in the development and implementation of school security programs, helping school staff with student counseling, assist with supervision during school activities, enforce criminal laws through investigations, and work with the Riverside County Probation Department, Youth Accountability Team (Y.A.T.), and social services in investigations where students are involved. The SRO will share his/her time between Banning High School and Nicolet Middle School, per the school district's request.

BACKGROUND:

For the past 16 years, the Banning Unified School District has paid 70% of a police officer's salary for the services of a School Resource Officer. Mr. Robert Guillen, the Banning Unified School District Superintendent, indicated the BUSD Board of Education is set to approve the funding this June for the coming school year's SRO

program. The contract requires the Banning Unified School District to pay \$108,759 during fiscal year 2017-18 to cover 70% of the SRO's annual cost.

FISCAL IMPACT:

The remaining 30% of the officer's salary is already accounted for in the City's budget during the next fiscal year. Subsequently, there are no additional costs to the City for providing the SRO to the Banning Unified School District. The Finance Department is authorized to make the necessary budget adjustments related to this contract.

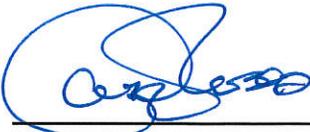
ALTERNATIVES:

1. Do not authorize Interim City Manager to sign contract. If rejected, provide guidance on how to address the School Resource Officer Program with the Banning Unified School District.

ATTACHMENTS:

1. 2017-2018 SRO Contract with BUSD

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

BANNING UNIFIED SCHOOL DISTRICT
161 West Williams Street
Banning, CA 92220

SCHOOL RESOURCE OFFICER
Banning High School & Nicolet Middle School

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this day of July, 2017 by and between the CITY OF BANNING, a municipal corporation (herein referred to as "CONTRACTOR "), and the BANNING UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, (herein referred to as "DISTRICT").

WHEREAS, DISTRICT desires to contract with the City of Banning for the services of 70% of a police officer for the purpose of providing a School Resource Officer as required by DISTRICT; and,

WHEREAS, Contractor has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CONTRACTOR and the DISTRICT (jointly referred to hereinafter as the "Parties") agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide all services as outlined and specified in Exhibit A, consisting of two (2) pages, attached hereto and by this reference incorporated herein.

2. PERIOD OF PERFORMANCE:

2.1 It is mutually agreed and understood that the obligation of the DISTRICT is limited by and contingent upon the availability of 2017-2018 and fiscal year funds for the reimbursement of CONTRACTOR'S expenditures hereunder. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing. This agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of his costs in accordance with Paragraph 3 herein.

2.2 This agreement shall be effective as of July 1, 2017 and shall continue in effect through June 30, 2018, unless earlier terminated as specified in Paragraph 6.

3. COMPENSATION:

3.1 The DISTRICT shall pay the CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto.

3.2 The DISTRICT shall pay, to CONTRACTOR, the base sum of one hundred eight thousand seven hundred fifty-nine dollars (\$108,759) during FY 2017-18 for the provision of one School Resource Officer during regular school hours during the period that schools are routinely in session according to the School

Calendar attached hereto as Exhibit B and by this reference made a part hereof. Compensation for a School Resource officer to provide services at special events, at after school and weekend athletic events, or at other non-routine times shall not be charged to the DISTRICT. Compensation for the School Resource officer's overtime, which is a direct result of incidents that occur during his regularly scheduled hours shall not be charged to the DISTRICT.

School hours are 7:40 AM – 2:42 PM. Days of service shall be set forth in the school district calendar, from August 2017 through June 2018. In August of 2017, specific dates will be determined, to serve as prep time for the SRO to review security measures on school sites, meet with school administrators and teachers, and plan for other school related SRO business.

- 3.3 The total amount of compensation paid to the CONTRACTOR under this Agreement shall not exceed the sum of one hundred eight thousand seven hundred fifty-nine dollars (\$108,759) for FY 2017-18 unless both parties prior to the performance of additional services execute a written amendment to this agreement.
- 3.4 Compensation for overtime payments shall be paid in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

4. HOLD HARMLESS-INDEPENDENT CONTRACTOR:

- 4.1 It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S employee provided hereunder shall not be entitled to any benefits payable to employees of DISTRICT including DISTRICT Workers' Compensation Benefits. DISTRICT is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists between CONTRACTOR'S employee and DISTRICT by reason of this agreement.

CONTRACTOR agrees to indemnify DISTRICT for any and all Federal/State withholding or State retirement payments, which DISTRICT may be, required to make by Federal or State government if for any reason CONTRACTOR is determined not to be an independent contractor to DISTRICT in carrying out the terms of this agreement. Such indemnification shall be paid in full to DISTRICT upon sixty (60) days written notice to CONTRACTOR of a Federal and/or state determination that such payment is required.

- 4.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of his obligation hereunder is responsible to DISTRICT merely as to the result to be accomplished by the services to be performed and

is not subject to the control of the DISTRICT as to the means and methods for accomplishing the results.

5. INSURANCE-INDEMNIFICATION:

- 5.1 CONTRACTOR agrees to defend, indemnify, protect and hold harmless, the DISTRICT, each member of its Board, agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CONTRACTOR'S employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of CONTRACTOR and its agents, officers or employees in performing the work or services hereunder; for all expenses of investigating and defending against same; provided however, that the CONTRACTOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or misconduct of the DISTRICT, its Board, agents, officers or employees; and provided that to the extent the DISTRICT is determined to have been negligent or at fault, the DISTRICT agrees to bear its own portion or percentage of liability and to indemnify and hold harmless CONTRACTOR from that share.
- 5.2 Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the performance of this Agreement, insurance policies or equivalent evidence of coverage common that is common to municipalities, evidencing coverage during the entire term of the Agreement as follows:
- a) General liability insurance, in the amount of not less than \$1,000,000 per occurrence and aggregate, when CONTRACTOR performs any professional services.
 - b) Workers' Compensation insurance in accordance with statutory requirements.
 - c) If motor vehicles are used pursuant to this Agreement, not less than \$300,000 combined single limit for damage to property and injury to persons.

Certificate(s) satisfactory to the DISTRICT'S Assistant Superintendent of Business evidencing the maintenance of such evidence of coverage shall be filed with the DISTRICT'S Superintendent, prior to providing any services pursuant to this Agreement. DISTRICT shall be given notice, in writing, at least thirty (30) days in advance of cancellation, modification or reduction in coverage. All insurance shall be with a company or companies or joint powers authority admitted by the Department of Insurance for the State of California, or authorized as otherwise required by law, to transact insurance business in California.

6. TERMINATION:

- 6.1 Either party may terminate this agreement without cause by giving thirty (30) days written notice of intention to terminate. Either party may terminate this Agreement for cause by giving five (5) days written notice of intention to terminate.

6.2 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon CONTRACTOR'S bankruptcy, death or disability, or in the event of fraud, dishonesty, or a willful or material breach of this agreement by CONTRACTOR, or at DISTRICTS election, in the event of CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this agreement, it being the intent that CONTRACTOR shall be paid as specified herein only during such period that CONTRACTOR shall, in fact, be performing the duties hereunder.

7. CONFLICT OF INTEREST:

CONTRACTOR promises, covenants, and warrants that the performance of its services and representations to DISTRICT under this Agreement do not result in a "conflict of interest" as that term is used in the Conflict of Interest Code of the Banning Unified School DISTRICT (the "Code") for any of its officers, agents or elected officials. CONTRACTOR represents that it has read and is familiar, with the Conflict of Interest Code of the Banning Unified School DISTRICT as well as California Government Code sections 1090 et. Seq, and 87000 et seq. CONTRACTOR understands that "Consultants" are included in the list of designated employees in the Code and shall disclose, pursuant to the broadest disclosure category in that Code, subject to the limitations set forth in the Code. CONTRACTOR promises, covenants, and warrants that the performance of its services under this agreement shall not result in or cause a violation of the Code or Government Code Section 1090 et seq. and 87000 et. Seq.

8. ADMINISTRATION:

The Superintendent (or designee) shall administer this Agreement on behalf of DISTRICT. The Chief of Police shall administer this Agreement on behalf of the CONTRACTOR.

9. ASSIGNMENT:

CONTRACTOR shall not assign this Agreement, either in whole or in part, without prior written consent of DISTRICT. Any assignment or purported assignment of this agreement by CONTRACTOR without the prior written consent of DISTRICT will be deemed void and of no force or effect.

10. NONDISCRIMINATION:

CONTRACTOR shall not discriminate in his/her recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and Federal Civil Rights Act of 1962 (P. L. 88-352).

11. ALTERATION:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. ELIGIBILITY:

Services and benefits shall be provided by CONTRACTOR to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

13. LICENSE AND CERTIFICATION:

CONTRACTOR verifies upon execution of this agreement, possession of a current and valid license in compliance with any local State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

14. CONFIDENTIALITY:

CONTRACTOR shall observe its own, and all Federal, State and DISTRICT regulations concerning confidentiality of records.

15. WORK PRODUCT:

All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this agreement are the property of the CONTRACTOR. Such reports may include material that constitutes a criminal investigation or materials that are subject to regulation under the Public Safety Officers Procedural Bill of Rights (Cal. Gov. Code §§3300 et seq.), or other rules for the protection of police officer work product and the maintenance of confidentiality and shall be subject to all laws for the dissemination of such information applicable thereto. The DISTRICT shall not authorize others to use or reproduce such materials except upon the prior written agreement of the CONTRACTOR. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the Superintendent, or an authorized designee and the Chief of Police or an authorized designee.

16. JURISDICTION, VENUE - ATTORNEY'S FEES:

This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

17. WAIVER:

Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the DISTRICT to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping DISTRICT from enforcement hereof.

18. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void of unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

20. NOTICES:

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

DISTRICT:

Banning Unified School District
Business Services
161 W. Williams Street
Banning, CA 92220

CONTRACTOR:

City of Banning
Banning Police Department
321 W. Ramsey Street
Banning, CA 92220

Robert Guillen
Superintendent
Banning Unified School District

Alejandro Diaz
Interim City Manager
City of Banning

Date

Date

Tax I.D.# 95-6000674

IN WITNESS WHEREOF, the Parties hereto have caused their duly designated representatives to execute this agreement.

Exhibit A

Banning Police Department SCHOOL RESOURCE OFFICER (SRO) PROGRAM (Banning HS & Nicolet MS)

PURPOSE:

The purpose of the School Resource Officer Program is to formalize a cooperative effort between the schools and the City of Banning Police Department to increase safety and promote a positive environment where education can occur.

POLICY:

It is the desire of the Banning Police Department to assign a police officer to the Banning High School and Nicolet Middle School for the purpose of providing the following, but not limited to:

1. Provide a positive image of law enforcement and law enforcement officers for students.
2. Share educational resources for presentations dealing with law enforcement, health and safety, drug and alcohol education, as requested by school administration.
3. Assist school counselors and staff with troubled students, as requested.
4. Create an atmosphere of safety and security on campus.
5. Assist in coordinated effort to deal with problems involving the schools, parents, police, and other community agencies.

DUTIES OF THE SRO MAY INCLUDE, BUT ARE NOT LIMITED TO:

1. Assist in the development of security procedures that establish and maintain security and order on the school campuses.
2. Assist school counselors and staff with informal counseling to students as requested by the counselor and staff.
3. Assist with supervision of school activities as requested and as otherwise deemed appropriate by the officer in the exercise of his/her professional judgment.
4. Enforce criminal laws through investigation and arrest when necessary.
5. Investigate all complaints of criminal activity on campus and when appropriate criminal activity off campus involving students.

7. Assist law enforcement, probation, Youth Accountability Team (Y.A.T.), and social services in investigations where students are involved.
8. Assist school counselors and staff with informal guidance and informational materials as they relate to the Penal/Education Code.
9. Campus Supervision
 - a. Vehicle, foot and/or bike patrol before and after school, during student breaks, at lunchtime, and during special assemblies or rallies when available.
 - b. Work with and provide direction to school site security members to ensure security procedures at the campuses are maintained.
 - c. Make recommendations for improvement of school safety procedures and plans.
 - d. Work with Banning Unified School District Staff Members to address the habitual truancy issues amongst students in the district.
10. School Attendance Review Board (SARB)
 - a. The Banning Police Department will provide a department representative, separate from the SRO, to sit on the SARB.

QUALIFICATIONS OF SCHOOL RESOURCE OFFICER:

Meet minimum POST qualifications for the rank held by the officer assigned.