

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

November 14, 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 scheduled meeting of 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 – Ralph Bobik, Church of Jesus Christ of Latter-Day Saints
- Pledge of Allegiance
- Roll Call – Councilmembers Andrade, Franklin, Peterson, Welch, Mayor Moyer

II. REPORT ON CLOSED SESSION

III. PRESENTATIONS

1. Proclamation – Michelle Green 1

IV. PUBLIC COMMENTS / CORRESPONDENCE / ANNOUNCEMENTS & REPORTS

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.

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.

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

V. CONSENT ITEMS

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

Motion: Approve Consent items 1 through 10: Items ____, ____, ____, to be pulled for discussion. *(Resolutions require a recorded majority vote of the total membership of the City Council)*

1.	Approval of Minutes – Special Meeting – 10/17/17 (Open House)	3
2.	Approval of Minutes – Special Meeting – 10/24/17 (Joint Meeting)	19
3.	Approval of Minutes – Special Meeting – 10/24/17 (Closed Session)	117
4.	Approval of Minutes – Regular Meeting – 10/24/17 (Regular Meeting)	119
5.	Receive and File Update on Owner Participation Agreement by and between the Community Redevelopment Agency of the City of Banning and Ramsey Villa, LLC/Fred Lawson.....	145
6.	Receive and File Update on Owner Participation Agreement by and between the Community Redevelopment Agency of the City of Banning and The Haven Corporation, DBA Haven Coffeehouse and Art Gallery...	227
7.	Receive and File List of Contracts Approved Under City Manager's Signature Authority	301
8.	Adopt Resolution 2017-101 Approving Maximum Compensation and Benefits for City Executive Department Director and City Manager Employment Contracts	305
9.	Adopt Resolution 2017-80 Amending the City of Banning Classification and Compensation Plan	319
10.	Adopt Resolution 2017-100 Amending Confidential Employees Resolution.....	371

- Open Consent Items for Public Comments
- Make Motion

VI. REPORTS OF OFFICERS

1.	Information Related to Staff Attendance at Western Riverside Council Governments (WRCOG) Meetings	379
	<i>(Staff Report – Alex Diaz, Interim City Manager)</i>	
	Recommendation: Receive and File.	
2.	WRCOG HERO and Other Related Programs	409

3. Consider Approving Draft Language and Release of Request for Proposal (RFP) No. 17-098 – Regional Real Estate Brokerage Services to Sell/Develop Former Paseo San Gorgonio Site (+/- 5.47 Acres), Downtown Banning **417**
(*Staff Report – Ted Shove, Economic Development Manager*)
Recommendation: **Approve Draft Language and Release of RFP No. 17-098 – Regional Real Estate Brokerage Services to Sell/Develop Former Paseo San Gorgonio Site (+/- 5.47 Acres), Downtown Banning.**
4. Consider Adopting Resolution 2017-111 Authorizing Revenue Amendment from the General Fund to the Airport Enterprise Fund **445**
(*Staff Report – Ted Shove, Economic Development Manager*)
Recommendation: **Adopt Resolution 2017-111; 1) Authorizing Revenue Amendment from the General Fund to the Airport Enterprise Fund, and 2) Authorizing the Administrative Services Director to make necessary budget adjustments and transfers.**
5. Consider Adopting Resolution 2017-105 Approving the Receipt of an Additional One (1) Megawatt (MW) of Renewable Energy and Capacity from the Puente Hills Landfill Gas-to-Energy Facility and Updating Appendix B of the Power Sales Agreement to Reflect the Increased 1 MW Capacity Share **485**
(*Staff Report – Stephen Badgett, Interim Electric Utility Director*)
Recommendation: **Adopt Resolution 2017-105; 1) approving the receipt of an additional 1 MW of renewable energy and capacity from the Puente Hills Landfill Gas-to-Energy Facility, and 2) approving the updating of Appendix B of that certain Power Sales Agreement between the City and the Southern California Public Power Authority (SCPPA) with respect to the Facility to reflect this increased 1 MW capacity share for the City of Banning Electric Utility.**
6. Consider Adopting Resolution 2017-106, Approving the Second Amendment to the Agreement for Consultant Services Between the City of Banning and Leidos Engineering, LLC **493**
(*Staff Report – Stephen Badgett, Interim Electric Utility Director*)
Recommendation: **Adopt Resolution 2017-106; 1) approving the Second Amendment to the Contract Services Agreement between the City of Banning and Leidos Engineering, LLC, expanding certain tasks, eliminating other tasks, and overall reducing the contract sum to a not to exceed amount of \$705,000, and 2) extending the term of the agreement through March 2019.**

7. Consider Adopting Resolution 2017-109, Authorizing the Submittal of a Mobile Source Air Pollution Reduction Review Committee (MSRC) Clean Transportation Natural Gas Infrastructure Grant Application Including a Commitment to Allocate Matching Funds 595
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-109; 1) authorizing the submittal of a MSRC Clean Transportation Natural Gas Infrastructure grant application in the amount of \$225,000, including a commitment to allocate matching funds in the amount of \$225,000, and 2) authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Funding Agreement including executing all necessary grant documents required to receive the grant funds.**

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

1. Consider Resolution 2017-107 Approving a Twelve (12) Month Extension of Time for Tentative Parcel Map 34335 Located Generally South of Railroad Right of Way, North of Banning Airport, and East of Hathaway Street (APN's 432-110-006, 532-130-001, and 532-130-002 .. 603
(Staff Report – Patty Nevins, Community Development Director)

Recommendation: **Adopt Resolution 2017-107, approving a twelve Month Extension of Time for Tentative Parcel Map 34335.**

2. Consider Resolution 2017-112 Approving the 2017 Engineering and Traffic Survey 683
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-112, approving the 2017 Engineering and Traffic Survey**

3. Consider Ordinance 1516, Reestablishing Prima Facie Speed Limits Within Specified Speed Zones throughout the City of Banning and Amending Ordinance 1449 691
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Ordinance 1516 pass its first reading.**

Mayor asks the City Clerk to read the title of Ordinance 1516

“An Ordinance of the City of Banning, California, Reestablishing and Declaring Prima Facie Speed Limits Within Specified Speed Zones Throughout the City of Banning and Amending Ordinance 1449 ”

Motion: I move to waive further reading of Ordinance 1516
(Requires a majority vote of the Council)

Motion: I move that Ordinance No. 1516 pass its first reading.

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

BANNING UTILITY AUTHORITY

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

I. REPORTS OF OFFICERS

1. Resolution 2017-17 UA, Approving a Professional Services Agreement with U.S. Geological Survey for the Continued Implementation of a Stream Flow Monitoring Program Related to the Flume **843**
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-17 UA; 1) approving a Professional Services Agreement with U.S. Geological Survey for the continued implementation of a stream flow monitoring program related to the Flume in an amount not to exceed \$92,500, 2) authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement, and 3) authorizing the Interim City Manager to execute the Professional Services Agreement with U.S. Geological Survey.**

2. Resolution 2017-18 UA, Awarding a Construction Agreement for Banning Water Canyon Pipeline Replacement Phase 1 and Awarding the Purchase Agreement for Pipeline Materials..... **857**
(Staff Report – Art Vela, Public Works Director)

Recommendation: **Adopt Resolution 2017-18 UA; 1) approving a Construction Agreement with Genesis Construction of Hemet, California in the amount of \$1,055,120 plus a 10% Contingency in the amount of \$105,512 for a total project budget of \$1,160,632, 2) approving a Purchase Agreement with McWane Ductile of Corona, California, for Pipeline Materials in the amount of \$641,916.83, and 3) approving a Professional Services Agreement with Michael Baker International of Palm Desert, California, for Construction Administration Services in the amount of \$177,730.**

BUA ADJOURNMENT – Next regular meeting: Tuesday, December 12, 2017.

Adjourn Joint Meeting and reconvene the regular City Council Meeting.

BANNING FINANCING AUTHORITY (BFA) - no meeting.

VIII. ITEMS FOR FUTURE AGENDAS

New items –

Pending Items – City Council

1. Information Technology – Media Room/Production Set
2. Penalty for Illegal Fireworks
3. Feasibility of Outsourcing Maintenance of Parks
4. Update on Armory Lease
5. Update on Agreement with Robertson's
6. Joint Meeting with Planning Commission Regarding New Housing Bills
7. Workshop on Water Fees

IX. ADJOURNMENT

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]

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.



PROCLAMATION

WHEREAS, Michelle Green was originally hired by the City of Banning on November 1, 1989 as Payroll Specialist; and

WHEREAS, in 1990 Michelle received her Bachelor's Degree from California Baptist University; and

WHEREAS, Michelle was promoted in 1997 to Senior Accounting Assistant; and

WHEREAS, Michelle was promoted in 1999 to Finance Coordinator; and

WHEREAS, Michelle was promoted in 2004 to Senior Accounting Manager; and

WHEREAS, Michelle was promoted in 2010 to Deputy Finance Director; and

WHEREAS, Michelle has completely and faithfully served the citizens of Banning by working in the Administrative Services Department, specifically in Finance; and

WHEREAS, Michelle is being honored by her friends, family and former co-workers who are deeply appreciative of her many contributions throughout the years; and

WHEREAS, Michelle was employed by the City of Banning for over 27 years, retiring on January 17, 2017, and should be commended for her many years of hard work, selfless service, and dedication to our city;

NOW THEREFORE, BE IT RESOLVED, that I, Alejandro Diaz, Interim City Manager of the City of Banning along with the City Council do hereby congratulate

"MICHELLE GREEN"

on her retirement and wish her the best on her future endeavors and proclaim that she is "MISSED BY ONE AND ALL".

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Banning, California to be affixed this 14th day of November, 2017

ATTEST:

Sonja De La Fuente
Deputy City Clerk

Alejandro Diaz
Interim City Manager



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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

10/17/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on October 17, 2017, at 5:34 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

OTHERS PRESENT: Alex Diaz, Interim City Manager
Rochelle Clayton, Deputy City Manager
Heidi Meraz, Community Services Director
Patty Nevins, Community Development Director
Art Vela, Public Works Director
Phil Holder, Police Captain
Jim Barrett, Building Official
Robert Fisher, Police Sergeant
Ted Shove, Economic Development Manager
Jason Smith, Electric Operations Manager
Max Calder, Community Services Manager
Perry Gerdes, Water Superintendent
Philip Southard, Public Information Officer
Michelle Devoux, Fire Marshal
Carla Young, Electric Utility Management Analyst
Norma Barrett, Building Permit Technician
Veronica Craghead, Public Benefits Coordinator
Art Chacon, Code Enforcement Officer
Sonja De La Fuente, Deputy City Clerk
Laurie Sampson, Executive Assistant
Tammi Phillips, Financial Services Specialist
Leila Lopez, Office Specialist

The Pledge of Allegiance was led by Council Member Welch.

Mayor Moyer explained the format of the meeting.

QUESTION AND ANSWER SESSION

Questions (Exhibit "A") were submitted to and read by the Deputy City Clerk. Council Members and Staff provided answers as appropriate.

OPEN HOUSE

Members of the public visited various department booths and asked questions of staff.

ADJOURNMENT

By common consent the meeting adjourned at 6:28 p.m.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: <https://banninglive.viebit.com/player.php?hash=LoMQ8hGgdYuH> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

EXHIBIT A

City of Banning Open House
October 17, 2017

Question:

- 1) When will the roads on Hargrave be improved w/ being paved
- 2) When does the water increase happen.
- 3) And what are you going to do w/ the empty buildings in Banning.
- 4) And what are you doing to help Banning to increase in business and expanding the community.
- 5) How long is it going to take to complete ~~the~~ the Optional Eastside Park (Roosevelt Williams Park)

Name: Colleen Wallace

Email: CWallace957@gmail.com

Telephone Number: (909) 890-8474

City of Banning Open House
October 17, 2017

Question: 1) My question is
why are people talking
about city council ^{members} when
they need to be talking
about improving our city.

Optional

Name: Colleen Wallace

Email: Cwallace951@gmail.com

Telephone Number: (909) 890-8474

City of Banning Open House
October 17, 2017

Question: Concerning Butterfield
project

With support to bring
elementary school into BUSD
will you also support
extending school district
from Highland Home to
Highland Springs

Optional

Name: Anne Price

Email: _____

Telephone Number: 951-9224565

City of Banning Open House
October 17, 2017

Question: I'm concerned

About the future

of downtown Banning

What is the city's

vision? Antique

shops, western shops

Optional

Name: Jim Price

Email: _____

Telephone Number: _____

Jerry Westholder

1151 Elisa Dawn Drive, Banning

October 17, 2017

At one of the February 2017 City Council meetings, we were told that March would be the very latest month where we would be charged more than 31 days on our Utility bills.

When I received my latest bill, dated 9/28/17, for the dates of August 18 to September 21, 2017, I was charged for 34 days. The last 4 days were charged in the third tier at the higher rate.

Can you comment as to if there will be an adjustment on my next bill or will this larceny continue?

Jerry Westholder

1151 Elisa Dawn Drive, Banning

October 17, 2017

Knowing that WRCOG is a beaurocracy of unelected 'officials', can you please tell me how it benefits Banning and its citizens? How much does it cost us to belong to this organization? How much does it cost the city in 'in kind' benefits from the use of our employees?

City of Banning Open House
October 17, 2017

Question:

1.) Question why
doesn't Police Officers
patrol east side more
often.

Optional

Name: _____

Email: _____

Telephone Number: _____

City of Banning Open House
October 17, 2017

Question: IS it Possible
For the east side
of Banning to
have a grocery store

Optional

Name: Steven Ladd

Email: _____

Telephone Number: _____

City of Banning Open House
October 17, 2017

Question: Why do we
occasionally have
mouth developers,
Now that we have 2
large maps approved
How can we help these
same developers?

Optional

Name: Bob R.

Email: _____

Telephone Number: _____

City of Banning Open House
October 17, 2017

Question: I know of 600
Acres South of town
with dedicated streets
etc. planned for over
120 homes. The prop.
is currently in the
County with dedicated
access to the City of
Banning. How would
this be as well as
other props be annexed

Optional

Name: _____

Email: _____

Telephone Number: _____

City of Banning Open House
October 17, 2017

Question: all of us here are
because of growth?
(by the city)

The city of Tombstone
AZ is experiencing no
~~growth~~ growth.

How much growth %
wise approx. does the
city expect over the
next 10 years.

Optional Exp 10%? or less.

Name: RC Rochelle

Email: _____

Telephone Number: _____

OCTOBER 13, 2017
TO: BAKKING'S CITY CLERK
TO BE READ AT OCTOBER 24TH'S
COUNCIL MEETING

FRED MASON - FOR YEARS WE
ENJOYED LISTENING TO YOUR EXPERTISE
ON THE ELECTRIC UTILITY IN BAKKING,
AND ADMIRING THE KNOWLEDGE YOU
POSSESS - BUT WE ARE SO DISAPPOINTED
AND DISGUSTED ABOUT YOUR OUT-
RAGEOUS ACCUSATIONS CONCERNING
COUNCILMAN DON PETERSON, THE ONLY
MEMBER OF COUNCIL WHO IS ONLY
INTERESTED IN SEEING BAKKING

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MINUTES
CITY COUNCIL, PLANNING COMMISSION,
AND PARKS & RECREATION COMMISSION
BANNING, CALIFORNIA

10/24/17
SPECIAL JOINT MEETING

A special joint meeting of the Banning City Council, Planning Commission, and Parks & Recreation Commission was called to order by Mayor Moyer on October 24, 2017, at 2:31 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Andrade (arrived at 2:40 p.m.)
Councilmember Franklin
Councilmember Peterson
Councilmember Welch
Mayor Moyer

PLANNING COMMISSIONERS
PRESENT: Commissioner Ellis
Commissioner Krick
Commissioner Price
Commissioner Schuler
Chairman Shaw

PARKS & RECREATION
COMMISSIONERS PRESENT: Commissioner Cline
Commissioner Jasso (arrived at 2:32 p.m.)
Commissioner Miller

PARKS & RECREATION
COMMISSIONERS ABSENT: Vice Chair Sanchez

OTHERS PRESENT: Rochelle Clayton, Deputy City Manager
Kevin Ennis, City Attorney
Serita Young, Assistant City Attorney
Heidi Meraz, Community Services Director
Patty Nevins, Community Development Director
Art Vela, Public Works Director
Philip Southard, Public Information Officer
Sandra Calderon, Community Develop. Project Coordinator
Marie Calderon, City Clerk
Sonja De La Fuente, Deputy City Clerk
Leila Lopez, Office Specialist

PUBLIC COMMENTS

None

REVIEW AND DISCUSSION ITEMS

City Attorney Ennis and Assistant City Attorney presented a PowerPoint presentation (Exhibit "A") on the items listed on the agenda as follows:

- 1) The Brown Act
- 2) Parliamentary Procedure
- 3) Procedural Guidelines for the Conduct of City Council and Commission Meetings (Exhibit "B")

There were some questions and answers related to the topics of discussion as outlined on the agenda.

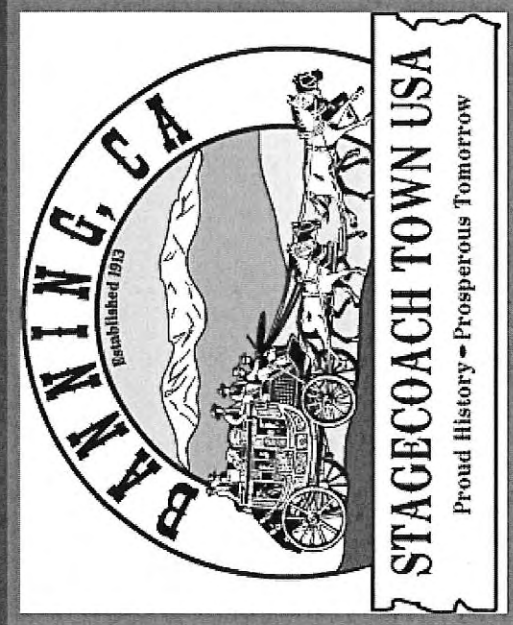
ADJOURNMENT

By common consent the meeting adjourned at 4:01 p.m.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

EXHIBIT A



City of Banning

Brown Act
Parliamentary Procedure
Manual of Procedural Guidelines

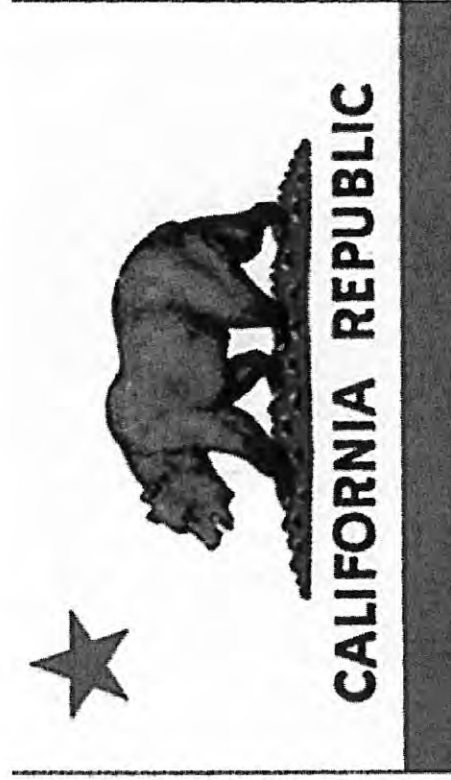
Kevin G. Ennis & Serita R. Young
City Attorney's Office

10.24.17

Overview

- **Brown Act**
 - Meetings, Serial Meetings, and Technology
 - Agenda and Information Requirements
 - Closed Sessions, Public Participation and Other Considerations
- **Parliamentary Procedure**
 - Order of Business and Public Hearing Requirements
 - Motions and Voting
 - Rules of Decorum
 - Meeting Management

Open Government



- “The people have the right of access to information concerning the conduct of the people’s business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny.”

- California Constitution
Art. I, Sec. 3(b)(1)

Ralph M. Brown Act

Government Code §54953

- “All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.”



Topics covered today

- To whom does the Act apply?
- What is a meeting?
- What rules apply to meetings?
- What are the remedies for a violation?

Brown Act – Legislative Body

- **What is a “legislative body”?**
- **A legislative body includes**
 - Governing body of the agency
 - Subordinate boards and commissions created by formal action of the governing body
 - Standing committees with regular meeting schedule and continuing subject matter jurisdiction
- **A legislative body does not include**
 - Advisory committees, ad hoc committees composed solely of the members of the legislative body that are less than a quorum of the legislative body

- Government Code Section 54952



Brown Act meetings

- **What is a “meeting”?**



1. Congregation of a majority of members of a legislative body
2. At the same time and place (including teleconference location)
3. To hear, discuss, deliberate or take action on
4. Any item within subject matter jurisdiction

- Gov't Code Section 54952.2

Brown Act meetings

- **What is NOT a “meeting”?**
 - Individual contacts
 - Conferences and seminars
 - Community meetings
 - Another body of the agency
 - Social or ceremonial events
 - Ad hoc committee meetings
 - Observation of standing committee meetings

Serial meetings are illegal

Serial Meetings Are Illegal

- What is an illegal serial meeting?
 - Series of communications
 - Direct or indirect (intermediaries/technology)
 - Employed by a majority
 - To discuss, deliberate, or take action on any item of business or potential business



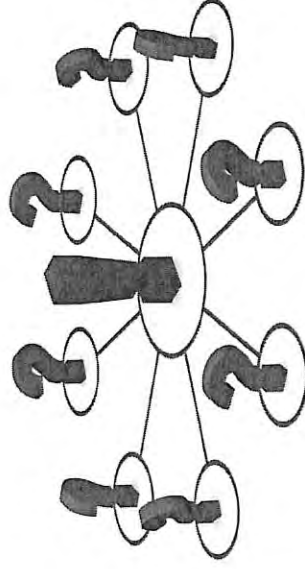
- Gov't Code § 54952.2

Types of serial meetings

Serial Meetings – Types

▪ Hub and Spoke:

- A to B, A to C, A to D,
- Consensus via A



▪ Daisy Chain:

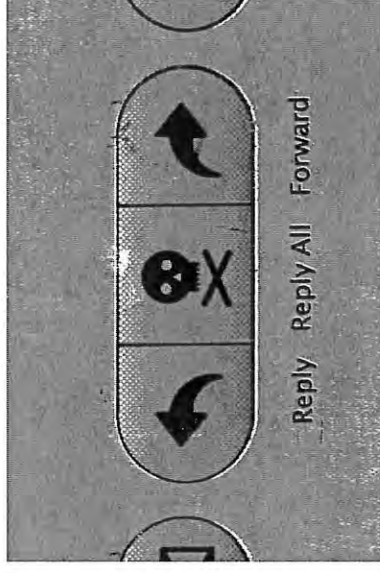
- A to B to C
- C → Consensus



Unintentional serial meetings

Serial Meetings - Avoiding Unintentional Serial Meetings via Technology

- **Technology is great...until it isn't**
 - Reply All
 - Text Messaging
 - Social Media
 - Twitter, Instagram, Facebook




Unintentional serial meetings

Serial Meetings - Avoiding Unintentional Serial Meetings via Technology

- **Examples**

- Controversial land use project (“Project”) being considered by City Council. City Planning Commissioner tweets:

 Abe McCabe @Commissionerdude
I hope everyone comes out and supports the project at the City Council meeting. #supportProject #YesIMBY

Problem?

Avoiding serial meetings

Serial Meetings - Avoiding Unintentional Serial Meetings via Technology

- What if Commissioner A's tweets are protected and viewable only by his followers?
 - Would it matter if his only followers were family members?
 - What if his followers included one or two other Planning Commissioners?
- What if the other Commissioners rarely, if ever, use twitter?



Avoiding serial meetings

Serial Meetings - Avoiding Unintentional Serial Meetings via Technology

- **Commissioner B retweets Commissioner's A's tweet**



Bee McBee @Commissioner Retweeted



Abe McAbe @Commissionerdude

I hope everyone comes out and supports the project at the City Council meeting #supportProject #YesIMBY

Problem?

Briefings by staff and others – how to avoid a serial meeting violation

- **Individual briefings by staff are permitted**
 - “Unidirectional”
 - Don’t describe views of any other members
 - Don’t ask member’s views
- **Individual meetings with developers and community members**
 - Ask them not to share other member’s views



Agendas – Regular Meetings

- **Agendas, Agenda Packets, and Information**
 - **Regular Meeting**
 - Agenda must be posted 72 hours in advance
 - Brief description of each item of business
 - Posted agenda must be freely accessible to public
- Government Code Section 54954.2**

Agendas - Special Meetings

Special Meeting

- **Notice and Agenda must be**
 - posted 24 hours in advance
 - received by each member of the body, unless waived
 - sent to media and newspapers, if requested in writing
 - state time/place of meeting and all business to be transacted

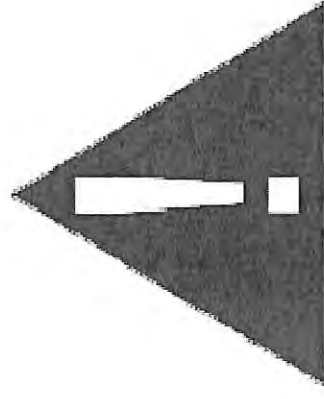
- Government Code Section 54956

Adjourned Meetings

- Regular or special meeting may be adjourned to specific time and place
- If no time stated, then meeting continued to the hour for regular meetings
- Less than a quorum may adjourn
- Notice of adjournment posted on door of meeting room within 24 hours of adjournment providing notice of date, time and place for adjourned meeting

Emergency Meetings

- Grounds for calling
 - Severe impairment to public health & safety
 - “Dire” emergencies – mass destruction, terrorist acts or threat of imminent terrorism
 - Work stoppage
 - Crippling activity
- Provide **one hour** notice to press by telephone
- May meet in closed session, by 2/3 vote



Agenda Packets

- **Agendas & packets must be publicly accessible**
 - **Copies must be mailed to:**
 - Those who request in writing
 - At same time distributed to majority of legislative body members
 - Fee can be adopted by legislative body, not to exceed cost of providing service
- Gov't Code Section 54954**

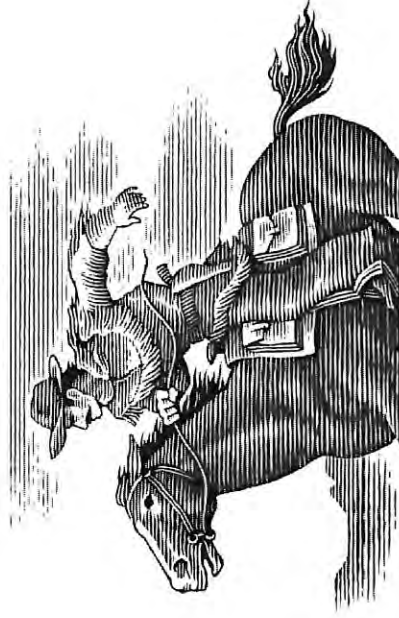


Materials available to public

- If “writing” distributed to majority of legislative body within 72 hours of meeting

- Must make available for public inspection at the same time
- At an office/location designated for this purpose
 - Agenda must contain location information
- May also post on City’s website

- Gov’t Code §54957.5(b)



Documents at meeting



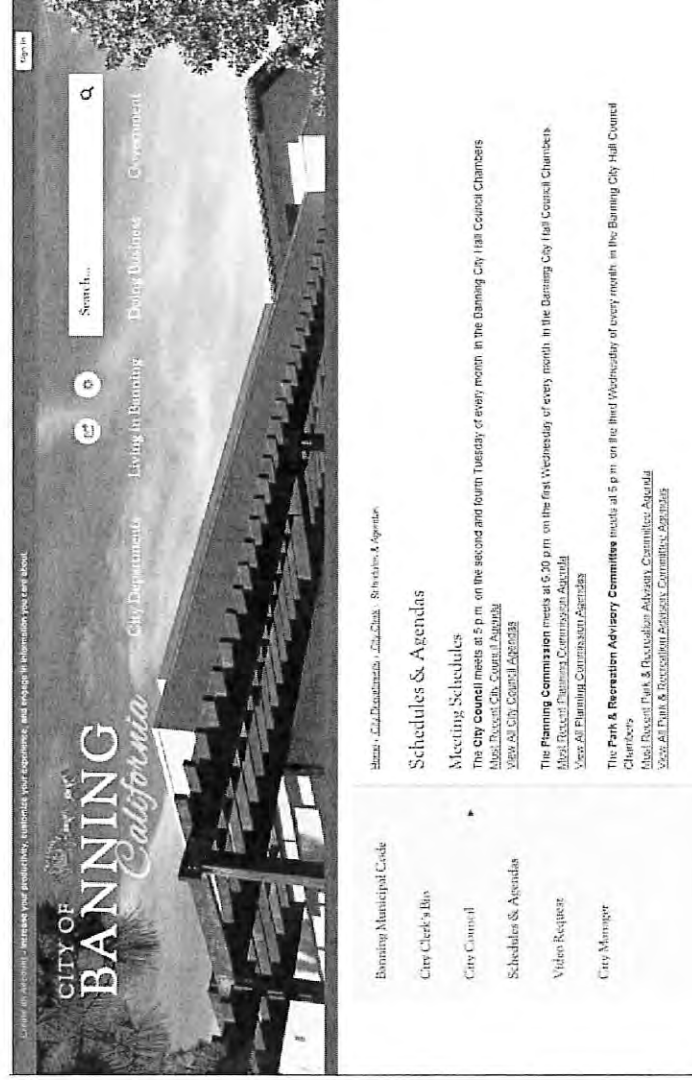
- Documents distributed at meeting by staff or member of body must be made available to public at meeting
- If distributed by someone else, must be made available to the public at or after the meeting

- Gov't Code §54957.5(c)

Brown Act Meeting Information

Agendas, Agenda Packets, and Information

- Agenda must also be posted on City's website



Online agenda materials

- Online agendas - Beginning January 1, 2019, direct links to online agendas must appear in a prominent place on the City's homepage
- Additional qualifications for cities that use an integrated agenda management platform

- Gov't Code Section 54954.2(a)

Home > Public Meetings

Showing 1 - 10 of 102

Upcoming Archived

Display 10 20 30 per page

Filter

Meeting Title	Meeting Type	Meeting Date	Meeting Status
Public Meeting	Public Meeting	08/28/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	09/04/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	09/11/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	09/18/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	09/25/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	10/02/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	10/09/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	10/16/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	10/23/2017 at 09:00 AM	Public Meeting
Public Meeting	Public Meeting	10/30/2017 at 09:00 AM	Public Meeting

Discussion at meeting

- **What can you discuss at a meeting?**
 - Only items listed on the posted agenda
- **Exceptions – what can be said at a meeting that is not on the agenda?**
 - Members may make a brief response to public comments
 - Members may ask questions for clarification
 - Members may make a brief announcement or report of own activities
 - Members may request staff to report back at a subsequent meeting
 - The Body can agree to place an item on a future agenda

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- Government Code Section 54954.2 (a)(3)



Adding Items to the Agenda

- **When may an item be added to the agenda?**
 - Item came to the agency's attention after the agenda was posted and
 - Need to take immediate action before the next meeting and
 - Two-thirds vote required

- Government Code Section 54954.2

URGENT

Attendance by teleconference



Other Technological Considerations

▪ Teleconferencing

- Quorum must participate from regular location
- Teleconference location must be identified on agenda
- Agenda posted at teleconference location
- Teleconference location must be accessible to public
- Agenda must provide for public participation
- Roll call vote only

- Gov't Code §§ 54953, 54953, 54953(b)

Public's right to record meetings

- **Recording Devices**

- Public has the right to record audio or video of public meeting and to broadcast the meeting
- Unless legislative body finds that the recording cannot continue without noise, illumination, or view obstruction that would disrupt the proceedings

- Gov't Code §§ 54953.5, 54953.6

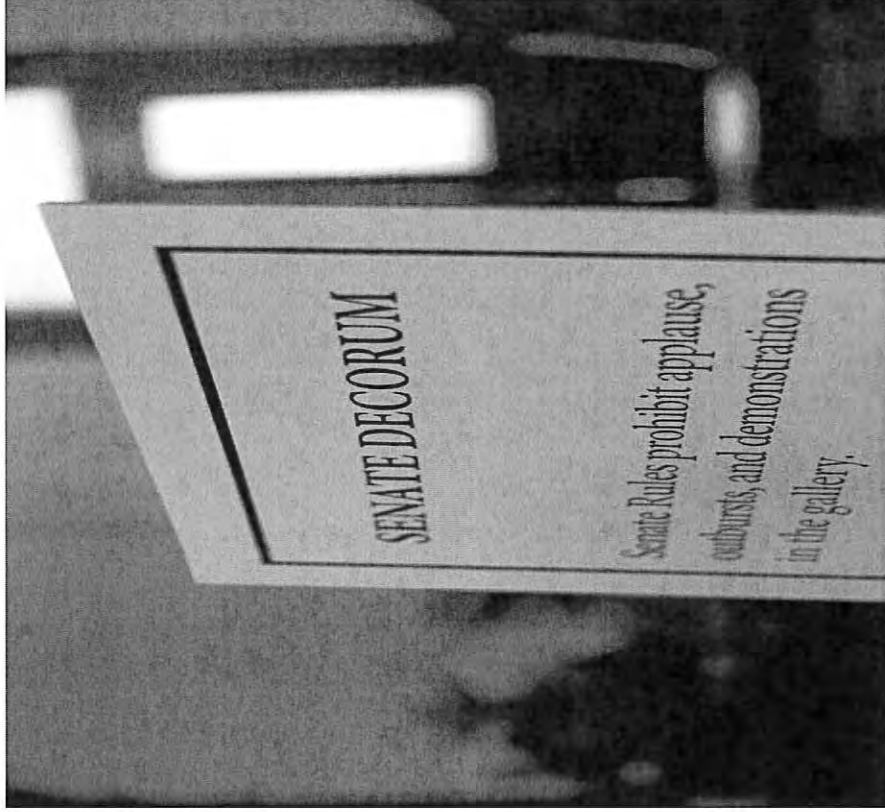


Public Comments at Meetings

- Public agencies may not prohibit public criticism of the agency or the legislative body
- Civil Code Section 47 makes statements at a public meeting generally privileged
- But public agencies may adopt rules of decorum and other procedural rules to ensure that its meetings are focused on accomplishing the public agency's business
- Courts balance a speaker's First Amendment rights to address the body with the need to ensure that he or she does not unduly disrupt the meeting

Public Participation

- Not required to “register”
- Time limits okay
- Recording permitted
- Permitted to speak on any item within the subject matter jurisdiction of the body
- Can be required to abide by rules of decorum



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Closed Sessions

- Personnel matters/labor negotiations
- Real property matters
- Pending/threatened/contemplated litigation



Closed Sessions – Confidential Information

- Member may not disclose confidential information that has been acquired by being present at a closed session to a person not entitled to it unless authorized by legislative body.

- Gov. Code 54963 (a)



Closed Sessions – Confidential Information - Remedies

- Remedies to disclosing confidential information from a closed session:
 - Disciplinary action against an employee to require additional training
 - Referral of a member of a legislative body to the grand jury

- Gov. Code 54963 (c)



Enforcement & Consequences

- DA or any interested person can seek to enjoin
- Civil actions to invalidate a decision must be preceded by notice and an opportunity to cure
- Civil actions to enjoin future violations must be preceded by a Cease and Desist Letter
- Unconditional commitment by City

Brown Act Enforcement

Violations

▪ Civil actions

- Invalidate action
- Injunctive relief
- Attorneys fees and costs

▪ Criminal Prosecution

- Action taken at a meeting
- In violation of the Act
- Intent to deprive public of information

- Gov't Code §§ 54959, 54960, 54960.1, 54960.2 and 54960.5



Questions?



Parliamentary Procedure

- Rules of procedure at meetings to establish orderly conduct at meetings
- Manual of Procedural Guidelines for the Conduct of City Council and Commission Meetings
- Adopted in 2012 and amended in 2013
- Replaced the 2004 Code of Conduct and Pledge of Civility

Basic format for handling a matter on the agenda

▪ **Basic Format for Agenda Item Discussion:**

- First: Presiding Officer should announce agenda item number and subject.
- Second: Any Member who has a conflict of interest in a decision must announce his or her recusal from the item and leave the dais and the chambers during the consideration of the item.
 - Exception – consent calendar items
 - Represent your personal interests in your own property or business
- Third: Presiding Officer should open the public hearing (if applicable) and invite staff to report on item, including their recommendations.
- Fourth: Presiding Officer should ask members if they have any questions of staff for clarification.

Basic format (cont.)

- **Basic Format for Agenda Item Discussion**

- Fifth: Presiding Officer should invite public comments, or, if applicable, open public testimony portion of the public hearing and take testimony.
- Sixth: Presiding Officer should invite questions from Council or Commission members. If a public hearing item, the Presiding Officer should close public hearing before inviting discussion.
- Seventh: Presiding Officer should invite Council or Commission discussion.
- Eighth: Presiding Officer should invite a motion from Council or Commission members.

Basic format (cont.)

- **Basic Format for Agenda Item Discussion**

- Ninth: Presiding Officer should determine if any member wishes to second the motion and should announce the name of the members who moved and seconded the motion.
- Tenth: If motion is made and seconded, Presiding Officer should repeat the motion if there is any question about the motion.
- Eleventh: Presiding Officer calls for a vote on the motion.
- Twelfth: Presiding Officer announces the result of the vote and what action, if any, the Council or Commission has taken.

Clarity of motions

- **No. 1 Tip for Councilmember/Commissioner: Be clear.**
- **Examples of motions that are clear:**
 - “I make a motion that we adopt Resolution No. 1234 approving a Conditional Use Permit for a restaurant at 123 Main Street.”
 - “I make a motion that we recommend that the City Council consider revisions to the City’s PUD Ordinance.”

Public Hearing Requirements

- The City Council and Planning Commission regularly hold public hearings on applications as required by law
- Allow a reasonable amount of time for the interested party to present his or her case
- When in doubt, allow more time
- Interested parties may be invited to submit their comments to the commission in writing
- But, this carries with it an implied obligation to read what is submitted

An Impartial Decisionmaker

- When considering a quasi-judicial item, decision-makers need to keep an open mind and not be biased
- Applies to “quasi-judicial” decisions (variance, CUP, tentative map, design review)
- Pre-existing views on the general policy issues related to a matter do not create disqualifying bias
- A decisionmaker can be disqualified if he or she has a specific prejudice (for or against a person affected by the decision) which impairs the decisionmaker’s ability to decide the matter on appropriate grounds

Site visits and ex-parte information



- If you make private site visits, meet with developers, or meet with community members about an upcoming public hearing item, don't make any commitments as to how you will vote.
- You may decline to meet applicants and instead recommend that they attend the public hearing and make their comments known to all.
- If you do meet with them, disclose at the hearing any "off-the-record" information you have obtained that is not already part of the public record.

Tips for decisionmakers on public hearing items

- During the public hearing, avoid obtaining “off the record” comments or evidence by phone calls, texts or e-mails
- Avoid statements before the close of a hearing that suggest your mind is made up
- Behave judiciously; avoid the appearance of bias
- If you think you cannot be fair, don’t participate

Parliamentary Procedures

- **When to do a roll call vote**
 - When you have a controversial item or you have an application before you that you are acting upon.
 - When the City Council is adopting a Resolution, Ordinance or making a payment of money.
- **When to simply ask for “all in favor, any objections?”**
 - Straightforward items such as approval of the minutes or directing staff to place a noncontroversial item on a future agenda.

Parliamentary Procedures

■ Votes Required

- On general matters (approval of minutes, direction to staff, etc) a majority of a quorum is sufficient to adopt a motion.
- Resolutions, Payments of Money and Ordinances adopted by the City Council require three affirmative votes.
- Two-thirds vote (four out of five) is required for urgency ordinances, interim ordinances, eminent domain actions, levying taxes and assessments.

Parliamentary Procedures

■ Tie Votes

- Results in no action taken and a new motion may be made that results in a majority vote.
- When all members are present and one abstains, a tie vote on whether to grant an appeal from a lower body's action shall be considered a denial of the appeal.
- If a tie vote results due to an absence of a member (and not a conflict of interest), the matter is to be automatically continued to the next regular meeting of the body.

Parliamentary Procedures

■ Votes of Members Previously Absent

- A Member who was absent from a meeting should abstain from the vote to approve the minutes of that meeting.
- For public hearing items, where a Member was absent from a previous meeting and where the public hearing was continued to a later meeting, the Member may participate and vote on the matter as long as the Member has read the staff report, reviewed the materials submitted at the meeting, and listened to the audio or videotape of the prior meeting and makes that affirmation at the present meeting.

Parliamentary Procedures

■ Reconsideration

- Any member who voted with the majority may move to reconsider any action at the same meeting or, within 60 days, request in writing that the item be agendized for consideration at the next meeting.
- However, reconsideration is not permitted when a quasi-judicial decision has been made and the applicant will be substantially prejudiced by such reconsideration.
- If the motion to reconsider passes with a majority vote, then the original item may be reconsidered at that time or agendized for the next meeting to provide for time for noticing requirements.

Parliamentary Procedures

■ Decorum and Order

- A member shall obtain the “floor” by first being recognized for that purpose by the Chair.
- Once recognized, the Member should not be interrupted unless called to order by the Chair for violating a rule or if a point of order is raised by another Member.
- If the Chair calls a Member to order, the member shall immediately cease speaking until the point of order is determined.
- The Rules provide that members should always be attentive and show respect to those addressing the body but may make a point of order to enforce the rules if the person speaking is out of order.

Parliamentary Procedures

■ Decorum and Order

- The Rules provide that Members shall accord the utmost courtesy to each other, to the City employees and to the public appearing before the body.
- Members shall refrain from making rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities if any of these remarks disrupt, disturb, or otherwise impede the orderly conduct of the meeting.
- City employees and members of the public shall observe the same rules of decorum and order as apply to Members of the legislative body.
- Members of the public should address their comments and questions to the Chair and not to individual members or staff.

Parliamentary Procedures

- **Examples of behavior that is deemed to cause an actual disruption include:**
 - Catcalls and yelling from the audience
 - Interrupting speakers
 - Shouting into the microphone
 - Speaking too long or being unduly repetitious
 - Physical threats

Parliamentary Procedures

- **Examples of behavior that is not deemed to cause an actual disruption include**
 - Silent gestures from members of the audience
 - Catcalls and booing during a time allowed for applause and that does not otherwise disrupt the meeting
 - Criticisms of public officials or staff during a time reserved for public comment that does not violate Council procedures and does not disrupt the meeting

Parliamentary Procedures

■ Role of the Presiding Officer

- He or she is charged with applying the rules of conduct.
- Should take a back seat during discussions.
- Common courtesy for the Presiding Officer to speak last on an agenda item.
- Presiding Officer can make or second a motion, but should do so only if no other member does so.

Managing Meetings

■ **Goals of Meeting Management**

- Balance public participation with efficiency
- Make meetings run efficiently and fairly
- Relieve “meeting anxiety”
- Deal effectively with disruptive people
- Present competent, civil and efficient public face
- Comply with legal requirements (Brown Act, due process, privacy rights)

THANK YOU.

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RICHARDS WATSON GERSHON

EXHIBIT B

**MANUAL OF PROCEDURAL GUIDELINES
FOR THE CONDUCT OF
CITY COUNCIL AND CONSTITUENT
BODY/COMMISSION MEETINGS FOR
THE CITY OF BANNING**

Adopted October 23, 2012, by City Council Resolution 2012-83
Amended April 23, 2013, by City Council Resolution 2013-48
Amended November 12, 2013, by City Council Resolution 2013-103



OUTLINE OF PROCEDURAL MANUAL PROVISIONS

Manual Applies to Council; Agency; Housing Authority; All Commissions

A. Agendas (3.1-3.4; 5.1-5.10)

1. City Manager generally has the authority to set the agenda. (5.1)
2. Any Councilmember may request a matter be put on an agenda. If significant staff work involved, CM can bring it to an agenda under pending items and Council can decide whether they want it agendized for discussion. (5.1)
3. Permits consent calendars and defines what isn't permitted on consent calendar: ordinances; matters involving split votes or public controversy.
4. List order of agenda.
5. Permits an agenda item for "Council Agenda – New Business" " and where announcements permitted with no discussion.

B. Ordinances and Resolutions and Contracts (5.3 - 5.6)

1. Defines matter appropriate for ordinance vs. resolution.
2. Defines vote requirements--resolutions require 3 votes.
3. Urgency circumstances defined where resolution can be prepared at a meeting.
4. Contracts may be put in final form by legal counsel.

C. Boards and Commissions (6.4)

1. Defines legislative bodies and advisory bodies subject to the Brown Act. (1.2(a))
2. Permits creation of ad hoc council subcommittees not subject to the Brown Act.
3. Permits formation boards and commissions subject to the Brown Act.
4. Provides that appointments are by Mayor with the consent of Council.
5. Commissions not permitted to create subcommittees.

D. Closed Sessions (4.1 - 4.4)

1. Those persons not relevant to the closed session matter are excluded.
2. A minute book may be kept of the proceedings.
3. Revealing any matter from closed session can subject the person to censure.

E. Public Comments (7.0 – 7.4)

1. City Council meeting presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized. Exhibit "B" has full policy.
2. Time limits are 3 minutes and 5 minutes for public hearing but applicant not limited.
3. Public comment periods include initial comment period on non-agenda items; comment on agenda items.

F. Hearings (8.1 – 8.4)

1. Before the hearing, Councilmembers limited to factual questions of staff and speakers. Not to engage in debate.
2. Presiding Officer to make it clear when hearing is opened or closed. No questions of speakers or public comment after hearing closed.
3. Hearing must be fair and impartial with decision based on findings required by law.
4. No expression of opinion until hearing is closed.
5. Avoid extra meeting contact with interested persons. Encourage participation in hearing.
6. Presiding Officer can control conduct of hearing--representative speakers, etc. Set any rules at beginning and keep fair to each side.
7. Be attentive during hearings.

G. Conduct of Members

1. Don't represent position of City or promise City action. (9.2; 9.10)
2. Don't speak in derogatory fashion concerning colleagues, employees, citizens. (10.1(f))
3. Mayor speaks officially for City rather than councilmembers. (9.2)
4. Councilmembers in correspondence represent their own position rather than City unless authorized by Council. (9.2)
5. Commissioners don't speak for City. (9.2)
6. No Conflicts. Can consult with City Attorney but advice not binding and no attorney-client confidentiality. (9.6(b))
7. Use City email account. Emails subject to the Brown Act--no development of collective action. Public Records Act, too. (9.3)
8. Formal process for censure for wrongful conduct involving hearing before City Council. (10.3)
9. City Attorney can file amicus briefs. (9.6 (d))

H. Procedures

1. Abstentions discouraged but permitted where appearance impropriety even if no financial conflict.
2. Motions to rescind clarified so that matter can be rescinded if later legislative session. (11.4)
3. Defines process to correct an earlier action in violation of Brown Act. (12.1 – 12.3)
4. Includes Table of Motions and Procedural Actions.

**MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF CITY
COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS**

ARTICLE I – SCOPE

1.1 Application of Rules

This Manual (the “Manual”) shall establish the procedures for the conduct of all meetings of the City of Banning City Council, Successor Agency to the Banning Community Redevelopment Agency, Housing Authority and other constituent, governing bodies and commissions.

This Manual rescinds and supersedes all prior City resolutions setting forth rules of procedure for the conduct of meetings by City Legislative Bodies (defined below). Wherever there is a conflict between this Manual and any prior City resolution, the terms and rules in this Manual shall govern. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- City of Banning Resolution No. 2004-43;
- City of Banning Resolution No. 1999-31;
- City of Banning Resolution No. 2003-06;
- City of Banning Resolution No. 2000-41;
- Banning CRA Resolution No. 2010-13; and
- Banning CRA Resolution No. 1990-04.

1.2 Definitions

The following definitions shall apply to these rules and procedures:

- a) “Legislative Body” means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the City of Banning that is subject to the Brown Act (Government Code § 54950 *et seq.*). This includes the Banning City Council, Banning Successor Agency to the former Redevelopment Agency, Banning Housing Authority Board, Banning Utility Authority, Banning Financing Authority, Planning Commission, Parks and Recreation Commission, Civil Service Commission and any standing committee subject to the Brown Act. The term “Legislative Body” does not include Non-Governing Bodies, as defined below.
- b) “Presiding Officer” means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the City Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chair of any Commission.
- c) “Vice Chair” means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tempore in the case of the City Council, the Vice Chairperson in the cases of the Successor Agency to the former

Redevelopment Agency and/or Housing Authority, and the Vice Chairperson of any Commission.

- d) "Clerk/Secretary" means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the City Clerk in the case of the City and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.
- e) "General Counsel" means the legal advisor to the Legislative Body, such as the City Attorney in the case of a City Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority.
- f) "City Manager" means the Chief Executive Officer of the City, the Successor Agency to the former Redevelopment Agency, Housing Authority, Financing Authority and Banning Utility Authority. The City Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the City Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the City.
- g) "Non-Governing Bodies" means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.
- h) "Sub-Legislative Bodies" means such advisory committees which are subject to the Brown Act but are not "governing" Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954. The purpose of this Manual is to provide that the Legislative Bodies' procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies' business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II – MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the second and fourth Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, California 92220, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or

in the notice of call of any special meeting. In the event a day of meeting shall be a legal holiday, said meeting shall be held on the next business day.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon the written request of a majority of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. This means a method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Special Emergency Meetings

A special emergency meeting may be called by the Presiding Officer or by a majority of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by the majority of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any special emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time, and may compel the attendance of absent members. Any member who fails to attend any of the meetings of the Legislative Body for 60 days, unless such absences are excused, shall surrender the office and be deemed to have surrendered the office.

2.5 Study Sessions

The Legislative Body may meet informally in conference or "study" sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE III-NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted must be sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice are not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

CITY HALL LOBBY
CITY OF BANNING WEBSITE

3.3 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.4 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the City's record retention policies.

ARTICLE IV– CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. There shall be no closed session during any special emergency meeting. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only those persons necessary to the discussion of the matter under consideration. All other persons shall be excused. The Clerk/Secretary shall attend each closed session of the Legislative Body and keep and enter into a minute book a record of any reportable decisions made at the meeting, unless attendance is excused.

4.3 Confidentiality

The minute book for any closed session is not a public record and shall be kept confidential and shall be available only to members of the Legislative Body or as otherwise provided by law. (Government Code § 54957.2(a).) No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 10.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each Legislative Body member voted.

ARTICLE V - AGENDA CONTENTS

5.1 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Friday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

Any Legislative Body member may have placed on the agenda any business that should be deliberated upon in the future by the Legislative Body. Any Legislative Body member desiring to present a subject for the Legislative Body's consideration shall advise the City Manager's office of that fact not later than **12:00 noon on the Tuesday** of the week preceding the meeting at which the member wishes the subject to be considered. The matter shall then be listed on the next agenda for discussion of whether it should be a future agenda item. The City Manager shall advise the Legislative Body member of constraints affecting staff's ability to produce an agenda report, and when the matter should be scheduled.

Notwithstanding the foregoing, the City Manager generally has responsibility for setting the agenda for the Legislative Body (except for any Commission where the responsibility may be assigned to the City Manager's designee), and may place matters on the agenda in accordance with the Manager's evaluation of administrative priorities and resource capacities of City.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code Sections §54954.2 and, where applicable, §54954.5. Matters may be designated as "pending" and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

(a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the City Council, resolutions, orders or the payment of money, and all ordinances require a recorded majority vote of the total membership of the City Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on, so that member cannot be counted towards the quorum for that matter.

5.4 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to

be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article XI, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the City Manager or the General Counsel to prepare a resolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shall be followed.

5.5 Ordinances (City Council Only)

(a) The City Council is the only Legislative Body empowered to legislate the Banning Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the City Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the clerk/secretary with the same formality as resolutions as described above in Section 5.4.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the City Council for passage pursuant to Government Code § 36937.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act (Government Code §§ 6250 through 6276.48). The Legislative Body may choose to leave

the final form of the contract to the discretion of General Counsel if the Legislative Body has determined the general conditions of the contract.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a majority of the Legislative Body, a collective commitment or promise by a majority of the Legislative Body to make a positive or a negative decision, or an actual vote by a majority of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" that is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

(a) An account of all proceedings of Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meetings proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available.

(b) Any recording of a meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 30 days. The Legislative Body must provide to the public, without charge, equipment to review the record.

ARTICLE VI – ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Clerk/Secretary unless the majority of the Legislative Body members consent to take items out of order. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

- (a) Roll Call.
- (b) Announcement of Closed Session Items, if applicable.
- (c) Public Business from the floor on closed session items.
- (d) Recess.
- (e) Reconvene Regular Meeting.
- (f) Pledge of Allegiance.
- (g) Closed Session Report, if applicable.
- (h) Public Comments, Correspondence, Presentations, Appointments.
- (i) Consent Items. (See Section 6.3 below.)
- (j) Public Hearings.
- (k) Announcements and Reports.
- (l) Discussion Items.
- (m) Items for Future Agendas (Pending Matters).
- (n) Adjournment.

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the three Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article VII. Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. The following matters are not appropriate for the Consent Calendar:

(a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

(b) Any matter where the City Manager believes (i) it unlikely that there would be unanimous approval by the Legislative Body, or (ii) there is likely to be public comment on the matter, or (iii) a public presentation of the matter would be beneficial to the community.

6.4 City Representatives and Advisory Bodies (City Council Only)

(a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the City Council's power to remove appointees pursuant to subsection (c) below.

(b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution or other formal action, or (ii) has a fixed regular meeting schedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of “ad hoc” Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

iii) Sub-Legislative Bodies, including Non-Governing Bodies, shall be responsible for reporting the Body’s activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the full Council.

(c) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the whole Council body by repeal of the enacting ordinance or resolution.

6.5 Budgets

The City Council shall have the power to approve the City budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditures. With respect to any given expenditure the applicable procedure shall be followed. Further adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

6.6 Items from Members

(a) There is a specific item on the agenda for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members’ attendance at conferences

and seminars, for requests by members that staff look into specific matters or similar matters. These matters may not be discussed, opined upon or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 7.3. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as pending matters. Matters are listed under this item pursuant to Section 5.1 where a member has asked that the matter be scheduled for discussion of whether a future staff report should be prepared. The listing of the matter allows a discussion of whether a staff report should be prepared, or it may be held on the pending agenda to keep track of when it will be assigned to a future agenda.

(c) There is an agenda item referred to as Reports from City Manager. This may be used by the City Manager similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

ARTICLE VII– PUBLIC COMMENT AND PRESENTATIONS

7.0 City Council Meeting Presentations

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the City, honors and celebrations for organizations, corporations and residents which reflect their service to the Banning community, honors and recognitions for City staff for outstanding service or commitment to the City's mission and goals. Please Note: This is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Banning City Council Meeting Presentation Policy contained and incorporated as an exhibit to the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning.

7.1 Public Comment

At the beginning of any Legislative Body meeting the public shall be afforded the right to comment on any and all issues (not on the agenda) within the subject matter jurisdiction of the Legislative Body. Such general public comment on non-agendized issues shall be taken at the beginning of the meeting under a "General Public Comment" heading. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the General Public Comment period or otherwise, and the Presiding Officer should handle such matters as provided in Section 7.3, below. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 7.4 below.

7.2 Time Limitations

The time limit to speak for public comments is five minutes during a noticed public hearing, provided that these limits do not apply to a project applicant speaking at a public hearing pursuant to Article VIII. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally, and the Presiding Officer may extend time if he/she finds such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

7.3 Reserved

7.4 Additional Procedures for Public Comment on Agenda Items

(a) Members of the public shall have the opportunity to address the Legislative Body on each and every item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item. Public comments on an agenda item may be heard either in combination with the General Public Comment period at the start of the meeting, or at the time the Legislative Body opens the item, or both, as determined by the Legislative Body and set forth in the agenda.

(b) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(c) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII– NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

(b) Legislative Body members shall not overtly or implicitly promise a particular action by City staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the City, it is appropriate to give a brief overview of City policy, to refer to City staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the Statute of Limitations to challenge the validity of any action taken by the Legislative Body on such matter.

(d) In all matters before a Legislative Body, whether public hearing or otherwise, the Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

8.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

(c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the renewed hearing subject to the finding of the Presiding Officer that the testimony is redundant. Upon such finding the time allotted for testimony by the individual may be summarily reduced.

(d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believes confusion may be created as to the time of the hearing.

8.3 Conduct of Hearings

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not

prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff, but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative public hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE IX - OFFICERS

9.1 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

(b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a majority of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden. The Motion to Appeal the Ruling is governed by the Chart of Motions attached as Exhibit A.

9.2 Representation of Legislative Body

(a) The Mayor is the designated representative of the City and the City Council for purposes of presenting and expressing the official City position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official City position, the member should refer such inquiries to the Mayor. Otherwise public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint.

(b) Members of the City Council may use official City letterhead to correspond with other public officials and with consultants but any such correspondence shall state that the views expressed therein are personal and not the position of the City unless the City Council has officially adopted such position. No commission or Sub-Legislative Body may take a position officially representing the City unless authorized to do so by the City Council.

9.3 Email Policy

(a) Members of the Legislative Body are provided with City email accounts which may be utilized for the conduct of City business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Gov't Code Section 6200). Use of private email accounts for City business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

9.4 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused, and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.5 City Manager

The City Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The City Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body, but shall have no vote. The City Manager, shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the City, when directed by the City Manager, shall attend any meeting of the Legislative Body and may present information relating to matters before the Legislative Body.

9.6 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the City Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the City Council or City Manager. The General Counsel serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions, all contracts, deeds, and easements or other legal instruments shall be approved as to form and legality by the General Counsel. Contracts may be approved as to form and/or legality by the General Counsel when exceeding purchasing ordinance and policy guidelines. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Legislative Body. The General Counsel is the legal representative of the City acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the City staff. As a consequence any discussion with the General Counsel which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Legislative Body and the City staff by the General Counsel. The General Counsel shall not have an attorney-client relationship with individual councilmembers. The General Counsel is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the City or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[City Council Only]*. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the City to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These "friend of the court" or "amicus" briefs have the effect of informing the court how widespread will be its opinion and how that opinion will affect cities. Such participation is normally without direct cost to the City. In considering whether to direct General Counsel to file an amicus brief, the City Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other City-related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety.

i) Upon receipt of the request, the General Counsel shall make the request available through the City Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the City Manager or General Counsel who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The General Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (i) in the opinion of General Counsel the legal matter significantly affects the interests of the City, (ii) the General Counsel has consulted with and received the approval of the City Manager, (iii) the cost to the City will not exceed \$5000, and (iv) the General Counsel makes a written report of the action to the Legislative Body.

iii) Approval given to General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.7 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where abstention from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forth the reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

9.8 Reserved

9.9 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of (Government Code §1090 *et seq.*) made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.10 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the City in carrying out their duties.

ARTICLE X- DECORUM AND ORDER

10.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question under debate.

(b) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the majority Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raised by another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to City or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities, which disrupt, disturb or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communications between themselves during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda

item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any City business during breaks or before and after meetings; City business may only be discussed by a quorum of Legislative Body members when it is opened as a duly-noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

(j) No Legislative Body member attending a meeting of another City commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 10.5.

10.2 Decorum and Order – Employees

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The City Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the City Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to any individual Legislative Body member or member of the public.

(b) Questions of City staff and/or requests for follow-up or additional background information should be directed only to the City Manager, General Counsel, Assistant City Manager, or Department Heads. The Office of the City Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact is appropriate, Legislative Body members should ask the City Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

10.3 Decorum and Order – Public

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual Legislative Body member, staff member or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to actually cause disruption to the conduct of the meeting may be removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at-arms to remove such offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

10.4 Enforcement of Decorum

(a) The Banning Police Chief or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrest or both for conduct actually disrupting to the Legislative Body proceedings. Such person may be barred from further participation in the meeting.

(b) Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet , whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb or otherwise impede the Legislative Body proceedings
- Interrupting speakers
- Calling members of the audience names
- Extended discussion of irrelevancies
- Physical threats
- Shouting into the microphone
- Dumping items or garbage on the floor of the chamber where the proceeding is held
- Speaking too long
- Being unduly repetitious
- Constant interruptions
- Interruption of meeting to make "objections"

- (c) Examples of non-disruptive conduct include:
- Silent gestures by members of the audience, such as a thumbs up or thumbs down or Nazi salute that are not otherwise disruptive of the meeting
 - Catcalls or booing during a time allowed for applause that does not otherwise disrupt the meeting
 - Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate Council procedures and does not disrupt the meeting

(d) As set forth in Government Code § 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

10.5 Censure of Legislative Body Members

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance or resolution of the City of Banning. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the City which has been adopted following a vote of the Legislative Body or the City Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation, if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

- (i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.
- (ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member with a copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all other Legislative Body persons.
- (iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer to response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

- (i) The hearing shall be conducted in an open session by the Presiding Officer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct the proceedings.
- (ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.
- (iii) Passage of the motion for censure shall require a majority vote of the members of the Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote.

However, new proceedings may be commenced on the same charges within the 1 year period on the vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of the public record a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body member.

10.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

10.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned or impugned.

ARTICLE XI – PARLIMENTARY PROCUEDRES

11.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted in accordance with the most recently revised edition of Robert's Rules of Order. In the event of any conflict between Robert's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conducted in accordance with Exhibit "A" hereto.

11.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body. The Presiding Officer may also determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question.

(b) Except as in Subsection (a) above, otherwise, all votes of the Legislative Body shall be taken by electronic vote. In the event the electronic voting machine is not functioning or otherwise unavailable, vote shall be by roll call vote. The order voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain.' After every vote the Legislative Body shall declare the result and, on all but consensus votes, shall note for the record the number of votes for or against the question. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

11.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

- (i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.
- (ii) Assessment - Assessments require a two-thirds vote of the whole Council.
- (iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.
- (iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.
- (v) Certain Parliamentary Motions – Motions requiring a supermajority vote are noted in the Motions Chart attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

11.4 Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within sixty (60) calendar days, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the City has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the City Attorney of any facts constituting substantial prejudice and may rely upon the determination of the City Attorney. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.5 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

11.6 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than a legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally-disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the City on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary

provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

11.7 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.8 Appeals by Members of Legislative Body

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of City by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo*. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant, and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

11.9 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions and the decision. The Legislative Body members must consider any legally-mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

ARTICLE XII- PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

12.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of § 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of §§ 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

12.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than 72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda, and may consider it at that meeting pursuant to Article VI Section 9, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action. (See, § 11.4 hereof.)

12.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other evidences of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action, and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

ARTICLE XIII – MISCELLANEOUS

13.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The City Council may, by resolution, adopt further rules of interpretation or practice.

13.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the City Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the City. Such notice shall identify the section or sections of the Manual proposed to be amended.

13.3 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Gov't Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

BANNING CITY COUNCIL MEETING PRESENTATION POLICY



BANNING CITY COUNCIL MEETING PRESENTATION POLICY

Presentation Purpose

City Council presentations are for providing information to the Mayor and Council, City management, and the community about activities of interest and value including:

- Activities, events and infrastructure projects relating to the City
- Honors and celebrations for organizations, corporations and residents related to Banning
- Honors and celebrations for organizations, corporations and resident which reflect their service to the Banning community.
- Honors and recognitions for City staff for outstanding service or commitment to the City's mission and goals.
- Please note this is not the appropriate time to seek funds from the City and/or endorsements from City Council or discuss politics.

Presentation Length

All presentations are to be no more than five minutes in length; this is to include all speakers for the group being recognized.

Presentation Schedule

City Council begins at 5:00 p.m. with an invocation and pledge to the American flag followed by presentations. All honorees or groups are to arrive no later than 4:45 p.m.

Presentation Location

Presentations take place in the Council Chambers inside Banning City Hall located at 99 E. Ramsey Street. Parking is available in the Police Department parking lot located at 125 E. Ramsey Street (just off Hays Street) adjacent to the Council Chambers, or in the City Hall parking lot located at the corner of Hays and San Geronio.

Presentation Technical Support

The City has the capability to display PowerPoint (or equivalent) during the presentation. If a PowerPoint is to be used during the presentation:

- The PowerPoint is to be no more than 10 slides with limited text; and
- To be submitted to the City Clerk's Office no later than the Thursday prior to the scheduled Tuesday City Council meeting (2nd and 4th Tuesdays of the month).
 - PowerPoints are subject to editing for appropriateness
 - PowerPoints which do not meet these standards will not be used

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

10/24/17
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Moyer on October 24, 2017, at 4:01 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

OTHERS PRESENT: Rochelle Clayton, Deputy City Manager
Kevin Ennis, City Attorney
Ted Shove, Economic Development Manager
Sonja De La Fuente, Deputy City Clerk

CLOSED SESSION

Mayor Moyer opened the closed session items for public comments. Seeing none, closed public comment.

City Attorney Ennis listed the items on the closed session agenda, which included: 1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1). Hobb vs. City of Banning – Workers Comp Claim Nos. 15-20764 and 15-21967. 2) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1). Hobb vs. City of Banning, et. al. – Fed. Dist. Court Case No. 5:16-cv-01352-AB-JC. 3) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6 Agency designated representative: Deputy City Manager Rochelle Clayton. Employee Organizations: Banning Police Management Association (BPMA), and Part Time Employees. 4) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1). Green Elements Organics vs. City of Banning – Case No. RIC1711410. 5) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8 – Property: 4545 W. Ramsey Street, Banning, California. Agency Negotiator: Alex Diaz, Interim City Manager. Negotiating Parties: Alam Khan, Diamond Hills Chevrolet, Buick, GMC. Under Negotiation: Price and terms of payment for potential loan. 6) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - Public employment pursuant to Government Code Section 54957. Title: City Attorney – Performance Evaluation

The Meeting went into closed session at 4:32 p.m. and reconvened to open session at 5:13 p.m.

ADJOURNMENT

By common consent the meeting adjourned at 5:13 p.m.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

10/24/17
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Moyer on October 24, 2017, at 5:16 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

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

OTHERS PRESENT: Rochelle Clayton, Deputy City Manager
Kevin Ennis, City Attorney
Heidi Meraz, Community Services Director
Patty Nevins, Community Development Director
Art Vela, Public Works Director
Tim Chavez, Fire Battalion Chief
Phil Holder, Police Captain
Ted Shove, Economic Development Manager
Sonja De La Fuente, Deputy City Clerk
Leila Lopez, Office Specialist

The Invocation was given by Police Chaplain Merle Malland. Council Member Don Peterson led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney Ennis indicated there were six items on the Closed Session Agenda, which included: 1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1). Hobb vs. City of Banning – Workers Comp Claim Nos. 15-20764 and 15-21967. 2) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1). Hobb vs. City of Banning, et. al. – Fed. Dist. Court Case No. 5:16-cv-01352-AB-JC. Direction was given to legal counsel. 3) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6 Agency designated representative: Deputy City Manager Rochelle Clayton. Employee Organizations: Banning Police Management Association (BPMA), and Part Time Employees. Direction was given to the City's labor negotiator. 4) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Government Code Section 54956.9(d)(1). Green Elements Organics vs. City of Banning – Case No. RIC1711410. A status report was given. 5) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8 – Property: 4545 W. Ramsey Street, Banning,

California. Agency Negotiator: Alex Diaz, Interim City Manager. Negotiating Parties: Alam Khan, Diamond Hills Chevrolet, Buick, GMC. Under Negotiation: Price and terms of payment for potential loan. Direction was given to the City's negotiator. 6) PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - Public employment pursuant to Government Code Section 54957. Title: City Attorney – Performance Evaluation. Direction was given and the item was concluded.

PUBLIC COMMENTS / CORRESPONDENCE / ANNOUNCEMENTS & REPORTS

PUBLIC COMMENTS

Inge Schuler read a prepared statement. (Exhibit "A")

Ellen Carr informed the Council and public that the Animal Action League would be here November on the 7th and 8th at Repplier Park between the Aquatic Center and the Skate Park. Appointments can be made by calling (760) 366-1100. She reminded everyone that pets are not disposable.

Jerry Westholder shared that he feels Mr. Mason's letter read at the last Council Meeting was harsh and that he thinks he resigned due to incompetence and listed specific related items and projects.

Paul Perkins expressed that would like to see justification for costs when staff presents to the City Council. He would like to see the breakdown for repair vs. replace.

Bob Rochelle announced that he doesn't agree with the council members being bashed except Don Peterson. He shared some of his background including education, experience, and community service. He announced that he is throwing his hat in the ring tonight.

Seeing no further comments, Mayor Moyer closed public comment.

CORRESPONDENCE

The Deputy City Clerk read correspondence from Velma Weitz (Exhibit "B"), Marilyn Miller (Exhibit "C") and Fred Sake Sakurai (Exhibit "D").

ANNOUNCEMENTS & REPORTS

Council Member Franklin reported on the following:

- The 2+2 with the School District met and discussed the number of homeless (foster) youth in group homes. She explained there are 314 homeless with 47 in group homes and 38 are current students. The Mayor published the first article in the local paper.

- The Downtown Ad Hoc Committee received a presentation from Frank Burgess. They will meet next week and do a walking tour of the downtown area.
- Opal Singleton presented on Human Trafficking last week. The City recorded the presentation.
- The Water Alliance meets tomorrow night and the public is welcome. They will be discussing surface ground water management and the Beaumont Basin Water Master.

Council Member Peterson read a prepared statement. (Exhibit "E")

Council Member Welch thanked the competent new staff for manning the Open House on October 17th. He also encouraged everyone to attend the Student of the Month program that is held on the 2nd Wednesday of the Month at 8:00 a.m. at Sizzler.

Mayor Moyer clarified that in regard to the 314 homeless that Council Member Franklin mentioned, it does not mean they are living on the streets and most of them are in a shelter or home, but by definition are classified as homeless.

CITY ATTORNEY REPORT

City Attorney Ennis had nothing to report.

CITY MANAGER REPORT

Deputy City Manager Clayton had nothing to report.

CONSENT ITEMS

1. Minutes – Special Meeting – 10/10/17 (Closed Session)

Recommendation: Approve the Minutes from the October 10, 2017 Special Meeting of the Banning City Council (Closed Session)

2. Minutes – Regular Meeting – 10/10/17

Recommendation: Approve the Minutes from the October 10, 2017 Regular Meeting of the Banning City Council.

3. Accounts Payable/Payroll Warrants Issued in the Month of September 2017

Recommendation: Approve and Ratify the Accounts Payable/Payroll Warrants Issued in the Month of September 2017.

4. Contracts Signed Under the City Manager's Signature Authority

Recommendation: Receive and File the Current List of Contracts Signed Under the City Manager's Signature Authority.

5. Public Works Capital Improvement Project Status

Recommendation: Receive and File Status List of Public Works Capital Improvement Projects.

6. Notice of Completion for Project 2016-04EL, Installation of Warehouse Security System

Recommendation: Accept Project 2016-04EL, Installation of Warehouse Security System as Complete and Authorize the Recording of the Notice of Completion.

Mayor Moyer opened the items for public comment. Seeing none, closed public comment.

Motion Peterson/Welch to approve Consent Items 1 through 6. Motion carried, 5-0.

REPORTS OF OFFICERS

1. Resolution 2017-104 Approving Fiscal Year 2017-2018 Community Development Block Grant Program Project.

Economic Development Manager Shove presented the staff report as contained in the Agenda packet.

Mayor Moyer opened the items for public comment. Seeing none, closed public comment.

Mayor Moyer announced that there were three or four very good applicants for the Community Development Block Grant, but it is a priority of the Council to improve parks and facilities for youth.

Motion Peterson/Andrade to adopt Resolution 2017-104 approving Fiscal Year 2017-2018 Community Development Block Grant Program Project, and authorize staff to submit application to the Riverside County Economic Development Agency. Motion carried, 5-0.

ITEMS FOR FUTURE AGENDAS

1) Workshop on Water Fees (requested by Council Member Franklin)

Council Member Peterson wanted to make people aware that there is vandalism on Ramsey Street in the downtown area, as someone is shooting windows with bb guns. He asked the citizens to be vigilant.

ADJOURNMENT

By common consent the meeting was adjourned 6:11 P.M.

Minutes Prepared by:

Sonja De La Fuente, Deputy City Clerk

These Minutes reflect actions taken by the City Council. The entire discussion of this meeting can be found by visiting the following website: <https://banninglive.viebit.com/player.php?hash=q2JkQu19NebQ> or by requesting a CD or DVD at Banning City Hall located at 99 E. Ramsey Street.

EXHIBIT A

City Council Meeting 24 October 2017

Mayor Moyer, City Council

At the city council meeting on 10 October 2017, when Mayor Moyer chastised me for not having noticed or read the document for the Community Facilities Districts (CFD) Goals and Policies Statement in the agenda packet Section VI, I was actually gobsmacked that the included four page document was the only one to be discussed and adopted. The flimsy generic paper would not cover and address the many aspects encountered by a municipality in considering a Mello-Roos CFD when implementing such a CFD framework.

In a presentation by Rochelle Clayton to the city council meeting of 11 September 2017, it had become apparent that our Deputy City manager was not familiar with the many pitfalls of establishing a Mello-Roos CFD that would be detrimental to the new homeowners, like the increase in percentages of the tax obligations or the 90 day foreclosure provision.

This time around, Madame Clayton enlisted the fire power of the California Statewide Communities Development Authority (CSCDA), represented by the Managing Director James Hamill to push this item through. Gary Hironimus has since pointed out, in an e-mail that is available to every member of the city council, that the claim of a 2% cap on the Mello-Roos tax is NOT a limit, as Mr Hironimus' documentation of the tax rates paid in Beaumont amply proves. Both Mr Hamill and Madame Clayton assured the council that the 2% limit was accurate, actually presenting an alternative fact.

Council member Peterson introduced a 21 page "Policy B-28 Mello-Roos Community Facilities Districts Financing Goals and Policies" of the Council Policy Manual that had been developed by the *ad hoc* committee of council members Art Welch and Don Peterson under the guidance of the Economic Development Manager Ted Shove. This *ad hoc* committee had been established a few months ago. Apparently the majority of the council was unaware of the existence of the 21 page document.

Comparing the two documents in question is like comparing Cliff notes to the actual work of literature, a rather sophomoric practice. Again, Madame Clayton defended the flimsy four page version, pushing for adoption although she was not able to address even some of the issues raised by council members and the public. Council member Welch's question regarding oversight was not even answered. The new city attorney wanted to review the agreement before confirming his approval of the CSCDA document but was ignored. The vote was then rushed through, moved by council member Andrade and seconded by council member Franklin, neither of whom had expressed any knowledge of the 21 page document, and ended 4-1.

In view of the fact that council member Welch was part of the *ad hoc* committee creating our own document, his vote is particularly disappointing and confusing. He indicated no familiarity with the document he contributed to creating. Instead he rather openly focused on Mr Pitassi who was sitting in the back of the audience; Mr Pitassi, representing Diversified pacific and the Rancho San Gorgonio development, clearly indicated approval or disapproval of the motion by nodding or shaking his head. In view of the fact that only the developer benefits from a Mello-Roos CFD, Mr Welch's vote to approve is especially troublesome as he always tearfully proclaims that he only wants "the best for Banning."

The huge tax liability placed on new home owners in Banning , again presented incorrectly by Madame Clayton who is expected to be acting in the interest of the city is unconscionable. I urge the council to reconsider this Resolution 2017-87 at a future city council meeting

Inge Schuler

1030 W Westward Avenue

Banning, CA 92220

EXHIBIT B

2
PROGRESS FINANCIALLY AND
IN ALL ASPECTS AS A GREAT
PLACE TO LIVE & PLAY. SHAME
ON YOU!!!

DEBBIE FRANKLIN - where
is your Apology For allowing
your HUSBAND to MAKE such
A PROFANE STATEMENT AT A
PUBLIC Council Meeting "I'll Boot
him in his ASS" IT'S TIME FOR
you TO GIVE IT UP. ENOUGH IS
ENOUGH.....

TO THE REMAINING THREE

3

Council Members = Summary of
your decisions are NOT in
FAVOR OF THE CITIZENS OF
BANKING. The ~~hate~~ ^{hate}st; spend-
ING FIFTY THOUSAND (\$50,000)
DOLLARS FOR A RIDICULOUS
CONSULTANT TO WATCH OVER
THE SO VERY SUCCESSFUL
MORGAN'S TRIBE'S HAND AS
YOU REPLACE OUR PIPELINE
ON OUR PROPERTY, huckling
FOR NATIVE AMERICAN RELIEF.
HA!! Would They Recognize ^{such} ~~the~~

4

TREASURES IF THEY SHOW
THEM? \$50,000 = WOW!!!

THE FUTURE OF BANNING
COULD BE BRIGHT MINUS THE
FOUR DODGAL MEMBERS RE-
SPONSIBLE FOR SO MANY OUT-
LANDISH DECISIONS -

Velma J. Weitz

W Irwin & Velma (Boots) Weitz
2983 Summer Set Circle
Banning, CA 92220

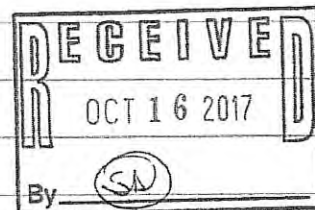


EXHIBIT “C”

Sonja De La Fuente

From: marilyn miller <m1234miller@gmail.com>
Sent: Sunday, October 22, 2017 3:21 PM
To: Sonja De La Fuente
Subject: Correspondence

I would appreciate this being read at the next council meeting:

To The Banning City Council:

I wish to comment about a letter that was read at the last meeting from Banning staff member Fred Mason who had worked for years for a measly \$175,000 per year salary, and then spewed his anger at Mr. Peterson, who apparently has dared to ask the writer questions about his work. The writer cleverly waited until he retired to send this letter, receiving his salary without complaint until that time. I guess I cannot nominate him for consideration as a true profile in courage at this time.

Mr. Peterson is the only Council member to annoy the staff by asking questions such as: is an expenditure absolutely necessary, whether purchases proposed are absolutely necessary, and whether the best vendor had indeed been found.

How could any Council member be interested in such things? Based on the other Council members past performance, is it not their principle job to ride in the stagecoach parade, read a calendar of events that is readily available in the Record Gazette, report the results of their paid committee work for WRCOG, and approve rate increases for our utilities?

Based upon my years of observing the behavior of the other Council members, I would think that the other primary duty and responsibility of the Council members at Council meetings is to assure that our staff members be treated as four star generals, be considered above reproach, and their statements unquestioned. I guess that Mr. Peterson just does not fit the mold of a normal, disinterested, uninformed Council member.

Marilyn Miller
Banning Ca

EXHIBIT “D”

Sonja De La Fuente

From: frp2002@aol.com
Sent: Sunday, October 22, 2017 6:01 PM
To: Sonja De La Fuente
Subject: Letter to be read at the City Council meeting

I guess it was commendable that the current members of the Banning City Council voted to give Mr. David Ellis a second chance to be a productive member of the

Banning Planning Commission. I don't know who was foolish enough to resubmit his

name. Now, based upon his letter in the Record Gazette and the contents therein, it would seem obvious that this second chance was a terrible mistake.

It should be noted that a couple elections ago, Mr. Ellis's wife, Ruth, circulated a very nasty and erroneous flyer regarding council member Debbie Franklin. This flyer and mailing was financed by contributions from Mr. Fields. Fortunately, this attack failed and actually helped to get member Franklin reelected.

Now it seems that Mr. Ellis, despite being granted a second chance with restrictions, used his reappointment to the Planning Commission to attack one of our finer, if not the finest, council members. I think it is time for Mr. Ellis to go down in the city of Banning history as the first, and hopefully only, twice-removed member of the Planning Commission. This should occur as soon as possible, so that his plans that could destroy the city are thwarted before it progresses any further, and any thoughts he might have of running for the City Council are derailed.

Fred Sake Sakurai
Banning, CA

EXHIBIT “E”

At the October 10th City Council Meeting, Electric Utility Director Fred Mason submitted a Letter of his Expression to the City Clerk, that was to be read during the Open session. I would like to thank Fred for doing so.

By submitting his letter, it affords me the opportunity to remind the public where we are today as a City, and how we got to this point.

However, before I go any further, I would like to wish Fred Mason and his Husband Good Luck in their new business, and I hope that he and his husband enjoy their retirements to the fullest.

When I was elected in 2012, my campaign platform was Fiscal Responsibility and Transparency. Pictured on my campaign flyers were photos and captions of: The Haven \$1.2 million loss, San Geronio Inn \$2.85 million loss, Art Gallery \$850k wasted, Banning Cultural Alliance \$1.4 million loss, and this is just the tip of the Ice Berg. There is still the Court House, All-Star Dodge, Banning Business Center and the list goes on and on, for wasted funds.

One has to ask; how did this happen? Well, it all started in 2005 when Art Welch was on the Council. At that time, the City Council executed an illegal Water Bond for \$37 million without voter approval and ignoring the requirements of Prop 218. In 2008, Councilwoman Debbie Franklin voted to spend the Water Bond money on a Police Building, and other non-related water projects.

Beginning in 2005 and until 2012, the various elected Council Members floated an unbelievable \$115 million dollars of Bond debt for the Citizens of Banning. For a City with only 30,000 people this is REALLY OUTRAGEOUS.....

On November 8th, 2011, then City Manager Andy Takata stood before City Council members that included Debbie Franklin, and gave a Staff Report regarding an oil spill that will cost the city \$1,809,791.00 for cleanup.

During Takata's report he is quoted as saying: " In order to make sure we were not being over-charged. We hired actually a staff from EKI consultants to do a technical review of all the bills. After they reviewed it they found that basically that's the cost."

At the conclusion of Takata's report, not one Council member, including Debbie Franklin had one question to ask, and they approved the \$1,809,791.00 bill in record time: 4 minutes and 11 seconds.

Now, what is wrong with this picture? Had one council member asked for the Consultants Report, they would have learned that EKI recommended that the City NOT pay the bill. As EKI found double billing and fraudulent invoices. Again, not one Councilmember questioned Staff. Which was a HUGE MISTAKE and detrimental to the public. Once again, Staff led the Council up that well known creek without a paddle.

Let me tell you about another frequent practice that has been going on in this City for years, and the previous Councils has never said a word, it's called: Contract Splitting, which is illegal and violates the City's Policy's. The purpose of splitting a contract is to avoid going through the Formal Bidding Process, and to award a contract to one of your friends. Often this ends with Kick Backs coming back to the person who awarded the contract.

All though I suspected Contract Splitting was occurring in our City, I could not prove it. Until one day during a Council meeting I began to relentlessly question one of our Directors about a Contract.

After several minutes of tough questions, it was learned that the Director was splitting contracts to avoid the process. This practice has been stopped and procedures have been put in place to insure this no longer happens.

Let me tell you about the Director that allowed a Commercial Bee Keeper to run his business on City Property. The Director did not require the Bee Keeper to get an encroachment permit through the City, nor have a City Business License or provide insurance. Not only did the Director provide him with land, the Director also gave him free water, and a tool to access the Fire Hydrants so he could provide water for his bees.

I found out about this illegal business from a resident whose livestock and animals were being attacked and stung by swarms of bees. Finally, after two years of complaints to the City, which fell on deaf ears, the Bee Keeper was evicted from the property. During the investigation, it was learned that the Bee Keeper had been dealing with this Director and receiving free land and water for almost 20 years. The Bee Keeper never admitted to a cash exchange, but did admit to providing cases of honey to the individual. Another illegal situation that was stopped by gathering information and asking questions.

I questioned another Director about an exorbitant number of Internal Affairs Investigations totaling more than \$700k. I found this expense wasteful and ridiculous to spend this much money on investigations for a 27-man Police Department. Of course, this ridiculous expense led to other issues, including over-time, take home vehicles, etc. Nevertheless, the wild and out of control spending has stopped in this Department.

And, how about the Director who brings what is supposed to be a Professionally prepared legal document called a: Mitigated Negative Declaration to council for approval. The problem? The document was not prepared for the City of Banning, it was prepared for the City of Jurupa. Now, I understand the purpose for Templates and plagiarism. But do not bring me a document that displays the name of another city and refers to landmarks not in our City, and expect me to approve it. My expectations and standards are higher than that.

Oh, and how about the Interim City Manager that attempted to award himself a \$30,000.00 exit bonus? Once again, by reading the Staff Report and not believing what Staff says is gospel, another scheme was uncovered.

Let's not forget about the Good Ol' Boy Hand Shake deal with the Chamber of Commerce to the tune of \$45k of gifted taxpayer money. Unfortunately, the Taxpayer took in the shorts for \$30k on this one. Not only did I make this issue public, but I filed a Grand Jury Complaint. It should be noted that between 2011 and 2014 there were two Grand Jury Investigations regarding Malfeasance in this City. This first Grand Jury Investigation centered around the Banning Cultural Alliance and the \$1.4 million dollars the City Council gave them.

And, there is the Sun Lakes Water Debacle. The City never billed Sun Lakes for water totaling \$227,077.36. Unfortunately for the people outside of Sun Lakes, the bill was settled for less than half of the total amount. Nevertheless, because of my researching, reading, and tough questioning, this is another case that I brought in to the light.

What about the illegal changing of the contract for: The Village at Paseo San Gorgonio. It was proven that a former City Manager changed the contract between the City and Art Pearlman without Council approval.

The City Manager changed the approved Hotel to a non-approved County Parole/Probation Office. Thank God this project failed, and hopefully something nice will be built there. Once again, because of my researching, reading and thorough questioning the truth came out.

Also, within the last couple of years, Electric Director Fred Mason brought before Council and estimate for an Electrical Warehouse of over \$7 million dollars. After some tough and rigorous questioning by Councilmember Ed Miller, Councilman Miller suggested that Fred Mason seek out new bids for the project using "Value Engineering", which Mason agreed to do.

When Fred Mason brought the new bids before Council, there was an astounding and shocking savings of over \$3million dollars. Again, Councilman Miller's research, reading and relentless questioning saved the taxpayers millions of dollars.

In this same warehouse, a Private Gym was constructed and built using Taxpayer Funds. Nowhere in the plans for this building was there ever a request for a gym. Besides myself, Councilmembers Moyer, Welch, Miller never knew anything about the construction of a Private Gym. This was one of those things that slid by council, and it slid by because the cost of the equipment was less than \$25,000.00. Had the cost exceeded \$25,000.00, the expenditure would have needed Council approval.

Then we have the Smart Meters to NO WHERE. This enormous and million-dollar expense is about as asinine as the Purple Pipe to No Where. Fred Mason sold the Council and the Public on Smart Meters, and after his presentation, the entire Council was on-board and approved his project.

However, the entire council fell victim to an excellent Snake Oil Salesman. The problem is: Fred Mason told Council only what they needed to hear, and this has been the culture of Staff since I have been elected. So, if you do not ask questions, you will be buying a pig with a poke. Which has been proved time and time again. In this case, the Smart Meter is only a portion of the project. There are cell towers to be built, computers and software to buy, and many other expenses before the Smart Meters are activated.

So, until then, keep looking for 34-day billing cycles. Unfortunately, Staff won this round, because Council was asleep.

Fred Mason has brought other projects to council that has not always turned in his favor. For instance, Fred Mason wanted to purchase a piece of property for \$150k, in what Fred Mason called a great deal. I researched the property and was told that the property was purchased a year earlier for \$35,000.00.

The owner then borrowed against the property and had encumbered new loans for \$75,000.00. Furthermore, an appraisal of the property came in at \$75,000.00. Yet Fred wanted us to write a check for \$150,000.00. Again, research, reading and questioning saved the Taxpayers thousands, as we bought the property for \$75k. Saving 50% of what Fred Mason wanted to spend.

When I was first elected, I was called in to the City Manager's office for a meeting. I was told that, I needed to submit my questions to Staff prior to the Council meetings. That way, Staff would have time to answer the questions, and not be caught off guard.

So, you see folks, the Council meetings used to be a rehearsed dog and pony show. That's why there was never any anger, political discourse, ill will, or arguing. Let's face it, everything was an act and staged. In fact, to this day, Debbie still submits questions to staff. For every question Debbie asks, she already knows the answer. Personally, I do not see the point.

I feel that Directors are responsible for the content in their prepared and approved Staff report. If they performed their research, read and understand the content then they should be able to defend and explain their Staff Report.

Since 2002, being elected to the City Council earned you a key to the Social Elite Club, it was not about working for the people, if it did, the City would have never suffered the debt that it has.

Staff never expected the Council to read the Agenda, and for the most part they didn't. Councilmembers relied on the City Manager to explain the agenda to them, and answer any questions they have.

This is the reason that in prior years every Staff report got kudos and accolades. Had the reports been challenged, we would not be where we are today.

In some ways, I don't blame the Old Timer Staff for being shocked, and rebellious, as now they are being challenged. Old Staff had been used to having everything sail through Council without a problem, and Councilmembers couldn't wait to finish with the meetings, because they had a ribbon cutting ceremony to go to.

The problem here is, for too many years the Old Staff has treated Council like Mushrooms. You know, keep them in the dark and feed them manure

Well, it doesn't work that way anymore. In today's world, if Staff wants the Council to approve an item, then Staff must provide all the information.

I believe, when we have employees making a salary more than \$150k per year, they better be putting out some quality and professional work. Instead, we have had Staff members making over \$150k per year, that are concentrating on doing the least they can, and whining because they must do more.

Fred Mason was the last of the Old Staff, and I am confident that the City will be far better off without the likes of Fred Mason.

Many People have said that, "Peterson is out to destroy the City". Well folks, those Councilmembers and Staff Members that have left, have done a damn good job of it already. And, if I wanted to see the final blow to the City, I would just sit back and watch it happen, instead of fighting for what is right.

With Alex Diaz as City Manager, Art Vela as Public Works Director, Heidi Meraz, as Parks and Transportation Director, ~~Patty Nevins~~ ^{AND TED SHOVELS AS EDA} as our Planning Director, I feel the City is in good hands, and they will be moving the city forward.

Once again, I would like to thank Fred for this opportunity to expose the system for what it is, and Fred Mason for being a part of that system.

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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: November 14, 2017

SUBJECT: Receive and File – Update on Owner Participation Agreement
By and Between the Community Redevelopment Agency of the
City of Banning and Ramsey Villa, LLC / Fred Lawson

RECOMMENDED ACTION:

Receive and file update on Owner Participation Agreement by and between the Community Redevelopment Agency of the City of Banning and Ramsey Villa, LLC / Fred Lawson.

BACKGROUND:

Upon direction from the City Council, staff has prepared an update to the disposition of an Owner Participation Agreement ("Agreement") by and between the Community Redevelopment Agency of the City of Banning and Ramsey Villa, LLC / Fred Lawson ("Ramsey Villa"), dated March 21, 2011 (Attachment 1). The agreement was originally made to fund improvements to the buildings outer façade, including new stucco finish, windows and doors, parapet walls with crown molding, and other site improvements. The agreement was originally approved for an amount not to exceed \$230,000, with the funding being fully forgiven over the period of five years from execution. To date, the City's financial reporting system has record of expending \$189,264.60 of the maximum \$230,000 dollars.

During construction, the owner experienced difficulties in both completing construction timely and leasing all units. The facility currently maintains 22 apartments, previously converted from hotel rooms, and a small commercial space on the ground floor approximately 2,000 square feet. The commercial space was supposed to be built out for a restaurant. However, during the first of three amendments to the Agreement, the

language was revised to include leasing for either a restaurant or retail tenant, by December 12, 2012. A Certificate of Occupancy was issued on November 29, 2012 (Attachment 3).

On November 13, 2012, the Successor Agency of the City of Banning and the Housing Authority approved a second amend to the Agreement (Attachment 1) modifying the leasing for the apartments, such that 80% of the units are leased by March 31, 2013 and full occupancy is achieved by June 30, 2013. In addition, the amendment provided for a signed lease for the commercial space by September 30, 2013 with tenant improvements completed within 30 days of signed lease.

There are no records to suggest that internal compliance monitoring was completed for this Agreement. Therefore, staff has requested leasing records from the property owner to verify compliance for previous years.

The project was granted a third amendment, which was approved on January 23, 2014 (Minutes – Attachment 2) reset the date for when the owner was required to complete leasing for the apartments and commercial space. The date for completing leasing was set for December 31, 2014. All construction was completed within the Agreement and subsequent amendments. Staff conducted a records business license research and noted a photography studio was licensed for use in the commercial space since January 2015.

The owner is complying with both the maintenance and marketing of the property (both apartments and commercial space). As of November 6th, 2017, the facility has 20 of the 22 apartment units leased, with the commercial space currently vacant (but previously leased as recently as 2015-16).

FISCAL IMPACT:

None.

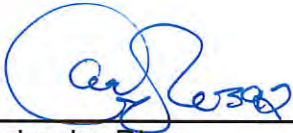
OPTIONS:

1. Receive and file.

ATTACHMENTS:

1. Oversight Board to the Successor Agency Staff Report, dated January 23, 2014 with original Façade Improvement Agreement and three amendments.
2. Minutes from Oversight Board to the Successor Agency, dated February 27, 2014.
3. Certificate of Occupancy, dated November 29, 2012.

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Oversight Board to the Successor Agency Staff Report, dated January 23, 2014 with original Façade Improvement Agreement and three amendments

AGENDA
(REGULAR MEETING)
OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
OF THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
BANNING

Large Conference Room
Banning City Hall
99 E. Ramsey Street, Banning, California

Thursday, February 27, 2014
9:00 A.M. – 10:00 A.M.

CALL TO ORDER 9:00 A.M.

Large Conference Room

ROLL CALL

BOARD CHAIR JEFF DAVIS

BOARD MEMBER ART WELCH

BOARD MEMBER BRIAN GUILLOT

BOARD MEMBER STEVE HERNANDEZ

BOARD MEMBER DON SMITH

BOARD MEMBER BILL SPIRES

BOARD MEMBER MIKE WILLIAMS

ORAL COMMUNICATIONS

The public may at this time address the members of the Oversight Board on any matters within the jurisdiction of the Oversight Board, regardless of whether such matter is on or not on the Agenda. No action may be taken on off-Agenda items except as authorized by law. Speakers are required to limit their comments to no more than three minutes each. A thirty-minute time limit is placed on this section. Usually, any items received under this heading are referred to staff or future study, research, completion and/or future Oversight Board Action. (PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.)

NEW BUSINESS

1. APPROVAL OF THE MINUTES – REGULAR MEETING OF JANUARY 23, 2014

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing in the following Agenda. Supporting documents, including staff reports, are available for review in the City Clerk's office. Oversight Board agenda/minutes are available at www.ci.banning.ca.us.

2. ELECTION OF THE CHAIR AND VICE CHAIR FOR THE BANNING OVERSIGHT BOARD
3. ADOPTION OF RESOLUTION NO. 2014-04 OB APPROVING THE ESTABLISHMENT OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY THROUGH DECEMBER 2014

STANDING ITEMS

4. RECEIVE AND FILE COPIES OF SUCCESSOR AGENCY ITEMS SINCE THE JANUARY 23, 2014 OVERSIGHT BOARD MEETING
5. DEPARTMENT OF FINANCE INQUIRES SINCE THE JANUARY 23, 2014 OVERSIGHT BOARD MEETING

BOARD MEMBER COMMENTS

ITEMS FOR FUTURE OVERSIGHT BOARD AGENDAS

- Long-Range Property Management Plan language revision for Site No. 4 & 5 (Future Development Sites).

ADJOURNMENT

The next Regular Meeting of the Banning Oversight Board will be scheduled Thursday, March 27, 2014, at 9:00a.m.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 20th day of February, 2014.

Marie Calderon, City Clerk as Secretary
to the Banning Oversight Board

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

NOTICE: Any member of the public may address this meeting of the Banning Oversight Board on any item appearing on the agenda by raising their hand in the Large Conference Room of Banning City Hall 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 three-minute limitation shall apply to each member of the public, unless such time is extended by the Chair and Board. No member of the public shall be permitted to "share" his/her three minutes with any other member of the public.

Any member of the public may address this meeting of the Chair and Board 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 Chair and Board may act. A three-minute limitation shall apply to each member of the public, unless such time is extended by the Chair and Board. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to "share" his/her three minutes with any other member of the public. The Chair and Board 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 Chair and Board. However, no other action shall be taken, nor discussion held by the Chair and Board 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, YOU SHOULD CONTACT THE OFFICE OF THE CITY OF BANNING CITY CLERK AT (951) 922-3102. NOTIFICATION BY NOON ON TUESDAY, FEBRUARY 25th, 2014, WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ASSURE ACCESSIBILITY TO THIS MEETING.

MINUTES
OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
BANNING, CALIFORNIA

01/23/14
REGULAR MEETING

A regular meeting of the Oversight Board to the Successor Agency of the Dissolved Community Redevelopment Agency of the City of Banning was called to order by Chairman Davis on January 23, 2014 at 9:02 a.m. at the Banning Civic Center Large Conference Room, 99 E. Ramsey Street, Banning, California.

BOARD MEMBERS PRESENT: Chairman Davis
Boardmember Guillot
Boardmember Smith
Boardmember Spires
Boardmember Welch
Boardmember Williams

BOARD MEMBERS ABSENT: Boardmember Hernandez

OTHERS PRESENT: June Overholt, Acting City Manager *(arrived at 9:04 a.m.)*
Bill Manis, Economic Development Director
Lona Laymon, Assistant City Attorney *(arrived at 9:11 a.m.)*
Marie A. Calderon, Secretary

The Board introduced themselves to new Boardmember Art Welch who was recently appointed by Mayor Franklin representing the Banning City Council.

ORAL COMMUNICATIONS

There were none.

NEW BUSINESS

1. Approval of Minutes – Regular Meeting of October 24, 2013

Motion Williams/Spires to approve the minutes of the Regular Meeting of October 24, 2013. Motion carried by the following roll call vote:

Board Chair Davis: Aye
Boardmember Welch: Abstain
Boardmember Guillot: Aye
Boardmember Hernandez: Absent
Boardmember Smith: Aye
Boardmember Spires: Aye
Boardmember Williams: Aye

2. Adoption of Resolution No. 2014-01 OB, Amending Resolution No. 2012-02 OB, Section 2, Establishing a Revised Regular Meeting Time for Oversight Board Meetings.

Motion Smith/Welch to adopt Resolution No. 2014-01 OB. Motion carried by the following roll call vote:

Board Chair Davis: Aye
Boardmember Welch: Aye
Boardmember Guillot: Aye
Boardmember Hernandez: Absent
Boardmember Smith: Aye
Boardmember Spires: Aye
Boardmember Williams: Aye

3. Adoption of Resolution No. 2014-02 OB, Approving a Third Amendment to the Façade Improvement Agreement with Ramsey Villa, LLC, for Property Located at 225 W. Ramsey Street, Banning, California (APN 540-166-001).

Director Manis gave the staff report on this item. The owner of Ramsey Villa, Fred Lawson, was in attendance to answer questions and comment on his units and commercial space.

There was Board questions and discussion.

Attorney Laymon said for the record as a housekeeping matter the resolution states that the Third Amendment is Exhibit A, and actually it is not, it is actually Attachment 6, Exhibit E.

Motion Williams/Spires to adopt Resolution No. 2014-02 OB with the corrections as stated by the Attorney. Motion carried by the following roll call vote:

Board Chair Davis: Aye
Boardmember Welch: Aye
Boardmember Guillot: Aye
Boardmember Hernandez: Absent
Boardmember Smith: Aye
Boardmember Spires: Aye
Boardmember Williams: Aye

4. Adoption of Resolution No. 2014-03 OB, Approving the Sale of That Property located at 2301 W. Ramsey Street, Banning, California, to Coyne Motorsports.

Director Manis gave the staff report on this item. There was a lengthy discussion of this matter by the Board and various questions were asked.

A question arose in regards to a potential conflict of interest with Boardmember Guillot since he is involved in this matter at a staff level with the City of Banning. Attorney Laymon responded and found that there was no conflict.

Motion Welch/Williams to adopt Resolution No. 2014-03 OB. Motion carried by the following roll call vote:

Board Chair Davis: Aye
Boardmember Welch: Aye
Boardmember Guillot: Aye
Boardmember Hernandez: Absent
Boardmember Smith: Aye
Boardmember Spires: Aye
Boardmember Williams: Aye

STANDING ITEMS

5. Receive and File Copies of Successor Agency Items Since the October 24, 2013 Oversight Board Meeting.

There was none.

6. Department of Finance Inquires Since the October 24, 2013 Oversight Board Meeting.

The Board received and filed the summary of the Department of Finance inquires since the previous Board meeting of October 24, 2013.

BOARD MEMBER COMMENTS

Boardmember Welch said thanked everyone for what they have done and hopes that he will be able contribute as we go along.

Boardmember Spires thanked staff for the wonderful job they do and said he likes to read his materials in advance of the meeting and would prefer that anything that is handed out at the meeting be provided in the agenda packet if possible.

Chair Davis and Boardmember Spires commented on what other Oversight Boards go through with controversy and such but here in Banning we work as a team.

ITEMS FOR FUTURE OVERSIGHT BOARD AGENDAS

- ROPS 2014-15A (February/March 2014)

Director Manis said the approval of the ROPS at the Successor Agency level is scheduled for February 11th and then scheduled for Oversight Board action at their regular meeting of February 27th.

ADJOURNMENT

By common consent the meeting adjourned at 10:04 a.m.

Marie A. Calderon, Secretary
Oversight Board to the Successor Agency
of the Dissolved CRA
City of Banning, California

ATTACHMENT 2

Minutes from Oversight Board to the Successor Agency, dated February 27, 2014

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
BANNING**

AGENDA REPORT

TO: Chairman and Members of the Banning Oversight Board
FROM: Zai Abu Bakar, Community Development Director
MEETING OF: January 23, 2014
SUBJECT: A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, CALIFORNIA, APPROVING A THIRD AMENDMENT TO THE FAÇADE IMPROVEMENT AGREEMENT WITH RAMSEY VILLA, LLC. FOR PROPERTY LOCATED AT 225 W. RAMSEY STREET, BANNING, CALIFORNIA (APN 540-166-001)

RECOMMENDATION:

That the Banning Oversight Board adopt Resolution No. 2014-02 OB approving the Third Amendment to the Façade Improvement Agreement to allow the owner, Ramsey Villa, LLC., to fully lease the apartments and the commercial space located at 225 W. Ramsey Street by December 31, 2014.

Owner's Request

The Owner has faced significant difficulty in leasing the apartments and the commercial space to a restaurant operator due the uniquely depressed current economic conditions. The apartments are 50% leased (11 out of 22 units). Attached is the letter dated December 16, 2013, from Fred Lawson, the President of Ramsey Villa, LLC (Exhibit "A") requesting a one-year extension. (or by December 31, 2014) to fully lease the apartments and the commercial space. Ramsey Villa is hopeful that with the courthouse opening, the apartments and the commercial space will be fully leased in one year.

BACKGROUND:

Original and Amended Agreements

The following provides a brief history of the Original Agreement and First and Second Amendments. On March 21, 2011, Ramsey Villa, LLC. entered into a Façade Improvement Agreement (the "Original Agreement") with the Banning Community Redevelopment Agency ("Former RDA"). The original agreement is attached as (Exhibit "B"). The former RDA provided financial assistance in the amount of \$230,000.00 to the owner for a Façade Improvement on property located at 225 W. Ramsey Street commonly known as the Banning Hotel. The source of the financial assistance is from the 2007 bond proceeds.

The Original Agreement provides for operative provisions which includes, but is not limited to, completion of the project within 90 days of the date of the Original Agreement and leasing of

the commercial space on the first floor of the building to a restaurant operator prior to occupancy of the building.

On December 13, 2011, the former RDA approved a First Amendment (Exhibit "C") to the Original Agreement ("First Amendment") to allow the Owner time to complete renovation of the apartments and the parking lot and lease the apartment units once the City issued a certificate of occupancy, and lease the commercial space to a restaurant or a retail tenant by December 13, 2012.

On November 13, 2012 the Successor Agency and/or Housing Authority approved a Second Amendment (Exhibit "D") to the Original Agreement ("Second Amendment") that required the Owner to complete leasing 80% of the apartments units by March 31, 2013 and 100% by June 30, 2013. In addition, the Second Amendment required the Owner to sign a lease agreement with a restaurant owner or retail tenant by September 30, 2013, and complete the kitchen renovation within 90 days of the signing of the lease with such restaurant or retail tenant on or by December 31, 2013.


Approval of a Third Amendment to the Agreement

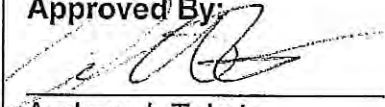
Under the terms of the Second Amendment to the Agreement, the City Manager is authorized to extend the contract provided that there is good cause. The developer is making good faith efforts to lease 11 out of 22 apartments (50%) and continue to negotiate with Smooth Transition, Inc. to open a vocational training school and a restaurant for the culinary arts within the commercial space.

This Third Amendment (Exhibit "E") is approved by the City Manager based on the current economic conditions and the owner's good faith efforts in marketing/leasing the apartments and the commercial space through a local realtor, Banning Realty. The depressed economic condition has made it difficult for property owners, renters, and businesses to rent or lease their buildings in Banning because the job market is far removed from the urbanized area of Riverside or Palm Springs.

FISCAL DATA:

There is no cost associated with approving the recommended action.

Recommended By:

Zai Abu Bakar
Community Development Director

Approved By:

Andrew J. Takata
City Manager

Attachments:

1. Resolution No. 2014-02 OB
2. Exhibit "A" Request letter from Ramsey Villa LLC
3. Exhibit "B" Original Façade Improvement Agreement
4. Exhibit "C" First Amendment to the Agreement
5. Exhibit "D" Second Amendment to the Agreement
6. Exhibit "E" Third Amendment

Attachment 1
Resolution No. 2014-02 OB

RESOLUTION NO. 2014-02 OB

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, CALIFORNIA, APPROVING A THIRD AMENDMENT TO THE FAÇADE IMPROVEMENT AGREEMENT WITH RAMSEY VILLA, LLC., FOR PROPERTY LOCATED AT 225 W. RAMSEY STREET, BANNING, CALIFORNIA (APN 540-166-001)

WHEREAS, On March 21, 2011, the Ramsey Villa, LLC., entered into a Façade Improvement Agreement (the "Original Agreement") with the Banning Community Redevelopment Agency ("Former RDA") and is incorporated herein by reference; and

WHEREAS, the former RDA provided financial assistance in the amount of \$230,000.00 to Ramsey Villa, LLC., for a Façade and Interior Improvement on property located at 225 W. Ramsey Street, Banning, California, commonly known as the Banning Hotel; and

WHEREAS, on December 13, 2011, the former RDA approved a First Amendment to the Original Agreement ("First Amendment"), which is incorporated herein by reference, to allow the Owner time to complete renovation of the apartments and the parking lot and lease the apartment units once the City issued a certificate of occupancy, and lease the commercial space to a restaurant or a retail tenant by December 13, 2012.; and

WHEREAS, on November 13, 2012 the Successor Agency and/or Housing Authority approved a Second Amendment to the Original Agreement ("Second Amendment"), which is incorporated herein by reference, that required the Owner to complete leasing 80% of the apartments units by March 31, 2013 and 100% by June 30, 2013. In addition, the Second Amendment required the Owner to sign a lease agreement with a restaurant owner or retail tenant by September 30, 2013, and complete the kitchen renovation within 90 days of the signing of the lease with such restaurant or retail tenant or by December 31, 2013; and

WHEREAS, on December 16, 2013, Ramsey Villa, LLC., requested a one-year extension to December 31, 2014, which is incorporated herein by reference, to complete leasing of the apartments and the commercial space; and

WHEREAS, legal staff reviewed the proposed agreement for appropriateness, correctness and legal compliance and has approved the Third Amended agreement; and

WHEREAS, the City Manager has approved the Third Amendment based on the current economic conditions and the owner's good faith efforts in marketing/leasing the apartments and the commercial space through a local realtor, Banning Realty. The depressed economic condition has made it difficult for property owners, renters,

and businesses to rent or lease their buildings in Banning because the job market is far removed from the urbanized area of Riverside or Palm Springs; and

WHEREAS, the Oversight Board is requested to review and approve the Third Amendment; and

WHEREAS, the Oversight Board has reviewed the staff report on January 23, 2014, and took testimony of the matter.

NOW, THEREFORE, BE IT RESOLVED that the Oversight Board as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Approve the Third Amendment to the Façade Agreement for Ramsey Villa, LLC., herein as attached in Exhibit "A".

SECTION 3. The authorization granted herein shall become void if the Agreement is not executed by all parties within 90 days of the date of this resolution.

PASSED AND ADOPTED by the Oversight Board at a Regular Meeting held on the 23rd day of January 2014.

Jeff Davis, Chair
Banning Oversight Board

ATTEST:

Marie A. Calderon
Secretary to the Oversight Board

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, sitting as the Secretary to the Banning Oversight Board, do hereby certify that Resolution No. 2014-02 OB was duly adopted by the Oversight Board of the City of Banning, California at a Regular Meeting held on the 23rd day of January 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

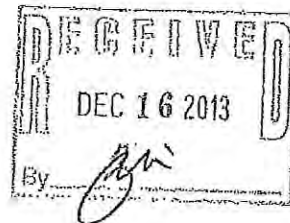
Marie A. Calderon, Secretary to the Oversight Board
City of Banning, California

Attachment 2
Exhibit "A" – Request Letter from Ramsey Villa LLC

RAMSEY VILLA APARTMENTS
225 W. RAMSEY STREET BANNING CA, 92220
(310) 516-6585

December 16th 2013

City of Banning
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220



RE: Façade Agreement for 225 Ramsey Street

Dear Mrs. Abu Baker,

This letter is to serve as a status report concerning the Ramsey Villa apartments. We are at 50 percent occupancy thru December 1st 2013. Our agreement with the Community development of Banning is to have 80% percent occupancy by the end of 2013.

Over the last year we have showed the property to 78 perspective applicants and have had 36 applicants to apply. Out of the 36 applicants, 15 applicants were approved but only 11 applicants accepted the one year lease and conditions. Furthermore, due to downsize of the economy and the city of Banning not having a strong job market were major contributing factors in us being unable to lease out all the units. Now that the market appears to have stronger economic base, we believe in 2014 will be a stronger job market that will allow us to obtain at least 80% occupancy and the leasing of the commercial space.

Below is a list of items that have also contributed to the project at Ramsey Villa being at only 50 percent occupancy.

1. These units are all non-smoking, one bedroom apartments, that doesn't allow pets and isn't appealing to a family with kids but rather a single person. Due to the apartment restrictions and credit requirements it has caused a limited amount of applicants to apply for the units or to even qualify. We hired Banning Realty in January 2013 as the property management and leasing

agent. They have worked diligently to find applicants to get the units occupied. We have ran numerous advertisements via local movie theater, local newspaper, Veterans Administration in the Inland Empire and online. These advertisement efforts are continuous until we are at full occupancy. We are hoping that the opening of the new court house in Banning will be a great advantage to get all the units leased by the end of 2014.

2. Concerning the commercial space, we are in negotiation with Smooth Transition Inc., they are a Vocational training School for the Culinary Arts. We are planning to have a contract with them by the end of March 2014, which will be a 5 year lease with a 5 year option. There goal is to open a training center and restaurant that will serve the community of Banning and the Inland Empire.

We are requesting a 1 year extension to reach the original obligation we agreed too. This extension would be beneficial to the City of Banning and to Ramsey Villa.

As you are aware, we have invested over a million dollars in the purchase and development of this project. We sincerely appreciate your consideration regarding our request for the 1 year extension so we can meet our obligations.

Sincerely,



Fred Lawson

President

Attachment 3
Exhibit "B" Original Façade Improvement Agreement

FAÇADE IMPROVEMENT AGREEMENT

225 W. Ramsey Street, Banning, CA

by and between

the

**COMMUNITY REDEVELOPMENT AGENCY
OF THE
CITY OF BANNING**

and

RAMSEY VILLA LLC/FRED LAWSON

Dated March 21, 2011

FACADE IMPROVEMENT AGREEMENT

225 W. Ramsey Street, Banning, California

This Façade Improvement Agreement ("Agreement") is hereby entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, a public body, corporate and politic ("Agency"), and Ramsey Villa LLC/Fred Lawson, ("Owner") as follows:

RECITALS

A. The Redevelopment Plan for the Downtown and Midway Redevelopment Project Areas was adopted on December 10, 2008 and has as its primary goal the alleviation of blight by revitalizing the area by improving the aesthetic appearance and design quality of existing commercial structures in a manner consistent with the architectural character and heritage of the area. This Agreement serves to implement this goal by providing for the installation of the Façade Improvements, described herein, to a qualifying commercial structure under the terms and conditions of this Agreement.

B. Owner is the owner of that certain real property, including all buildings and structures situated thereon, located at 225 W. Ramsey Street, in the City of Banning, County of Riverside, California, commonly known as Assessor's Parcel Number 540-166-001-1 ("Site"), as more particularly described in the "Legal Description of Site" attached hereto and incorporated herein by reference as Attachment "A." Owner and Agency desire to enter into this Agreement to set forth the terms and conditions of: Owner's construction, installation, and maintenance of the Façade Improvements; and Agency's grant of funds to Owner pursuant to the conditions precedent set forth in this Agreement.

C. At a duly-noticed public meeting held on January 25, 2011, the governing board of the Agency, by a majority vote of its members, approved this Agreement providing for design, approval, and installation of the Façade Improvements, and authorized the Agency's Executive Director to execute this Agreement. After consideration of the entire record before it, the governing board of the Agency determined that this Agreement and the proposed project was in conformity with the Redevelopment Plan and that the Agreement was categorically exempt from the California Environmental Quality Act under 14 Cal. Code Regs. § 15301 [Existing Facilities], 14 Cal. Code Regs. § 15302 [Replacement or Reconstruction], and 14 Cal. Code Regs. § 15331 [Historical Resource Restoration/Reconstruction].

D. Under the Program Guidelines, an applicant must adequately demonstrate that the Site will continue to be used for commercial purposes; that commercial use of the Site is authorized by the City's adopted zoning ordinance; that the proposed improvements will physically improve the appearance of the Site; that the proposed improvements will increase the economic vitality and viability of the Site; and that the proposed improvements will contribute substantially to downtown revitalization. This project meets said criteria because the Site will continue to be used for commercial purposes; commercial use of the Site is authorized by the City's adopted zoning ordinance; the proposed improvements will physically improve the appearance of the Site; the proposed improvements will increase the economic vitality and viability of the Site; and the proposed improvements will contribute substantially to downtown revitalization.

OPERATIVE PROVISIONS

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

ARTICLE 1 - FAÇADE IMPROVEMENTS

1.1 **Scope of Improvements.** For the purpose of this Agreement, "Façade Improvements" shall mean that work and improvement made to the buildings' outer façades, which generally includes new cat face stucco finish, new windows and doors, parapet walls with crown molding, and site improvements, as agreed upon by the Agency and Owner, and described in the "Scope of Work" attached hereto and incorporated herein by this reference as Exhibit B and which shall be referred to as the "Work" herein, all of which Work shall be carried out and completed by Owner. The specific Façade Improvements which are the subject of this Agreement shall be described and/or depicted in drawings, plans, and specifications (the "Project Plans"), which are attached hereto and incorporated herein by this reference.

1.1.1 **Representative of Owner.** Fred Lawson is hereby designated as being the principal and representative of Owner authorized to act in its behalf with respect to the Work specified herein and make all decisions in connection therewith.

1.1.2 **Contract Officer.** Dirk Voss is hereby designated as being the representative the Agency authorized to act in its behalf with respect to the Work specified herein and make all decisions in connection therewith ("Contract Officer"). The Executive Director of Agency shall have the right to designate another Contract Officer by providing written notice to Owner.

1.2 **Conditions Precedent.** The Agency shall have no obligation to deliver the assistance provided for herein unless and until Owner has done all of the following:

- (a) Prepared fully detailed Project Plans;
- (b) Delivered a lender title report (the "Title Report") to Agency showing all interests that could ripen into a fee and showing that the Site will provide adequate security for the Promissory Note;
- (c) Obtained all of the permits and approvals required by the City;
- (d) Completed Environmental Review, and the parties have agreed upon the conditions of approval and mitigation measures imposed, if any;
- (e) The Regulatory Agreement has been fully executed and recorded;
- (f) The Certificates of Insurance have been delivered to Agency;
- (g) Owner has obtained a binding bid from a qualified contractor;
- (h) The Project Budget has been certified by the project Architect and Contractor;

- (i) Executed a Promissory Note in favor of the Agency; and
- (j) Cause each tenant with a leasehold interest in the Site to execute a separate indemnity and release agreement in favor of the Agency and the City in form and substance satisfactory to the Agency, as determined in the Executive Director's sole and absolute discretion.

Prior to obtaining a building permit, each Party shall have the express right to terminate the Agreement in the event that any mitigation measures under the California Environmental Quality Act ("CEQA"), or any of the conditions of approval, to be imposed on the permits and approvals required for the Façade Improvement are reasonably unacceptable to the objecting party.

1.3 **Permits & Approvals.** The Owner shall use its best efforts to obtain, at its cost and expense, all permits and approvals required by the City for the construction and installation of the Façade Improvements, including, but not limited to, building permits, sign permits, and occupancy permits. It shall be Owner's sole responsibility to obtain the required permits and approvals.

1.4 **Environmental Review.** Subject to the Parties' right to terminate set forth in Section 1.2. [Conditions Precedent], Owner shall use its best efforts to undertake, commence, and complete, at its sole cost and expense, the review process required under CEQA for the construction and installation of the Façade Improvements, if any.

1.5 **Performance of Work.** Subject to the conditions provided herein, Owner shall, at its sole cost and expense, design, construct, install and complete the Façade Improvements, or cause such Façade Improvements to be designed, constructed, installed and completed, by a reputable and licensed contractor in accordance with the Scope of Work (Attachment "B"). Owner shall contract with a qualified contractor to perform the work (the "Contractor"). Owner shall require references from the Contractor and perform a background check, and Owner shall provide Agency with the identity of the Contractor, the results of the background check, and all Contract Documents. It shall be Owner's sole obligation to manage the Project and to ensure that the Façade Improvements are timely designed, constructed, installed and completed in good and workmanlike manner and free of material defects. Nothing in this Agreement shall require the Agency or its agents or contractors to install the Façade Improvements, or to provide additional assistance in the case of cost overruns or funding shortfalls.

1.6 **Disbursement of Assistance.** Except as is expressly provided to the contrary in this Agreement, the Owner shall be responsible for incurring and paying for all construction costs directly related to the design, construction and installation of the Façade Improvements and of the design and installation of any Public Improvements, the installation of which is required as a condition of approval for the project. Notwithstanding the foregoing, the Agency shall contribute up to the maximum amount of \$230,000.00 to Owner for the completion of the Façade Improvements ("Assistance"). The Agency agrees to disburse the Assistance to Owner in periodic installment draws as provided herein:

1.6.1 **Reimbursement of Incurred Costs.** Funds will only be disbursed by the Agency to pay the Contractor and/or applicable subcontractor(s) on behalf of Owner or to reimburse the Owner for eligible costs indicated on the Project Budget attached to the application that are actually incurred by the Owner for the approved Work up to the maximum amount of the Assistance ("Reimbursable Costs"). The "Project Budget" is attached hereto as Exhibit "D" and incorporated herein by this reference.

1.6.2 Initial Disbursement. Upon the Effective Date of this Agreement and following the accomplishment of the conditions precedent pursuant to Section 1.2, the Owner may apply for and the Agency shall provide an initial disbursement of \$23,000.00 (the "Initial Disbursement"), which represents approximately ten percent (10%) of the Assistance, for the purposes of securing materials and mobilization, and initiation of Work by Owner's Contractor. Prior to any subsequent disbursements, Owner shall provide the appropriate documentation related to the expenditures showing the expenditure of these funds in substantially the same form required for disbursements pursuant to subsection 1.6.4 hereof.

1.6.3 Periodic Disbursement Requests. Following the initial disbursement required by Section 1.6.2 [Initial Disbursement], Owner may, during the installation and construction of the Façade Improvements, submit requests for disbursements ("Disbursement Requests") to Agency for processing and payment. Progress payments may be made in accordance with the percentage of work completed, less ten percent (10%) for the Initial Disbursement and ten percent (10%) for the retention. The draw schedule shall be based on a minimum twenty-five percent (25%) progression of the Façade Improvements and shall be no more frequent than monthly. Thus, the second draw, following the Initial Disbursement, shall be following completion of thirty-five percent (35%) of the Façade Improvements. The Agency may, in its sole discretion, adjust the draw schedule, if different amounts are needed to phase the project appropriately.

1.6.4 Contents of Disbursement Requests. Each Disbursement Request shall meet the following requirements: (i) it shall be in writing and in a form deemed satisfactory by Agency's Executive Director; (ii) it shall be supported by documentation, deemed satisfactory to the Agency's Executive Director, demonstrating that actual work has been performed on the Façade Improvements and paid for by Owner, the percentage of Work completed to date, the Work remaining to be completed, and the amount of the request; (iii) the percentage of Work completed shall be approved by the Contractor, architect, if any, Owner, and the Agency's representative. The amount of the request shall not exceed the reasonable cost actually incurred for the Reimbursable Costs performed to date. Documents deemed acceptable to support the requested amount shall include executed contracts for construction, contractor's certified progress reports, invoices for labor and/or materials, checks paid, and other evidences of costs incurred. The Agency shall only be obligated to disburse assistance for actual, reasonable, and necessary Reimbursable Costs within the Project Budget that have been incurred by Owner on the Façade Improvements, but in no event shall the Agency be obligated to disburse, in the aggregate, a sum exceeding the approved Assistance (Section 1.6).

1.6.5 Processing and Approval of Disbursement Requests. Agency agrees to promptly review and process for approval each Disbursement Request and to notify Owner within fifteen (15) days of receipt by Agency as to whether the Disbursement Request contains sufficient supporting documentation and is otherwise deemed complete or incomplete. The Agency shall inspect the Work. If the request is incomplete, Owner shall provide Agency with sufficient information and documentation to cure any defects identified by Agency. Agency will re-review the Disbursement Request after submittal of supplemental information within fifteen (15) days of such resubmittal. Agency agrees to disburse to Owner the Agency-approved amount of the Disbursement Request within fifteen (15) days after determining the Disbursement Request to be complete.

1.6.6 Retention Amount. Agency shall retain ten percent (10%) of each approved Disbursement Request for distribution upon an approval of final Disbursement Request submitted by Owner after completion of the Façade Improvements and Owner's obtaining of a certificate of occupancy from the City. Payments may be made by joint check. Payment of the Project Retention shall not be made until all lien releases have been done, any stop notices have been released, and all other provisions of the Civil Code

governing Mechanic's Liens have been satisfied and 30 days following the recordation of the Notice of Completion.

1.6.7 **No Interest on Funds.** Pending disbursement of any funds to Owner, no interest shall accrue in favor of Owner on the assistance or any amount requested under a pending Disbursement Request. The Agency shall have sole and exclusive authority to maintain, or account for, the funds to be used for assistance in an escrow account, internal account, or indication on a ledger, budget, or similar financial report or statement of the Agency or City.

1.7 **Right of Entry.** Owner hereby grants to the Agency, the City, and their respective officers, employees, agents, and contractors, the right of entry and access to and upon the Site during construction of the Façade Improvements for the purpose of inspecting the Work. Thereafter, the Owner shall allow City inspectors entry and access to and upon the Site as may be necessary to inspect the condition of the Work for five (5) years from and after completion of construction.

1.8 **Completion Date.** Owner shall use its best efforts to complete the construction and installation of the Façade Improvements within ninety (90) days from and after the Effective Date of this Agreement (the "Anticipated Completion Date"), unless a longer period is specified in the Scope of Work. The Anticipated Completion Date may be extended due to the occurrence of a force majeure event or by the Executive Director, in his or her sole discretion, for good cause. Completion will be deemed to have occurred for the Project if the Agency determines, in its sole discretion, that solely for the purposes of this Agreement, the Project has been substantially completed. The Regulatory Agreement shall remain in effect for the term thereof. However, it is understood, acknowledged, and agreed by Owner that the Agency's recordation of the Regulatory Agreement shall not in any way satisfy or supersede any requirement that the Owner obtain a Certificate of Occupancy, or any other permit or approval required by the City, Agency, or other governmental entity having jurisdiction for occupancy and operation of the Project or any phase thereof.

ARTICLE 2 - OWNER'S FUTURE RESPONSIBILITIES FOR SITE

2.1 **Forgivable Loan.** The Assistance provided to Owner is considered to be a loan, which will be forgiven if Owner complies with the terms hereof. To protect the public's interest in the use of these funds for the intended purpose, the Owner shall, for a period of five (5) years from and after the Effective Date of this Agreement ("Repayment Period"), have an obligation to repay the Assistance to the Agency in full upon the occurrence of any of the following events:

- (a) Owner fails to timely complete the Façade Improvements and obtain a Certificate of Occupancy within ninety (90) days after the Completion Date as specified in this Agreement;
- (b) Owner fails to adequately repair and maintain the Façade Improvements during the Repayment Period;
- (c) Without first obtaining the prior written consent of the Agency, which such consent shall be granted in the sole and absolute discretion of Agency, Owner removes and/or replaces the Façade Improvements during the Repayment Period;
- (d) Without first obtaining the prior written consent of the Agency, which such consent shall be granted in the sole and absolute discretion of Agency, Owner significantly modifies the

Façade Improvements (including, but not limited to, a change in color or materials) during the Repayment Period;

- (e) Without first obtaining the prior written consent of the Agency, which such consent shall be granted in the sole and absolute discretion of Agency, Owner sells, subleases, assigns, or otherwise transfers its interest in the Site during the Repayment Period; and/or
- (f) Owner violates any term of the Regulatory Agreement.

Upon expiration of the Repayment Period, Owner's obligations to repay the Assistance shall be deemed satisfied and discharged.

2.2 **Promissory Note.** Owner's obligation to reimburse the Agency for funds paid or advanced by the Agency to Owner under Section 1.6 [Disbursement of Assistance] shall be further evidenced by a promissory note having a form and content the same in all material respects to the promissory note attached hereto and incorporated herein by reference as Attachment "E" (the "Promissory Note") and shall provide:

2.2.1 **Amount and Term of Loan.** The Promissory Note shall have a term of five (05) years commencing from and after the Effective Date and shall be for up to a principal amount equal to the principal amount advanced hereunder of \$230,000.00 (the "Agency Funding"), including a contingency of no more than seven and one half percent (7.5 %) of the project cost, plus accrued interest, but Owner's obligation shall be limited to the portion of the principal actually advanced under the installment Promissory Note. The contingency portion of the Agency Funding shall only be advanced for contingency matters;

2.2.2 **Interest.** That the unpaid principal balance of the Promissory Note shall bear simple interest at a rate of **four percent (4%)** per annum from and after the Effective Date until paid or forgiven in full;

2.2.3 **Forgiveness.** That the outstanding balance of the Promissory Note, including all principal and accrued interest, is eligible to be forgiven on the fifth (05th) anniversary of the Completion Date on the condition that the Owner remains the owner of the Site and remains in compliance with the Regulatory Agreement as provided for in this Agreement. **Forgiveness is equal to one fifth (1/5th) of the total amount of loan, and forgiveness of one fifth (1/5th) of the total occurs on the anniversary date of the Completion Date until the amount is fully forgiven,** assuming all other conditions and requirements are met and the project is in full compliance. Owner shall only be eligible for forgiveness so long as Owner remains in full compliance with the terms and conditions of the Agreement, allows no Default to remain uncured after the expiration of the period provided for cure in this Agreement, and does not permit Defaults of the Agreement not timely cured, or chronic or recurrent Defaults even if were timely cured;

2.2.4 **Acceleration.** That any Default of this Agreement by Owner that remains uncured after the period provided for cure under Section 4.1 [Default] of Attachment "C" to this Agreement or chronic or recurrent Defaults of this Agreement by Owner even if said Defaults were timely cured, shall be a breach of the Promissory Note, in which event the entire outstanding principal balance of the Promissory Note plus accrued interest shall become due and payable by Owner on demand by the Agency;

2.2.5 **Deed of Trust.** That the Promissory Note shall be secured by a deed of trust and assignment of rents having a form and content the same in all material respects to the deed of trust attached

hereto and incorporated herein by reference as Attachment "F" ("Deed of Trust"). The Deed of Trust shall provide that, by incorporating this Agreement by reference, it is subordinate and junior only to prior encumbrances and subsequent encumbrances as may approved by the Agency. The Agency hereby agrees to subordinate the Deed of Trust to any lease of commercial space in the Site, any construction loan obtained for purposes of financing the Work, and any refinancing of an existing mortgage on the Site, provided the form of the refinancing documents is reviewed by and approved by the Agency's General Counsel. The Agency further agrees not to unreasonably withhold its approval of subsequent encumbrances and subordination thereto, provided the form of the subsequent encumbrance is reviewed by and approved by the Agency's General Counsel. The rights established in this Section and under the Deed of Trust are not intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the Agency will have provided public funds to assist the development of a private project as permitted under the Community Redevelopment Law.

2.3 **Speculation in Land Prohibited.** Owner covenants and agrees that it shall use, maintain, and transfer the Site in such a manner as to prevent speculation and/or excess profit taking in the Site within the meaning of California Health and Safety Code § 33437.5 as that section exists on the Effective Date of this Agreement was recorded or as it may thereafter be amended, repealed and reenacted, or otherwise modified.

2.4 **Site Management.** Owner has owned the Site and/or conducted business on the Site for a significant period of time. It is because of this standing in the community that the Agency has entered into this Agreement with Owner. In consideration of the improvements to be made by the Agency, Owner agrees that it will continue to use its best management practices in administering and operating the Site. Owner will maintain with the City a current contact number and contact address. In addition, owner will supply the City with the name of a contact person and valid phone number of the person who oversees or manages the property.

2.5 **Site Maintenance.** Owner covenants and agrees that, during the useful life of the Façade Improvements (a period which the parties agree shall be five (05) years from completion of construction), it will, at its sole cost and expense: (i) maintain the appearance and safety of the Façade Improvements and Site (including all buildings, improvements, fixtures, parking areas and landscaping) in good order, condition, and repair, and free from the accumulation of trash, waste materials, and other debris; and (ii) remove all graffiti placed upon the Site (including all improvements, and fixtures) within seventy-two (72) hours of its appearance. In the event Owner fails to comply with these obligations and fails to cure a default of the obligation within the time provided, the Agency has the right, but not the obligation, to enter upon the Site without further notice and effect such actions as are reasonably required to maintain and repair the Façade Improvements. In such event, the Agency shall be entitled to reimbursement of its costs and expenses from Owner within fifteen (15) days of written demand for reimbursement, in addition to Agency's repayment rights arising under Section 1.7 of this Agreement. In the event Owner fails to timely make such payments, Agency shall have the rights provided in the Regulatory Agreement.

ARTICLE 3 - REPRESENTATIONS/WARRANTIES AND OWNER'S RELEASE

3.1 **Owner's Representations and Warranties.** Owner hereby makes the following representations and warranties to Agency, each of which (i) is material and relied upon by Agency in making its determination

to enter into this Agreement; (ii) to Owner's actual knowledge, is true in all respects as of the date hereof; and (iii) shall survive any future transfer of the Site to any transferee, successor or assignee of Owner:

3.1.1 There are no pending or threatened litigation, allegations, lawsuits or claims, whether for personal injury, property damage, property taxes, contractual disputes or otherwise, which do or may affect the Site or the operation or value thereof, and there are no actions or proceedings pending or, to the best of Owner's knowledge, threatened against Owner before any court or administrative agency in any way connected with the Site and neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Owner of any judgment, order, writ, injunction or decree issued against or imposed upon it. There is no action, suit, proceeding or investigation pending or threatened against Owner which would become a cloud on Owner's title to or have a material adverse impact upon the Site or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

3.1.2 Owner represents and 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, other than payments to attorneys or consultants retained by Owner to assist it in the negotiation of this Agreement, excepting however, any contributions which this Agreement requires Owner to make to the Project.

3.1.3 Owner has the unimpeded power and authority to execute, deliver and perform Owner's obligations under this Agreement and the documents executed and delivered by Owner pursuant hereto.

3.1.4 Owner has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Site to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

3.1.5 To the best of Owner's knowledge, the Site is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, adjacent, under or about the Site including, but not limited to, soil and ground water conditions. Owner has received no written notice from any third parties, prior owners of the Site, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Site. To the best of Owner's knowledge, there are no environmental, health or safety hazards on, adjacent, under or about the Site, including but not limited to soil and groundwater conditions. Neither Owner, nor to the best of Owner's knowledge any third party (including but not limited to Owner's predecessors in title to the Site), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Site or transported to or from the Site any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials.

3.1.6 There are no easements or encroachments that may affect the construction of the Façade Improvements or use of the Site.

3.1.7 Other than those conditions or encumbrances expressly identified in the Title Report which have been approved by Agency pursuant to Sections 1.2(b) and 2.2.5 above, no defects or conditions of any portion of the Site or the soil exists which may impair the use of the Site.

3.1.8 Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than payments to attorneys or consultants retained by Owner to assist it in the negotiation of this Agreement, excepting however, any contributions which this Agreement requires Owner to make to the Project.

3.1.9 If Owner learns of any fact or condition which would cause any of the warranties and representations in this Section 3.1 not to be true, Owner shall immediately give written notice of such fact or condition to Agency.

3.1.10 The performance of any of the terms of this Agreement, including construction of the Façade Improvements, will not displace any tenant with a leasehold interest in the Site, will not require the relocation of any tenant with a leasehold interest in the Site, and will not require the payment of relocation assistance to any tenant with a leasehold interest in the Site.

3.2 **Owner's Release.** Owner hereby releases the Agency, the City, and their respective elected and appointed officials, officers, employees, agents, directors, and contractors, from any claims, demands, liability, damages, injuries, or costs and expenses (including attorneys' fees) that the Owner may have, or that may hereafter accrue to Owner, including but not limited to:

- (i) Any claims arising from, or which are in any way related to, any adverse affect the Façade Improvements may have on the Site, including the building to which they are affixed, disruption of business, loss of goodwill, or other monetary damages arising from, or in any way related to, interference with the business of Owner or the Owner's tenant(s);
- (ii) Any claims concerning the validity of the Agency's loaning of Assistance, execution of this Agreement, or any ordinance or action based thereon, as well as the limits of Agency's authority with respect to the providing of financial assistance, including the process for the providing of financial assistance; and
- (iii) Any claims disputing the rights and privileges granted by Agency in this Agreement.

Owner hereby expressly acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides:

"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 debtor."

Owner expressly waives and relinquishes any right and benefit which it may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the release set forth in this Paragraph 1.10. Owner understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

ARTICLE 4 - TRANSFER

4.1 **Prohibition on Transfer without Agency Approval.** Except as otherwise provided herein, the Owner shall not sell, transfer, or assign this Agreement or any part thereof without the prior written consent of the Executive Director, and then only under such conditions as may therein be prescribed.

4.2 **Transfer Defined.** As used herein, a "Transfer" or assignment shall include any sale, transfer, lease, assignment, hypothecation or encumbrance of the Site and the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of the Owner in the aggregate, taking all transfers into account on a cumulative basis.

4.3 **Approval of Transfer.** Approval and consent shall be granted by the Executive Director, in his or her sole and absolute discretion, upon presentation of evidence demonstrating that the person to whom any of the rights or privileges granted herein are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated, has the experience and resources, financial, managerial and otherwise, to perform its obligations under the Agreement. However, the Executive Director may make any modifications in this Agreement or establish such conditions to the transfer as may be necessary to effectuate the purposes of this Agreement and protect the public health, safety, and general welfare. Additionally, no Transfer will be approved during the construction of the Façade Improvements.

4.4 **Exceptions.** The foregoing prohibition shall not apply to any of the following:

4.4.1 The conveyance or dedication of any portion of the property to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the Project.

4.4.2 A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

4.4.3 Any transfer or series of transfers of ownership interest in the Agreement, to any Owner Affiliate. "Owner Affiliate" shall mean any entity which owns or controls Owner, to any entity owned or controlled by Owner, to any entity owned or controlled by or affiliated with any entity which owns or controls Owner, or to any entity resulting from a consolidation, or to the surviving entity in case of a merger, to which consolidation or merger Owner shall be a party, or to an entity to which all or substantially all of the assets of Owner have been sold.

4.5 **Obligations of Assigns or Successors.** In the event of transfer or assignment as provided for herein, the Owner's assigns or successors shall accept this Agreement in the same manner as provided herein, and the provisions of the Agreement shall be binding upon such assigns or successors in like manner as upon the Owner.

4.6 **Transfer in Violation.** Any purported sale, transfer, lease, assignment, encumbrance, merger, agreement, consolidation or similar transaction affecting the Agreement regardless of whether such transaction is voluntary or involuntary and which occurs without the prior approval and consent of the Executive Director, if required, shall constitute a Default and be grounds for forfeiture under the Agreement.

ARTICLE 5 - GENERAL TERMS

5.1 **Standard Terms and Conditions.** The parties expressly agree that the "Standard Terms and Conditions" attached hereto as Attachment "C" and incorporated herein by reference are part of, binding upon, and deemed to be included within the text of this Agreement as though fully set forth herein.

5.2 **Limitations on Assistance.** Except as is expressly provided for in Section 1.6 [Disbursement of Assistance], the Agency and/or City shall have no obligation to provide Owner with additional assistance, to make any other contribution toward the Site or improvements thereto, or to provide the Owner or tenant with any other and further assistance. Nothing in this Agreement is, or shall be construed to be, a pledge or commitment by the Agency or City of any specific tax revenue, grant funds, bond funds, or other specific monies, funds, or revenues to which the Agency or City is in possession of, or may become entitled to, receive. This Agreement does not, and shall not be construed to, grant or vest the Owner with any right to make a claim or impose a lien against any specific tax revenue, grant funds, bond funds, or other specific monies, funds, or revenues to which the Agency or City is in possession of or may become entitled to receive. The Agency and/or City, in their sole discretion, may use any revenue, funds, or monies available to the Agency and/or City, as may be allowed for by law, to provide the assistance provided under this Agreement.

5.3 **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.

5.4 **Counterpart Originals.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

5.5 **Effective Date of Agreement.** The Effective Date of this Agreement shall be the date the Agreement is executed by the Agency's Executive Director, as set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 21 day of March, 2011, which shall be the date following execution by Owner and hearing and approval by the Agency Board where executed by the Agency, which shall be deemed the "Effective Date."

AGENCY:

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF BANNING

By:



Andrew J. Takata
Executive Director

Dated: March 21, 2011
(the Effective Date)

ATTESTATION


By:



Marie Calderon
Agency Secretary

APPROVED AS TO FORM

By:



David J. Aleshire
Agency Counsel

OWNER:

By:



Ramsey Villa LLC
Owner

OWNER:

By:



Fred Lawson
Owner

Dated: 3-21-11

Attachment "A"
LEGAL DESCRIPTION

A.P.N.: 540-166-001

POR LOT 3, BLK 009/044 AND LOTS 1 & 2, BLK 223, MB 009/044 SB
AMENDED MAP OF THE BANNING LAND CO

Attachment "B"
FAÇADE IMPROVEMENTS

The façade improvements to the building located at 225 W. Ramsey Street, Banning, California, will include the following:

Improvements	Cost
1. Exterior Doors- to purchase 2 custom front doors with side lights and 4 custom dining room doors with side lights and 6 exit doors around building.	\$28,000.00
2. Exterior Windows – to purchase approx. 135 commercial grade custom windows of various sizes.	\$95,000.00
3. Roofing – purchase torch down roof material for flat roof.	\$20,000.00
4. Signage – to purchase signage for apartment building and restaurant.	\$27,000.00
5. Plaster – to purchase all material to repair plaster around entire exterior of building.	\$12,000.00
6. Exterior Painting – to purchase all painting materials for entire of exterior building.	\$11,000.00
7. Fencing and Gates – to purchase all materials for new rod iron electric gates and rod iron fencing around entire building.	\$20,000.00
8. Electrical Box – to purchase new electrical box to hold all new electrical meters for each unit.	\$17,000.00
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
TOTAL	\$230,000.00

The foregoing amount constitutes the Project Budget and is the full amount of Assistance available for the Project. The above items are the Reimbursable Costs hereunder, but only to the amount listed herein. With the approval of the Executive Director, the Project Budget can be amended in writing, by shifting funds between categories, but the total Project Budget may not be increased without approval of an amendment by the Agency Board.

It is the Owner's responsibility to keep all costs within the Project Budget. In the event of any change orders or adjustments that increase the cost of the Project, Owner shall be solely responsible for paying such costs, whether the changes arise from known or unknown conditions; changes in the costs of materials, supplies or labor; consulting or design costs; increase or additional work; errors in design; changes in Project Scope; or any other cause with or without fault of Owner, Contractor, or subcontractors.

Attachment "C"

STANDARD TERMS AND CONDITIONS

ARTICLE 1 - DEFINITIONS

1.1. **Agency.** Shall mean the Community Redevelopment Agency of the City of Banning, a public body, corporate and politic, organized and existing, and exercising those governmental functions and powers as authorized, under the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.). The term "Agency" shall also include any assignee of, or successor to, the rights and responsibilities of the Agency under this Agreement.

1.2. **City.** Shall mean the City of Banning, a municipal corporation formed and existing under the laws of the State of California. The term "City" shall also include any assignee of, or successor to, its rights, powers, and responsibilities.

1.3. **Executive Director.** Shall mean the Executive Director of the Agency and/or any person designated and authorized by the Executive Director to act in the Executive Director's capacity with regard to this Agreement.

1.4. **Owner.** Shall mean that person or entity identified as the "Owner" in the Agreement doing business within the City of Banning, County of Riverside, State of California. The term "Owner" shall, to the extent such is permitted under this Agreement, include any assignee of, or successor to, the rights and responsibilities of Owner under this Agreement.

1.5. **Project Area.** Shall mean the Downtown and/or Midway Project Areas under the Redevelopment Plan.

1.6. **Project Budget.** Shall mean the approved budget for which construction costs can be reimbursed pursuant to Section 1.6 of the Agreement.

1.7. **Redevelopment Plan.** Shall mean the Amended and Restated Redevelopment Plan for the Downtown and Midway Redevelopment Project Areas as adopted by the City Council of the City of Banning by Ordinance No. 1280 on February 26, 2002, and as may thereafter be amended from time to time.

1.8. **Reimbursable Costs.** Shall mean the following construction costs and which must necessarily be incurred in the design, development, construction, and completion of the Façade Improvements: design and engineering costs; construction costs; demolition costs; costs for obtaining permits and approvals; utility connection fees and other utility-related charges directly related to the construction and installation of the Façade Improvements; and recording fees. Reimbursable Costs shall not exceed the Project Budget as it may be amended.

ARTICLE 2 - PREVAILING WAGE

2.1. **Compliance with Prevailing Wage Law.** Owner acknowledges that the construction and construction-related activities for the Façade Improvements are subject to the California Prevailing Wage Law, and Owner is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720, et seq., of the California Labor Code for all covered work performed on the project. The Director's determination of prevailing rates is on file with, and open to inspection at, the office of the City Clerk and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction of the Façade Improvements, the Owner's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Façade Improvements to the Agency in a form acceptable to the Agency. Owner acknowledges the possibility of wage increases during construction of the Façade Improvements and that Owner and/or its contractor(s) shall be responsible for paying such increases. Owner acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1775 prescribing sanctions for failure to pay prevailing wage rates; (ii) Section 1776 requiring the making, keeping, and disclosing of detailed payroll records and prescribing sanctions for failure to do so; (iii) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (iv) Section 1810 providing that eight hours of labor shall constitute a day's work; and (v) Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Owner violates the foregoing or any other Prevailing Wage Laws, Owner shall be solely liable for the

cost thereof and shall indemnify and hold Agency harmless for any liability or penalties therefor. This project is being developed and budgeted for assuming the payment of prevailing wages as needed.

2.2. **Waiver of Actions.** Owner, for itself and its contractors, hereby expressly agrees that City and Agency have satisfied their obligations under the Prevailing Wage Laws to identify projects as being subject to the Prevailing Wage Laws and any other obligations imposed upon the City and Agency under Labor Code § 1726 and/or § 1781, whether known or unknown, foreseen or unforeseen relating to the Façade Improvements.

ARTICLE 3 - NONDISCRIMINATION AND NONSEGREGATION

3.1. **Nondiscrimination in Employment.** The Owner covenants and agrees that all persons employed by or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth, or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, et seq., the Immigration Discrimination in Employment Act of 1967, 29 U.S.C. § 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, et seq., 42 U.S.C. § 1981, the California Fair Employment and Housing Act, California Government Code § 12900, et seq., the California Equal Pay Law, California Labor Code § 1197.5, California Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., and all other anti-discrimination laws and regulations for the United States and the State of California as they now exist or may hereafter be amended.

3.2. **Nondiscrimination and Non-Segregation.** Owner covenants and agrees that it shall abide by the following provisions:

3.2.1. **Obligation to Refrain from Discrimination.** Owner shall refrain from restricting the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (or any part thereof) on the basis of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto), of any person or group of persons, and shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, et seq.) as they exist on the date of this Agreement or as they may thereafter be amended, repealed and reenacted, or otherwise modified. They shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed.

3.2.2. **Nondiscrimination and Non-Segregation Clauses.** Any deeds, leases, or contracts which are proposed to be, or which are, entered into with respect to the sale, rental, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site, including improvements and fixtures, or part thereof, shall be subject to, and shall expressly contain, nondiscrimination or non-segregation clauses in substantially the following form:

a. **In Deeds.** "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, et seq.), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, religious creed, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, age, sexual orientation, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. **In Leases.** "The lessee covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act

(42 U.S.C. § 12101, et seq.) and the California Fair Employment and Housing Act (Cal. Gov. Code § 12900, et seq.), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, religious creed, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, age, sexual orientation, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased."

c. In Contracts. "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, religious creed, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, age, sexual orientation, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land or premises affected by this instrument, nor shall the contracting or subcontracting party or parties, or other transferees under this instrument or any person claiming under or through it, violate the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), and the California Fair Employment and Housing Act (Cal. Gov. Code § 12900, et seq.) as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, nor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land. This provision shall obligate the contracting and subcontracting party or parties, and other transferees under this instrument or any person claiming under or through it."

3.3. Effect of Violation. The Agency and City are deemed the beneficiaries of the terms and provisions of this Article for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement has been provided. The Agency and City shall have the right, but not the obligation, if these covenants are breached, to exercise all rights and remedies provided for under the Agreement, and to maintain any actions or suits at law or in equity, including specific performance, or other proper proceedings to enforce the curing of such breaches.

ARTICLE 4 - INSURANCE AND INDEMNIFICATION

4.1. Insurance. The Owner shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Agency, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1.1. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is \$25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of \$500,000.00 or (ii) bodily injury limits of \$250,000.00 per person, \$500,000.00 per occurrence and \$500,000.00 products and completed operations and property damage limits of \$100,000.00 per occurrence and \$100,000.00 in the aggregate. If the Contract Sum is greater than \$25,000.00 but less than or equal to \$100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of \$1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of \$500,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$500,000.00 per occurrence and \$500,000.00 in the aggregate. If the Contract Sum is greater than \$100,000.00, the policy of insurance shall be in an amount not less than \$5,000,000.00 combined single limit.

4.1.2. Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for all of the Agency, Owner, Contractor, and subcontractors and 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 Owner, Contractor, or subcontractors in the course of carrying out the work or services contemplated in this Agreement. Exception is if property owner is sole proprietor or sole business/LLC then not required to have a workers' compensation policy. However, proof of current workers' compensation policy is required by contractor and subcontractors prior to work commencing and funds dispersed.

4.1.3. Automotive Insurance. A current personal policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than the minimum State limitations is required of the property owner.

4.1.4. Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

a. All of the above policies of insurance shall be primary insurance and shall name the Agency, City, their officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the Agency or City, their officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the Agency. In the event any of said policies of insurance are cancelled, the Owner shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 3.1 to the Agency. No work or services under this Agreement shall commence until the Owner has provided the Agency with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Agency.

b. All certificates shall name the Agency and the City as additional insureds (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 HOLDERS NAMED HEREIN.

[to be initialed] _____
Agent Initials

c. The Owner agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Owner may be held responsible for the payment of damages to any persons or property resulting from the Owner's activities or the activities of any person or persons for which the Owner is otherwise responsible.

d. In the event the Owner or Contractor subcontracts any portion of the work in compliance with Section 1.5 of this Agreement, the contract between the Owner or Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Owner is required to maintain pursuant to this Section 3.1.

4.2. Indemnification. Owner agrees to indemnify the Agency, the City, their officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (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 of Owner, Contractor, subcontractors, their agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Owner, Contractor, or subcontractors hereunder, or arising from Owner's, Contractor's, or subcontractors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the Agency, the City, their officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the Agency, the City, their officers, agents or employees, who are directly responsible to the Agency or the City, and in connection therewith:

4.2.1. Owner 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;

4.2.2. Owner will promptly pay any judgment rendered against the Agency or the City, their 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 Owner, Contractor, or subcontractors hereunder; and Owner agrees to save and hold the Agency, the City, their officers, agents, and employees harmless therefrom;

4.2.3. In the event the Agency, the City, their officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Owner, Contractor, or subcontractors 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 Owner, Contractor, or

subcontractors hereunder, Owner agrees to pay to the Agency or the City, their officers, agents or employees, any and all costs and expenses incurred by the Agency, the City, their officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

ARTICLE 5 - DEFAULTS AND REMEDIES

5.1. **Default.** Either party's failure or unreasonable delay to perform any term or provision of this Agreement constitutes a Default of this Agreement. In the event of a Default, the injured party shall give written "Notice of Default" to the defaulting party, specifying the Default. Delay in giving such notice shall not constitute a waiver of the Default. If the defaulting party fails to cure the Default within thirty (30) days after receipt of a notice specifying the Default, or, if the Default is of a nature that cannot be cured within thirty (30) days, the defaulting party fails to commence to cure the Default within said thirty (30) days and thereafter diligently prosecute such cure to completion, then the defaulting party shall be liable to the injured party for any and all damages caused by such Default, unless otherwise provided for by this Agreement.

5.2. **No Waiver.** 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. A party's consent to, or approval of, any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

5.3. **Legal Actions.** In addition to any other rights and remedies, any party may institute an Action to require the cure of any Default and to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

5.3.1. **Definitions.**

Action. For the purpose of this Agreement, "Action" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

Prevailing Party. For the purposes of this Agreement, "Prevailing Party" shall have the meaning ascribed in §1032(a)(4) of the California Code of Civil Procedure.

Litigation Expenses. For purposes of this Agreement, "Litigation Expenses" includes all Costs and Expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action.

5.3.2. **Jurisdiction and Venue.** Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, State of California, Central Branch, Civil Division or, if appropriate, in the United States District Court for the Central District of California. Owner specifically waives any rights provided to it pursuant to California Code of Civil Procedure § 394 or federal or state statutes or judicial decisions of like effect.

5.3.3. **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

5.3.4. **Litigation Expenses.** In the event either party commences an Action against the other party which arises out of a Default of, breach of, failure to perform, or that is otherwise related to, this Agreement, then the Prevailing Party in the Action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the prevailing party may be entitled.

5.4. **Rights and Remedies are Cumulative.** The rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

5.5. **Termination by Agency.** The Agency may terminate this Agreement upon the occurrence of any of the following events:

5.5.1. Owner is not able to, or does not, obtain the permits and approvals required for the project with conditions of approval and mitigation measures acceptable to the Agency as determined in its sole discretion.

5.5.2. Owner (or any successor in interest) becoming insolvent or Owner (or any successor in interest) voluntarily or involuntarily making an assignment or transfer for the benefit of creditors other than the Agency and/or the City, and/or the voluntary or involuntary appointment of a receiver, custodian, liquidator or trustee of Owner's Site;

5.5.3. Owner is otherwise in Default of this Agreement and fails to cure such Default within the time set forth in Section 4 [Defaults and Remedies] hereof.

5.5.4. If, after the occurrence of any of the above-entitled events, the Agency elects, in its sole discretion, to terminate this Agreement, then all rights of Owner and any person or entity claiming by or through Owner arising under this Agreement or with regard to the Site as may arise under this Agreement shall immediately cease and be terminated, except that the Agency shall have all of the remedies to enforce a breach or a Default of this Agreement as may be provided hereunder and under the law.

ARTICLE 6 - GENERAL PROVISIONS

6.1. **Force Majeure.** The time period(s) specified in Section 1.8 of the Façade Improvement Agreement for completion of the construction and installation of the Façade Improvements rendered pursuant to the Façade Improvement Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Owner, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Owner shall within ten (10) days of the commencement of such delay notify the Agency in writing of the causes of the delay. The Agency shall ascertain the facts and the extent of delay, and extend the time for completion of the Façade Improvements for the period of the enforced delay when and if in the judgment of the Agency such delay is justified. The Agency's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Owner be entitled to recover damages against the Agency or City for any delay in the performance of this Agreement, however caused, with Owner's sole remedy being extension of the Agreement pursuant to this Section 6.1.

6.2. **Tax Consequences.** Owner understands and acknowledges that it may experience adverse state and federal tax consequences arising from the financial assistance provided or the rights conferred under this Agreement. Owner acknowledges that neither the Agency, the City, nor any officer or employee thereof has provided Owner with any tax, legal, accounting, or other advice concerning the legal effect or tax consequences of this Agreement. Owner acknowledges that it has been represented by Owner's own independent advisors, including, but not limited to attorneys, accountants, and/or financial consultants, with regard to this transaction. Owner acknowledges that neither the Agency, the City, nor any officer or employee thereof has made any representations or warranties concerning the legal effect or tax consequences of this Agreement and Owner is not entering into this Agreement based upon any representation by the Agency, the City or any officer or employee thereof concerning the legal effect or tax consequences of this Agreement. Owner acknowledges and agrees that the Agency is in no manner responsible or liable for any state or federal tax

consequences experienced by Owner arising out of or in any way related to this Agreement, the financial assistance provided or the rights conferred hereunder.

6.3. **No Exemption from Taxes.** This Agreement shall not exempt, and shall not be interpreted as exempting, Owner, or any person claiming through either of them, from the payment of, or from being subject to the levy of: (i) ad valorem property taxes imposed on the Site under Article XIII A of the California Constitution; (ii) special taxes imposed on the Association Property; (iii) special assessments imposed on the Association Property; (iv) all taxes payable under the California Bradley-Burns Uniform Local Sales & Use Tax Law, Revenue and Taxation Code § 7200, et seq.; and (v) all other taxes, assessments, fees, exactions, or charges, any portion of which are allocated to, or received by, the City or the Agency and which are imposed due to the ownership, use, or possession of the Site or interest therein or due to the construction or operation of the Project. This Agreement shall not exempt, and shall not be interpreted as exempting, Owner, holder, or any person claiming through either of them, from inclusion in any maintenance district, assessment district, Community Facilities District, other special district, or other method of public financing as may be allowed under the laws of the State of California or of the United States.

6.4. **Non-liability of Agency Officials and Employees.** No board member, official, consultant, attorney, employee, or agent of the Agency shall be personally liable to Owner, or any successor, or assign, or any person claiming under or through them, in the event of any default or breach by the Agency or for any amount which may become due to Owner or to its successor, or on any obligations arising under this Agreement.

6.5. **Conflicts of Interest.** No board member, official, consultant, attorney, agent, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant, attorney, agent, or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

6.6. **Owner Not an Employee of Agency or City.** At no time shall Owner be considered or deemed an employee or agent of either the Agency or the City. Owner shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Owner shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and worker's compensation insurance.

6.7. **Warranty Against Payment of Consideration for Agreement.** Owner represents and 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, other than payments to consultants retained by Owner to assist it in the negotiation of this Agreement, excepting however, any contributions which this Agreement requires Owner to make to the project.

6.8. **No Third Party Beneficiaries.** This Agreement, its provisions, and its covenants are for the sole and exclusive benefit of the City of Banning, the Agency, and the Owner. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this Agreement.

6.9. **Integration.** This Agreement consists of pages 1 through 20, inclusive, and Attachments "A" through "C" attached hereto and incorporated herein by this reference, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

6.10. **Recitals and Definitions.** The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

6.11. **Interpretation.** The Agency and Owner acknowledge that this Agreement is the product of mutual, arms-length negotiation and drafting, and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction, which provides that ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

6.12. **Severability.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.


6.13. **Amendments to Agreement.** Any amendments to this Agreement must be in writing and signed by the appropriate authorities of the Agency and Owner. On behalf of the Agency, the Executive Director shall have the authority to make minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to Owner, so long as such actions do not otherwise materially change the Agreement or make a commitment of additional funds of the Agency. All other changes, modifications, and amendments shall require the prior approval of the Agency's governing board.

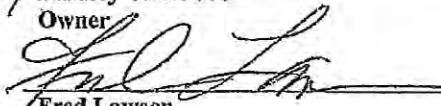
6.14. **Administration.** This Agreement shall be administered and executed by the Agency's Executive Director, or his or her designated representative, following approval of this Agreement by the Agency's governing board. The Agency shall maintain authority of this Agreement through the Executive Director (or his or her authorized representative). The Executive Director shall have the authority to issue interpretations and to make minor amendments to this Agreement as provided in Section 5.14 [Amendments to Agreement].

6.15. **Building Vacancy.** If a building or rental space located in a free standing or multi-tenant building becomes unoccupied and vacant, the property owner is required within thirty days of the vacancy to post a sign indicating the property or space is available for lease or rent. The sign(s) must be visible from the street and sidewalk areas; must have the name and valid phone number of the property owner and/or leasing agent and must be actively on the market and pursuing efforts to fill the vacancy.

I have reviewed and consent to the following terms and conditions as part of the Agreement.

OWNER:

By: 
Ramsey Villa LLC
Owner

By: 
Fred Lawson
Owner

Attachment "D"

Project Budget

Improvements	Cost
1. Exterior Doors- to purchase 2 custom front doors with side lights and 4 custom dining room doors with side lights and 6 exit doors around building.	\$28,000.00
2. Exterior Windows – to purchase approx. 135 commercial grade custom windows of various sizes.	\$95,000.00
3. Roofing – purchase torch down roof material for flat roof.	\$20,000.00
4. Signage – to purchase signage for apartment building and restaurant.	\$27,000.00
5. Plaster – to purchase all material to repair plaster around entire exterior of building.	\$12,000.00
6. Exterior Painting – to purchase all painting materials for entire of exterior building.	\$11,000.00
7. Fencing and Gates – to purchase all materials for new rod iron electric gates and rod iron fencing around entire building.	\$20,000.00
8. Electrical Box – to purchase new electrical box to hold all new electrical meters for each unit.	\$17,000.00
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TOTAL	\$230,000.00

Attachment "E"

Promissory Note

PROMISSORY NOTE SECURED BY DEED OF TRUST

Borrower: Ramsey Villa LLC Fred Lawson 14525 S. Western Ave. Gardena, California 90249		Lender: Banning Community Redevelopment Agency 99 East Ramsey Street Banning, California 92220
\$230,000.00	March 21, 2011	Banning, California

1. For value received, Ramsey Villa LLC/Fred Lawson (the "Borrower"), promises to pay to Banning Community Redevelopment Agency, a public body, corporate and politic (the "Agency"), or order, at Agency's office located at the above address, or at such other place as Agency from time to time may designate, the principal sum of \$230,000.00 (the "Loan Amount"), or such lesser amount as may be advanced under this promissory note (the "Note"), plus interest as specified in this Note. This Note evidences a loan (the "Loan") from Agency to Borrower, pursuant to that Façade Improvement Agreement dated March 21, 2011 ("Agreement"), the terms of which are hereby incorporated herein and made a part of this Note.
2. The principal sum outstanding from time to time under this Note bears simple interest at four percent (4%) per annum. Interest is calculated on the basis of a 365-day year.
3. Borrower and Agency agree that, should Borrower remain as the owner and operator of the Site and in full compliance with the terms of the Regulatory Agreement until that date which is five (05) years from and after the date of Completion of the Project ("Maturity Date"), then on the Maturity Date all sums of principal and interest under this Note will be forgiven by the Agency and the Agency will execute any documents required to provide evidence of the forgiveness of the Loan. The Maturity Date may accelerate as provided below.
4. Borrower understands that, should the Agency in its sole discretion find that Borrower has not complied with all terms of the Regulatory Agreement at any time during the five (05) year period, then payment of the entire balance of the Loan Amount shall accelerate and all sums of principal and interest under this Promissory Note shall immediately become due and payable. The Loan Amount shall be forgiven and decline by equal proportions on each anniversary of the date of Completion of the Project, or 1/5th on each anniversary [For example, if there were a default after six months, the entire amount would be due and payable, but if a default after one year, only 4/5ths would be due and payable].

5. Borrower understands that advances under this Note will be made subject to and only as provided in the Agreement. The Agency has no obligation to make any advance under this Note at any time when an Event of Default exists under this Note or under any of the Loan Documents. The Agency is not required under any circumstances to make any advance if that would cause the outstanding principal of this Note to exceed the Loan Amount.

6. If any of the following "Events of Default" occur, any obligation of the Agency to make advances under this Note terminates and at the Agency's option, exercisable in its sole discretion, all sums of principal and interest under this Note will become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of protest, nonpayment or dishonor, or other notices or demands of any kind or character:

6.1. The Borrower applies any of the principal amount to any cost, expense, or liability other than the Work defined in the Agreement.

6.2. An Event of Default (as defined therein) occurs under the Agreement or any other Loan Document.

6.3. There is any violation of any provision of the Regulatory Agreement.

7. All amounts payable under this Note are payable in lawful money of the United States during normal business hours on a Business Day, as defined below. Checks constitute payment only when collected.

8. The Borrower agrees to pay all costs and expenses (including, without limitation, attorneys' fees) incurred by the Agency in connection with or related to this Note, or its enforcement, whether or not suit is brought. The Borrower's agreement to pay all costs and expenses includes any matter arising out of or relating to any Insolvency Proceeding or any other situation in which the Agency incurs cost and expenses to enforce or protect the Agency's rights or interests under this Note or any of the other Loan Documents. From the time(s) incurred until paid in full to the Agency, all such sums will bear interest at the default rate, which shall be the lesser of ten percent (10%) or the maximum rate permitted by law. The Borrower further waives presentment, demand for payment, notice of dishonor, notice of nonpayment, protest, notice of protest, and any and all other notices and demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note, and the Borrower hereby waives the benefits of any statute of limitations with respect to any action to enforce or otherwise related to this Note.

10. This Note, and all acts and transactions pursuant or relating hereto, and all rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of California without regard for principles of conflicts of laws. Borrower (i) agrees that all actions or proceedings relating directly or indirectly hereto shall, at the option of Agency, be litigated in courts located within Riverside County in the State of California as provided in the Agreement; (ii) consents to the jurisdiction of any such court and consents to the service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (iii) waives any and all rights Borrower may have to transfer or change the venue of any such action or proceeding. Borrower and Agency hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim in connection with this Note or the Loan Documents.

11. The Agency may accept additional or substitute security for this Note, or release any security or any party liable for this Note, or extend or renew this Note, all without notice to the Borrower and without affecting the liability of the Borrower.

12. If the Agency delays in exercising or fails to exercise any of its rights under this Note, that delay or failure will not constitute a waiver of any of the Agency's rights, or of any breach, default or failure of condition of or under this Note. No waiver by the Agency of any of its rights, or of any such breach, default or failure of condition is effective, unless the waiver is expressly stated in a writing signed by a duly authorized officer of the Agency. All of the Agency's remedies in connection with this Note or under applicable law are cumulative, and the Agency's exercise of any one or more of those remedies will not constitute an election of remedies.

13. This Note inures to the benefit of and binds the heirs, legal representatives, successors and assigns of the Borrower and the Agency; provided, however, that the Borrower may not assign this Note or any Loan funds, or assign or delegate any of its rights or obligations, without the Agency's prior written consent in each instance which consent may be granted or withheld in the Agency's sole discretion. The Agency may not transfer this Note and may sell or assign participation or other interests in all or part of the Loan, on the terms and subject to the conditions of the Loan Documents, all without notice to or the consent of the Borrower. Also without notice to or the consent of the Borrower, the Agency may disclose to any actual or prospective purchaser of any securities issued or to be issued by the Agency or its affiliates, and to any actual or prospective purchaser or assignee of any participation or other interest in this Note, the Loan or any other loans made by the Agency to the Borrower (whether evidenced by this Note or otherwise), any financial or other information, data or material in the Agency's possession relating to the Borrower, the Loan or the Site, including any improvements on it. If the Agency so requests, the Borrower agrees to sign and deliver a new Note, in the form and substance of this Note, to be issued in exchange for this Note.

BORROWER:

Name: 
Ramsey Villa LLC/Fred Lawson

Date: 3-21-11

Attachment "F"

Deed of Trust

DEED OF TRUST

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Banning Community Redevelopment Agency
99 East Ramsey Street
Banning, California 92220

(Document exempt from recording fees pursuant to Cal. Gov. Code § 27383)
Space Above This Line For Recorder's Use

DEED OF TRUST AND ASSIGNMENT OF RENTS

This DEED OF TRUST AND ASSIGNMENT OF RENTS, made as of March 21, 2011, between Ramsey Villa LLC/Fred Lawson, herein called TRUSTOR, whose mailing address is 14525 S. Western Ave., Gardena, California 90249, herein called TRUSTEE, and BANNING COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic, herein called BENEFICIARY.

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Banning, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO
(hereinafter referred to as "Property")

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing: (i) repayment of the sum of \$230,000.00 (the "Agency Funding"), plus interest thereon as may accrue, according to the terms of that Façade Improvement Agreement entered into by and between Trustor and Beneficiary dated March 21, 2011 (hereinafter referred to as the "Agreement"), and that Regulatory Agreement executed by Trustor and dated March 21, 2011 (hereinafter referred to as the "Regulatory Agreement"), and as reflected in the Promissory Note (hereinafter referred to as "Promissory Note") executed by Trustor and dated March 21, 2011; (ii) the performance of Trustor's covenants, promises, agreements, obligations and responsibilities under the Agreement, Regulatory Agreement, and Promissory Note, which are incorporated herein by reference; and (iii) payment of additional sums and interest thereon which may hereafter be loaned or otherwise disbursed to Trustor, or its successors or assigns, when evidenced by an amendment to the Agreement or other instruments reciting that they are secured by this Deed of Trust.

Trustor acknowledges that this Deed of Trust secures not only the repayment of money and the obligations recited herein, but also the performance by the undersigned of certain covenants, promises, agreements, obligations and responsibilities created in Trustor under the Agreement, the Promissory Note and Regulatory Agreement incorporated herein. Any default or breach by the undersigned of any covenant, promise, agreement or obligation of Trustor under any of said instruments secured hereby that is not timely cured as required in such instruments, shall allow Beneficiary to take all actions to which it is entitled, including but not limited to, the exercise of its right to declare the loan immediately due and payable and foreclose on the Property under this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To carry out the Work and construct the improvements described in the Scope of Work in accordance with the Schedule of Performance and all other provisions of the Agreement

<March 21, 2011 & Ramsey Villa LLC/Fred
Lawson>

- (2) To comply with all provisions of the Regulatory Agreement.
- (3) To expend the funds advanced under the Promissory Note solely for the Reimbursable Costs and Facade Improvements described in the Scope of Work.
- (4) To keep said Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (5) To provide, maintain and deliver to Beneficiary insurance satisfactory to Beneficiary pursuant to the Agreement. The amount collected under any insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (7) To pay, at least ten days before delinquency all taxes and assessments affecting said Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- (8) To pay immediately and without demand all sums so expanded by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

B. It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him or her in the same manner and with the same effect as provided above in paragraph A(2) regarding disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- (3) That upon written request of Beneficiary stating that all sums secured hereby have been paid or forgiven, and upon surrender of this Deed of Trust and said Promissory Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(4) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of the Agreement and Promissory Note, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Promissory Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(5) That Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county where said Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

(6) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees of the Promissory Note secured hereby, whether or not named as Beneficiary herein.

(7) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(8) That in the event of any Transfer (as defined below) of said Property, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, "Transfer" means any sale, conveyance, lease, transfer or disposition of all or any part of said Property or any interest of Trustor therein, or the further hypothecation or encumbering of said Property or any part thereof, or the entry into any agreement to do any of the foregoing, without the prior written consent of Beneficiary as your Agreement.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

TRUSTOR

By:


Ramsey Villa LLC/Fred Lawson, Owner

[requires notary's acknowledgement]

<March 21, 2011 & Ramsey Villa LLC/Fred
Lawson>

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On March 21, 2011, before me, VIRGINIA L. SORENSON, a Notary Public, personally appeared FRED LAWSON, 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 Virginia L. Sorenson
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
(Seal)

OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code § 27837.

Recording Requested by and
When Recorded Mail to:
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF BANNING
99 E. Ramsey Street
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDING USE

REGULATORY AGREEMENT

Between

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING

And

RAMSEY VILLA LLC/FRED LAWSON

This Regulatory Agreement ("Regulatory Agreement"), executed on or about March 21, 2011, is made and entered into by and between RAMSEY VILLA/FRED LAWSON ("Owner") and the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, a public body corporate and politic ("Agency"), with reference to the following:

RECITALS

A. This Regulatory Agreement is made and recorded in accordance with, and subject to, that certain FAÇADE IMPROVEMENT AGREEMENT dated March 21, 2011 ("Agreement"), by and between Owner and the Agency. The Agreement and all associated documents are public records maintained on file with the Office of the Banning City Clerk located at 99 East Ramsey Street, Banning, California 92220, or as may thereafter, from time to time, be established.

B. Unless otherwise specified herein, all definitions in the Agreement will have the same meaning when referred to herein.

C. This Agreement affects that parcel of real property commonly known as Assessor's Parcel Number 540-166-001, generally located at 225 W. Ramsey Street, in the City of Banning, County of Riverside, State of California, as more particularly described on the legal description attached hereto as Exhibit "A", and incorporated herein ("Site").

D. The term "Owner" as used in this Regulatory Agreement includes [property owners] and their successors and assigns to the Site described herein, and all lessees, tenants,

contractors, agents, and all persons claiming an interest in the Site, or claiming an interest by and through any of the foregoing.

E. Owner has proposed, and by the recording of this document will have commenced, construction of the Façade Improvements as defined in the Agreement. Owner's financing of the project involves reimbursement for certain Reimbursable Costs by the Agency, as provided in the Agreement.

NOW, THEREFORE, Owner, in consideration of Agency entering into the Agreement, hereby covenants, agrees, and declares that the Site shall be owned, held, used, maintained, occupied, rented, and otherwise transferred pursuant to the following restrictive covenants ("Covenants")-and that such Covenants shall be binding upon all of Owner's successors and assigns to the Site, and all lessees, tenants, contractors, agents, and all persons claiming an interest in the Site, or claiming an interest by and through any of the foregoing:

COVENANTS

1. **Covenants Run With the Land.** The Covenants set forth herein are limitations on the ownership and use of the land as provided in California Civil Code § 784. The Covenants are made for the direct benefit of the Site and shall run with the land and be binding upon the Owner, as defined herein, as provided in California Civil Code §§ 1460 through 1468. The Covenants set forth herein benefit, and may be enforced by, Agency, the City of Banning ("City"), and their respective successors or assigns. Owner shall not challenge the Restrictions as set forth in this Regulatory Agreement or any right of Agency or the City created under this Regulatory Agreement or the Agreement. Owner expressly acknowledges and agrees that the Covenants are reasonable restraints on Owner's right to own, use, maintain, and transfer the Site and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint or alienation.
2. **Term.** The parties agree that these Covenants shall remain in effect for a period of not less than five (05) years from and after completion of the Façade Improvements as anticipated by the Agreement ("Term"). The Term shall run continuously from the date of completion until expiration, unless tolled by operation of law, order of a court of competent jurisdiction, or as may be provided for in the Agreement.
3. **Management of Property.** The unique qualifications and expertise of Owner are of particular significance to the success of the project and long-term viability of the Site. It is because of this expertise and experience that the Agency has entered into this Agreement with Owner. Therefore, Owner agrees that it will continue to own and manage the Site through and including the date that is five (05) years following completion of the Façade Improvements.
4. **Prohibition on Transfer without Agency Approval.** Except as otherwise provided in the Agreement, the Owner shall not sell, transfer, or assign the Agreement or any part thereof without the prior written consent of the Executive Director, and then only under such conditions as may therein be prescribed.

- 4.1 **Transfer Defined.** As used herein, a "Transfer" or assignment shall include any sale, transfer, lease, assignment, hypothecation or encumbrance of the Site and the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of the Owner in the aggregate, taking all transfers into account on a cumulative basis.
- 4.2 **Approval of Transfer.** Approval and consent shall be granted by the Executive Director, in his or her sole and absolute discretion, upon presentation of evidence demonstrating that the person to whom any of the rights or privileges granted in the Agreement are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated, has the experience and resources, financial, managerial and otherwise, to perform its obligations under the Agreement. However, the Executive Director may make any modifications in the Agreement or establish such conditions to the transfer as may be necessary to effectuate the purposes of the Agreement and protect the public health, safety, and general welfare. Additionally, no Transfer will be approved during the construction of the Façade Improvements.
- 4.3 **Exceptions.** The foregoing prohibition shall not apply to any of the following:
- 4.3.1 The conveyance or dedication of any portion of the property to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the Project.
- 4.3.2 A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation:
- 4.3.3 Any transfer or series of transfers of ownership interest in the Agreement, to any Owner Affiliate. "Owner Affiliate" shall mean any entity which owns or controls Owner, to any entity owned or controlled by Owner, to any entity owned or controlled by or affiliated with any entity which owns or controls Owner, or to any entity resulting from a consolidation, or to the surviving entity in case of a merger, to which consolidation or merger Owner shall be a party, or to an entity to which all or substantially all of the assets of Owner have been sold.
- 4.4 **Obligations of Assigns or Successors.** In the event of transfer or assignment as provided for in the Agreement, the Owner's assigns or successors shall accept the Agreement in the same manner as provided therein, and the provisions of the Agreement shall be binding upon such assigns or successors in like manner as upon the Owner.

- 4.5 **Transfer in Violation.** Any purported sale, transfer, lease, assignment, encumbrance, merger, agreement, consolidation or similar transaction affecting the Agreement regardless of whether such transaction is voluntary or involuntary and which occurs without the prior approval and consent of the Executive Director, if required, shall constitute a Default and be grounds for forfeiture under the Agreement.
5. **Hours of Operation.** Owner agrees that the Site is a key property for the revitalization of the area subject to the Redevelopment Plan. The project and continued viability of the Site directly affects the viability of other businesses in the area subject to the Redevelopment Plan. In light of this, Owner agrees to the following:
- 5.1. The Property shall be open to the public at least Monday through Saturday, for not less than eight (8) hours per day, excepting state holidays as provided in California Government Code §§ 6700 and 6701. Nothing in the foregoing shall prohibit any lessee from operating a business in excess of eight (8) hours per day or on any state holiday.
- 5.2. Owner shall require as a condition of the lease for each and every tenant leasing space in the Site, a provision requiring the tenant to open their business to the public at least Monday through Saturday, for not less than eight (8) hours per day, excepting national holidays.
6. **Completion Date.** Owner shall use its best efforts to complete the construction and installation of the Façade Improvements within ninety (90) days from and after the Effective Date of this Agreement (the "Anticipated Completion Date"), unless a longer period is specified in the Scope of Work. The Anticipated Completion Date may be extended due to the occurrence of a force majeure event or by the Executive Director, in his or her sole discretion, for good cause. Completion will be deemed to have occurred for the Project if the Agency determines, in its sole discretion, that solely for the purposes of this Agreement, the Project has been substantially completed. The Regulatory Agreement shall remain in effect for the term thereof. However, it is understood, acknowledged, and agreed by Owner that the Agency's recordation of the Regulatory Agreement shall not in any way satisfy or supersede any requirement that the Owner obtain a Certificate of Occupancy, or any other permit or approval required by the City, Agency, or other governmental entity having jurisdiction for occupancy and operation of the Project or any phase thereof.
7. **Use Consistent with Project.** Owner shall use the Site for commercial purposes or such other uses as the Agency may determine, in its sole discretion, are consistent with the project and the Redevelopment Plan, and for which the City has issued the appropriate Project Approvals.
- 7.1. **Adult Businesses.** No sexually-oriented businesses or entertainment establishments (as defined in Banning Municipal Code § 9152), shall be established, maintained, or permitted to be established or maintained on the Site. The use, sale, distribution, display, advertisement, or other exhibition of material

that is obscene, that depicts "Specified anatomical areas," (as defined in Banning Municipal Code § 9152), "Specified sexual activities," (as defined in Banning Municipal Code § 9152), a "Specified criminal act" (as defined in Banning Municipal Code § 9152), or any "Adult oriented merchandise" (defined as merchandise depicting or designed for use in connection with Specified anatomical areas, Specified sexual activities or Specified criminal acts, as defined in Banning Municipal Code § 9152), is prohibited on the Site.

- 7.2. Sales of Alcohol. No sale, or offering for sale, of any alcoholic beverages shall be permitted on the Site, except as may be allowed by the City after review and approval thereof by the City under ordinances, rules, and official procedures of the City and as lawfully permitted under a valid permit or license obtained from the appropriate governmental agency having jurisdiction.
- 7.3. Sales of Tobacco Products. No sale, or offering for sale, of any tobacco products, including but not limited to cigarettes, cigars, cut tobacco, chewing tobacco, snuff, or similar tobacco products, shall be permitted on the Site.
- 7.4. Sales of Weapons. No sale, or offering for sale, of any lethal or potentially lethal weapon, including but not limited to any gun, rifle, shotgun, revolver, pistol, or other firearm, knife, dagger, dirk, sword, deadly implement of the martial arts, or other implement, the primary purpose of which is to cause serious bodily injury, shall be permitted on the Site.
- 7.5. Laundromat. No laundromat, whether self-service or full-service (including dry cleaning or other laundry-related services), shall be permitted on the Site.
- 7.6. Bail Bonds. No commercial enterprise that has as any part of its business the sale or provision of bail, bail bonds, or other securities in any way related to the posting of bail shall be permitted on the Site.
- 7.7. Restaurant/Commercial Operation. The ground floor of the Site shall be used for restaurant operation space directly serving the public and contributing to the economic viability of the area subject to the Redevelopment Plan. No enterprise that consists substantially of office space or similar non-restaurant uses shall be permitted as a tenant on the Site. The foregoing shall not be deemed to disallow restaurant/commercial tenants from including within their leased space an office that is sized to serve the needs of the restaurant/commercial business conducted therein. Ground floor restaurant must in operation for a minimum of five years.
8. Maintenance of the Site. The Owner covenants and agrees for itself, its tenants, its successors and assigns, and any successor-in-interest to the Site, or part thereof, that it will, at its sole cost and expense: (i) maintain the appearance and safety of the Façade Improvements and Site (including all buildings, improvements, fixtures, parking areas, and landscaping) in good order, condition, and repair, and free from the accumulation of trash, waste materials, and other debris; and (ii) remove all graffiti placed upon the Site (including all improvements, fixtures, and landscaping) within seventy-two (72) hours of

its appearance. In the event of a default of this covenant and of a failure to cure the default within fifteen (15) days after service of a written notice by Agency and/or the City, Agency and/or the City, or their agents, employees and contractors, shall have the right to enter upon the Site without further notice and to take such actions as are necessary to cure the default. Owner shall reimburse Agency and/or the City for all costs associated with cure of the default (including, but not limited to, staff services, administrative costs, legal services, and third-party costs), within fifteen (15) days after service of a written notice by Agency and/or City. If Owner fails to pay within the time provided, such costs shall be a lien upon the Site, as provided by California Civil Code § 2881. The Agency may enforce and foreclose such lien in any manner legally allowed.

9. **Nondiscrimination in Employment.** The Owner covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that all persons employed by or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth, or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, the Immigration Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, *et seq.*, 42 U.S.C. § 1981, the California Fair Employment and Housing Act, California Government Code § 12900, *et seq.*, the California Equal Pay Law, California Labor Code § 1197.5, California Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all other anti-discrimination laws and regulations for the United States and the State of California as they now exist or may hereafter be amended.
10. **Nondiscrimination and Nonsegregation.** Owner covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that it shall abide by the following provisions:
 - 10.1. **Obligation to Refrain from Discrimination.** They shall refrain from restricting the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (or any part thereof) on the basis of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto), of any person or group of persons, and shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*) as they exist on the date of this Agreement or as they may thereafter be amended, repealed and reenacted, or otherwise modified. They shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed.

10.2. Nondiscrimination and Nonsegregation Clauses. Any deeds, leases, or contracts that are proposed to be, or that are, entered into with respect to the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (including improvements and fixtures) (or part thereof), shall be subject to, and shall expressly contain, nondiscrimination or nonsegregation clauses in substantially the following form:

10.2.1. In Deeds. "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

10.2.2. In Leases. "The lessee covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and 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, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased."

10.2.3. In Contracts. "There shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land or premises affected by this instrument, nor shall the contracting or subcontracting party or parties, or other transferees under this instrument, or any person claiming under or through it, violate the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*), and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*) as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, nor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land. This provision shall obligate the contracting and subcontracting party or parties, and other transferees under this instrument, or any person claiming under or through it."

11. Taxes and Encumbrances. Owner shall pay, when due: (i) all ad valorem property taxes imposed on the Site under Article XIII A of the California Constitution; (ii) all special taxes imposed on the Site; (iii) all special assessments imposed on the Site; (iv) all taxes payable under the California Bradley-Burns Uniform Local Sales & Use Tax Law, Revenue and Taxation Code § 7200, *et seq.*; and (v) all other taxes, assessments, fees, exactions, or charges, any portion of which are allocated to, or received by, the City or the Agency and which are imposed due to the ownership, use, or possession of the Site or interest therein or due to the construction or operation of the Project. Upon failure to so pay, Owner shall remove any lien, levy, or encumbrance made on the Site within ninety (90) days of the attachment of such. Owner hereby waives any right it may have to contest the imposition of such taxes, assessments, fees, exactions, or charges against the Site or upon the construction or maintenance of the Façade Improvements that are levied by the City, the Agency, the County of Riverside, or the State of California, or any special district of any of the foregoing.
12. Speculation in Land Prohibited. Owner covenants and agrees that it shall use, maintain, and transfer the Site in such a manner as to prevent speculation and/or excess profit taking in the Site within the meaning of California Health and Safety Code § 33437.5, as that section exists on the date this Agreement was recorded or as it may thereafter be amended, repealed and reenacted, or otherwise modified.
13. Effect of Violation. Agency and City are deemed the beneficiaries of the terms and provisions of this Regulatory Agreement for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Regulatory Agreement has been provided. Agency and City shall have the right, if the Agreement or any covenants stated in this Regulatory Agreement are breached, to

exercise all rights and remedies provided for under the Agreement, and to maintain any actions or suits at law or in equity or other proper proceedings, including specific performance, to enforce the curing of such breaches.

14. **Subordination.** This Regulatory Agreement is subject and subordinate to [nothing]. Agency agrees to execute a Subordination Agreement(s) if required by the Owner or a title company.
15. **Building Vacancy.** If a building or rental space located in a free standing or multi-tenant building becomes unoccupied and vacant, the property owner is required within thirty days of the vacancy to post a sign indicating the property or space is available for lease or rent. The sign(s) must be visible from the street and sidewalk areas; must have the name and valid phone number of the property owner and/or leasing agent and must be actively on the market and pursuing efforts to fill the vacancy.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed by themselves or by their respective officers duly authorized this 21 day of MARCH, 2011. The Owner hereby approves each of the Covenants set forth in this Regulatory Agreement.

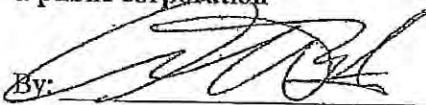
"Owner"

By: 
Ramsey Villa LLC/Fred Lawson

[All "Owner" signatures must be notarized]

"Agency"

BANNING REDEVELOPMENT
AGENCY,
a public corporation

By: 

Name: _____
Andrew J. Takata, Executive Director

APPROVED AS TO FORM:

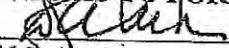
By: 
David J. Aleshire
Agency Counsel

EXHIBIT A

Description of Property

A.P.N.: 540-166-001
POR LOT 3, BLK 009/044 AND LOTS 1 & 2, BLK 223, MB
009/044 SB AMENDED MAP OF THE BANNING LAND CO

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On MAR. 21, 2011, before me, VIRGINIA L. SORENSON a Notary Public, personally appeared FRED LAUSON, 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 Virginia L. Sorenson
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
(Seal)

Attachment 4
Exhibit "C" First Amendment to the Agreement

FIRST AMENDMENT TO FAÇADE IMPROVEMENT AGREEMENT
225 W. RAMSEY STREET, BANNING, CALIFORNIA

THIS FIRST AMENDMENT TO FAÇADE IMPROVEMENT AGREEMENT ("First Amendment") is made and entered into this 13th day of December, 2011, by the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING ("Agency"), a public body, corporate and politic and Ramsey Villa LLC/Fred Lawson ("Owner"). Owner and Agency are occasionally herein referred to individually as a "party" and collectively as the "parties".

RECITALS

- A. On March 21, 2011, the parties entered into that certain Façade Improvement Agreement (the "Original Agreement") by which the Agency provided financial assistance in the amount of \$230,000.00 for a Façade Improvement on property located at 225 W. Ramsey Street more particularly depicted in Exhibit "A" to this Agreement.
- B. The Agreement provides for operative provisions which include, among others, completion of the project within 90 days of the date of the Agreement and leasing of the commercial space on the first floor of the building to a restaurant operator prior to occupancy of the building.
- C. The Owner has faced significant difficulty leasing the commercial space to a restaurant operator due the uniquely depressed current economic conditions and has requested to the Agency Board that he be allowed to (i) complete the façade improvement by January 31, 2012, (ii) to lease and allow occupancy of the apartment units in advanced of the leasing of the commercial space, and (iii) that the commercial space be allowed to be leased to a restaurant or retail operator that is consistent with the Zoning Ordinance and compatible with the use of the structure as residential apartment units.
- D. On December 13, 2011, the Agency Board reviewed and approved the request by the Owner to complete the façade improvement and renovation of the building by January 31, 2012; allowed the lease and occupancy of the apartment units once the building is approved for occupancy by the City; and authorized the lease of the commercial space to commercial operator that are compatible with the residential units by December 13, 2012. Furthermore, the Agency Board provided the Executive Director the authority to extend the completion of the façade renovation based on good cause.
- E. The amendments to the Original Agreement effected hereby are made pursuant to the terms of the Original Agreement, which Original Agreement expressly

delegated to the parties the right to extend and amend the term of the Original Agreement based on events of force majeure; other amendments to the Original Agreements are clarifications to the existing Original Agreement terms and the implementation of other enforceable obligations under the Original Agreement.

NOW, THEREFORE, the parties agree that the Agreement shall be revised pursuant to the following terms of this Amendment:

1. Recitals. The foregoing Recitals are acknowledged by the Parties as true and correct and are hereby incorporated into the terms of this Amendment by this reference.
2. Scope of Improvement. Section 1.1 is hereby amended by adding Subsection 1.1.3 reading as follows:

The commercial space for a restaurant that is located on the first floor of the building is to be developed and occupied by a restaurant or a retail operator that is consistent with the uses listed in Downtown Commercial District of the City of Banning Zoning Ordinance and, furthermore, the retail and restaurant operator that is compatible with the apartment units that will be occupied by residents.

3. Completion Date. The first sentence in Section 1.8 of the Original Agreement is hereby amended to state:

The Owner shall use its best efforts to complete the construction and installation of the Façade Improvements by January 31, 2012 or may be extended by the Executive Director upon showing that there are extenuating circumstances or good cause that require an extension of time to complete the façade improvement. The commercial space that is located on the first floor of the building is to be leased by December 13, 2012 to a restaurant operator or a commercial tenant that is compatible with the residential atmosphere and is consistent with the uses permitted in the Downtown Commercial zone of the Banning Zoning Ordinance.

4. Remaining Provisions of the Original Agreement. Except as expressly provided in this First Amendment, all other provisions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and Owner have entered into this First Amendment as of the date set forth above.

By: Don Robinson
Don Robinson, Mayor

ATTEST:

By: Marie Calderon
Marie Calderon, City Clerk

APPROVED AS TO FORM:
ALESHIRE AND WYNDER, LLP

By: David L. Aleshire
David L. Aleshire, City Attorney

"Owner"

By: Fredrick Hanson
Name: Fredrick Hanson

Attachment 5
Exhibit "D" – Second Amendment to the Agreement

SECOND AMENDMENT TO FAÇADE IMPROVEMENT AGREEMENT
225 W. RAMSEY STREET, BANNING, CALIFORNIA

THIS SECOND AMENDMENT TO FAÇADE IMPROVEMENT AGREEMENT ("Second Amendment") is made and entered into this 13th day of November, 2012, by the SUCCESSOR AGENCY OF THE CITY OF BANNING and the HOUSING AUTHORITY ("Agency"), a public body, corporate and politic and Ramsey Villa LLC/Fred Lawson ("Owner"). Owner and Agency are occasionally herein referred to individually as a "party" and collectively as the "parties".

RECITALS

- A. On March 21, 2011, the parties entered into that certain Façade Improvement Agreement (the "Original Agreement") by which the Agency provided financial assistance in the amount of \$230,000.00 for a Façade Improvement on property located at 225 W. Ramsey Street more particularly depicted in Exhibit "A" to this Agreement.
- B. On December 13, 2011, the Community Redevelopment Agency approved a first amendment to the Original Agreement to allow the developer time to complete renovation of the apartments and the parking lot and lease the apartment units once the City issued a certificate of occupancy and lease the commercial space to a restaurant or a retail tenant by December 13, 2012 (the "First Amendment").
- C. WHEREAS, the Banning Community Redevelopment Agency, along with other redevelopment agencies in the State of California, was eliminated per AB 1X 26 and is replaced with the Successor Agency and/or Housing Authority to oversee the activities of the former redevelopment agency. The Successor Agency's approval of this Second Amendment shall be subject to Oversight Board approval and review by the State Department of Finance per AB 1X26.
- D. WHEREAS, the developer Fred Lawson/Ramsey Villa LLC has requested approval of a second amendment to the Façade Improvement Agreement and has agreed to a certain timelines to lease the apartments and the commercial space.

NOW, THEREFORE, the parties agree that the Agreement shall be revised pursuant to the following terms of this Amendment:

- 1. Recitals. The foregoing Recitals are acknowledged by the parties as true and correct and are hereby incorporated into the terms of this Amendment by this reference.
- 2. Completion Date. Section 3 of the First Amendment is repealed in its entirety to be replaced with the amendment made in this Section of this Second Amendment. Section 1.8 of the Original Agreement, is hereby amended to read in its entirety as follows:

"1.8 Completion Date. The Owner shall use its best efforts to:

- a. Lease the apartment units based on the following timelines:
 - i. 80% of the 22 units shall be leased by March 31, 2013.
 - ii. 100% of the total units shall be leased by June 30, 2013.
- b. Have the restaurant/retail space lease and completed based on the following timelines:
 - i. Having a signed lease agreement with a restaurant owner or retail tenant by September 30, 2013.
 - ii. Complete the kitchen renovation within 90 days of signing the lease with a restaurant or retail tenant or by December 31, 2013.

Subsequent extension may be granted by the Executive Director upon showing that there are extenuating circumstances or good cause that requires an extension of time to complete leasing of the apartments and the commercial space. The Regulatory Agreement shall remain in effect for the term thereof. However, it is understood, acknowledged, and agreed by the Owner that the Agency's recordation of the Regulatory Agreement shall not in any way satisfy or supersede any requirement that the Owner obtain a certificate of Occupancy, or any other permit or approval required by the City, Agency, or other governmental entity having jurisdiction for occupancy and operation of the Project or any phase thereof."


3. Remaining Provisions of the Original Agreement. Except as expressly provided in this Second Amendment, all other provisions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and Owner have entered into this Second Amendment as of the date set forth above.

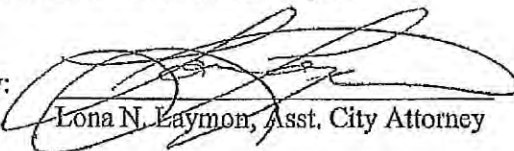
By: Don Robinson
Don Robinson, Mayor

Barbara Hanna
Barbara Hanna, Housing Authority Chairperson

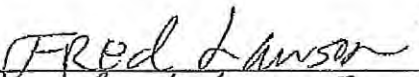
ATTEST:

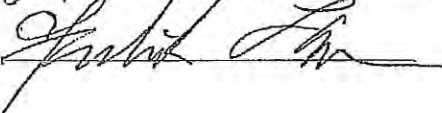
By: 
Marie Calderon, City Clerk

APPROVED AS TO FORM:
ALESHERE AND WYNDER, LLP

By: 
Lona N. Laymon, Asst. City Attorney

"Owner"

By: 

Name: 

Attachment 6
Exhibit “E” – Third Amendment to the Agreement

THIRD AMENDMENT TO FAÇADE IMPROVEMENT AGREEMENT
225 W. RAMSEY STREET, BANNING, CALIFORNIA

THIS THIRD AMENDMENT TO FAÇADE IMPROVEMENT AGREEMENT ("**Third Amendment**") is made and entered into this 23rd day of December, 2013, by the City Manager on behalf of the SUCCESSOR AGENCY OF THE CITY OF BANNING and the HOUSING AUTHORITY ("**Agency**"), a public body, corporate and politic and Ramsey Villa LLC/Fred Lawson ("**Owner**"). Owner and Agency are occasionally herein referred to individually as a "party" and collectively as the "parties".

RECITALS

- A. **WHEREAS**, on March 21, 2011, the parties entered into that certain Façade Improvement Agreement (the "Original Agreement") by which the Banning Community Redevelopment Agency ("Former RDA") provided financial assistance in the amount of \$230,000.00 to Owner for a Façade Improvement on property located at 225 W. Ramsey Street more particularly depicted in Exhibit "A" to this Agreement. The Original Agreement provides for operative provisions which include, among others, completion of the project within 90 days of the date of the Original Agreement and leasing of the commercial space on the first floor of the building to a restaurant operator prior to occupancy of the building.
- B. **WHEREAS**, on December 13, 2011, the Former Agency approved a first amendment to the Original Agreement ("First Amendment") to allow the Owner time to complete renovation of the apartments and the parking lot and lease the apartment units once the City issued a certificate of occupancy, and lease the commercial space to a restaurant or a retail tenant by December 13, 2012.
- C. **WHEREAS**, the Former Agency, along with other redevelopment agencies in the State of California, was eliminated per ABx1 26 and is replaced with the Successor Agency and/or Housing Authority to oversee the activities of the former redevelopment agency. This Third Amendment shall, after approval by the Executive Director, be subject to review by the Oversight Board and the State Department of Finance per ABx1 26.
- D. **WHEREAS**, on November 13, 2012 the Successor Agency and/or Housing Authority approved a second amendment to the Original Agreement ("Second Amendment") that required the Owner to complete leasing 80% of the apartments units by March 31, 2013 and 100% by June 30, 2013. In addition, the Second Amendment required the Owner to sign a lease agreement with a restaurant owner or retail tenant by September 30, 2013, and complete the kitchen renovation within 90 days of the signing of the lease with such restaurant or retail tenant or by December 31, 2013.
- E. **WHEREAS**, The Original Agreement as amended by the First Amendment and Second Amendment is herein referred to as the "Agreement".

F. **WHEREAS**, Owner has faced significant difficulty leasing the commercial space to a restaurant operator due the uniquely depressed current economic conditions and has thus requested approval of a third amendment to extend the completion for leasing of the apartments and the commercial space citing various reasons per the attached letter dated December 16, 2013, and attached herewith as Exhibit "A and has agreed to a certain timelines to lease the apartments and the commercial space.

G. **WHEREAS**, the amendments to the Original Agreement effected hereby are made pursuant to the terms of the Original Agreement, which Original Agreement expressly allows that the Executive Director may extend agreement terms for extenuating circumstances or good cause that requires an extension of time to complete leasing of the commercial space, and the implementation of other enforceable obligations under the Original Agreement.

NOW, THEREFORE, the parties agree that the Agreement shall be revised pursuant to the following terms of this Amendment:

1. Recitals. The foregoing Recitals are acknowledged by the parties as true and correct and are hereby incorporated into the terms of this Third Amendment by this reference.
2. Completion Date. The first sentence in Section 1.8 of the Original Agreement, amended in the Second Amendment, is hereby amended to state (all remaining provisions of Section 1.8 as stated in the Second Amendment, starting with the phrase "Subsequent extension may. . .," remain intact):

The Owner shall complete leasing of the apartment units, complete renovation of the commercial space, have signed a lease with a commercial tenant, and commenced actual operations in the commercial space no later than December 31, 2014.

3. No Subsequent Extension. There shall be so subsequent extension to the Agreement.
4. Remaining Provisions of the Original Agreement. Except as expressly provided in this Third Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and Owner have entered into this Third Amendment as of the date set forth above.

By:

Andrew J. Takata, Executive Director

ATTEST:


By:

Marie Calderon, Agency Secretary

APPROVED AS TO FORM:
ALESHIRE AND WYNDER, LLP

By: David J. Aleshire, Agency Counsel

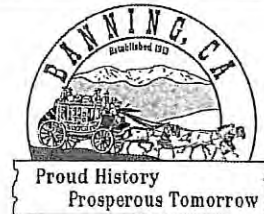
"Owner"

By: 
Name: Fredrick Hanson
Ramsey Villa LLC

ATTACHMENT 3

Certificate of Occupancy, dated November 29, 2012

City of Banning
Building/Safety Division
P.O. Box 998
Banning, CA 92220
(951) 922-3120 FAX (951) 922-3128



CERTIFICATE OF OCCUPANCY

This is to certify that the building described herein has been inspected and meets the code requirements for the uses indicated. Any change in use requires a new certificate. This certificate must be posted and maintained in the structure for which it is issued.

Permit Number(s)....: **10-381**

Type of Permit.....: **Conversion of former hotel to apartments**

Address.....: **225 W. Ramsey St.**


Parcel Number.....: **540-166-001**

Description.....: **Ramsey Villas –**

Use Code: **N/A**

Occupancy Group: **R-2**

Owner: **Branton / Lawson**
14525 S Western Ave.
Gardena, CA 90249

By:  **FOR**
Jim Barrett, Deputy Building Official

Date: **November 29, 2012**



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: November 14, 2017

SUBJECT: Receive and File – Update on Owner Participation Agreement
By and Between the Community Redevelopment Agency of the
City of Banning and The Haven Corporation, DBA Haven
Coffeehouse and Art Gallery

RECOMMENDED ACTION:

Receive and file update on Owner Participation Agreement by and between the Community Redevelopment Agency of the City of Banning and The Haven Corporation, DBA Haven Coffeehouse and Art Gallery

BACKGROUND:

Upon direction from the City Council, staff has prepared an update to the disposition of an Owner Participation Agreement by and between the Community Redevelopment Agency of the City of Banning and The Haven Corporation, DBA Haven Coffeehouse and Art Gallery ("Haven"), dated November 18, 2009 (Attachment 1). The agreement was originally made to fund improvements including signage and an outdoor patio, in the form of a six year loan (first year repayment deferred), with 3% annual interest, and a principal loan amount of \$30,000.

The Haven expended \$27,000 of the originally approved amount and never became profitable, closing their doors in the third quarter of 2011. The owner of The Haven made a settlement offer to the Successor Agency in the form of retaining the remaining assets, comprised of furniture, fixtures and equipment ("FF & E").

On September 26, 2013, the Oversight Board to the Successor Agency approved a Settlement Agreement, Release of All Claims, and Bill of Sale for Personal Property

(Attachment 2 and 3) with the intent of eventually reselling the equipment to recover any loan principal.

On December 31, 2013 (Attachment 4 – copy of only record located), The Successor Agency entered into a purchase agreement for the outstanding FF & E with Mese Ugapo, DBA The Haven. The principal amount of the sale was \$9,250.08, with 48 equal monthly payments of \$192.71, secured by a Uniform Commercial Code (“UCC-1”) Filing. Approximately \$2,119.81 was paid, with an unpaid balance of \$7,130.27 when this operator closed its doors. This type of filing secures FF & E and remains intact for a period of five years. The end of the term would be approximately December 2018.

Staff conducted a Board of Equalization search for Mese Ugapo (Attachment 5), and it appears the entity has ceased reporting sales tax collection as of July 17, 2014. There appears to be no further cost effective collection remedy available.

FISCAL IMPACT:

None.

OPTIONS:

1. Receive and file.

ATTACHMENTS:

1. Owner Participation Agreement, dated November 2009
2. Oversight Board to the Successor Agency Staff Report, dated September 26, 2013
3. Minutes from Oversight Board to the Successor Agency, dated October 24, 2013
4. Bill of Sale, dated December 2013
5. Board of Equalization – Tax Permit Verification

Approved by:

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

Alejandro Díaz
Interim City Manager

ATTACHMENT 1

Owner Participation Agreement, dated November 2009

FILE COPY

OWNER PARTICIPATION AGREEMENT

by and between

the

COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF BANNING

a public body, corporate and politic

and

The Haven Corporation, DBA Haven Coffeehouse and Art Gallery

42 W Ramsey Street

Banning, CA 92220

Dated this 18th Day of November, 2009

OWNER PARTICIPATION AGREEMENT

This Owner Participation Agreement (the "Agreement"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, a public body, corporate and politic ("Agency") and THE HAVEN CORPORATION, DBA THE HAVEN COFFEEHOUSE AND ART GALLERY ("Participant"), on the following terms and conditions:

RECITALS

A. **General Purpose.** This Agreement provides a mechanism whereby Participant may participate in the redevelopment of the Project Area. Its general purpose is to implement the Redevelopment Plan, to decrease blight, and to enhance the economic feasibility of development and economic viability of projects within the Project Area in a manner consistent with the goals, objectives, policies and standards of the Redevelopment Plan and those of Agency and the City. This Agreement is in accord with the applicable state and federal laws.

B. **Specific Purpose.** The specific purpose of this Agreement is to facilitate development of the Project by Participant as described herein. Conditions existing within the Project Area are perpetuating the existence of blight, serving to retard private development, and currently render development of the Project economically infeasible without the assistance of the Agency. Participant owns a commercial operation in the Project Area occupying the entire ground floor of the building at 42 West Ramsey Street, Banning, California (the "Site"), which Site shall be operated and maintained as a coffeehouse and art gallery featuring local art, special events and as a focal point to attract customers to downtown, a key component in attracting customers to the Downtown Area (the "Project"). The Agency is funding a vigorous commercial rehabilitation program designed to reverse the economic decline of the Downtown, and the success of Participant's business will be critical to the success of the overall program. This Agreement is, therefore, intended to set forth the obligations of Participant to develop the Project and the manner in which and the extent to which the Agency will assist Participant in that endeavor.

C. **Evidence of Indebtedness.** Through this Agreement, Agency has indebted itself to the payment of a monetary obligation, subject to the terms and conditions contained herein, and such debt, whether funded, unfunded, assumed or otherwise, may be considered a debt of Agency for purpose of issuing Statements of Indebtedness and Reconciliation Statements pursuant to California Health and Safety Code § 33675.

D. **Speculation not Permitted.** Participant understands and acknowledges that the purpose of this Agreement is not to facilitate speculation or excess profit-taking in the Project or Site within the meaning of California Health and Safety Code § 33437.5 as that section exists on the date of this Agreement or as it may thereafter be amended, repealed and reenacted, or otherwise modified.

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 - DEFINITIONS

"Action" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

"Agency" shall mean the Community Redevelopment Agency of the City of Banning, a public body organized and existing and exercising those governmental functions and powers, as authorized under the Community Redevelopment Law (Health and Safety Code § 33000, *et seq.*) of the State of California. The term the "Agency" shall also include any assignee of, or successor to, the rights and responsibilities of Agency under this Agreement.

"Agency Loan" shall bear the meaning ascribed to it in Section 4.1 hereof.

"Agreement" or "OPA" shall mean this entire Owner Participation Agreement ("OPA"), including all attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference.

"Assisted Project Costs" means those Project costs that shall be paid for by Participant with monies from the Agency Loan. Assisted Project Costs shall consist of the actual, necessary and reasonable costs associated with (i) the installation of a building/business identification sign at the Site, and (ii) the construction/improvement of an outdoor patio for customer use, under the terms and conditions set forth in this Agreement, and (iii) as the continued operation of the Site as a coffeehouse and art gallery in accordance with Section 3.2 hereof.

"City" shall mean the City of Banning, a municipal corporation formed and existing under the laws of the State of California. The term "City" shall also include any assignee of, or successor to, its rights, powers, and responsibilities.

"Claims and Liabilities" shall mean any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, development approvals, this Agreement, or other actions of City or Agency pertaining to the Project, (ii) seeking damages against City or Agency as a consequence of the foregoing actions or for the taking or diminution in value of their property, or in any other manner, or (iii) for any tort claim or action against the City or Agency arising in connection with Participant's construction of the Project.

"Completion" shall mean the completion of the Project as provided for in Section 2.2.1.5 [Completion] of this Agreement.

"Default" shall mean the failure of a party to perform any material action or covenant required by and within the time periods provided herein following notice and opportunity to cure, as set forth in Section 8.1 [Default] of this Agreement.

"Development Costs" shall mean all the costs and expenses which must necessarily be incurred in the design, development, construction and completion of the Project, including but not limited to: predevelopment costs; Participant's overhead and related costs; costs of acquiring the Site; design and engineering costs; development costs; construction costs; fees payable to accountants, appraisers, architects, attorneys, biologists, construction managers, engineers, geologists, hydrologists, inspectors, planners, testing facilities, and other consultants; impact, development, park, school and other fees and charges imposed by governmental entities as a condition approval on the Project; costs for obtaining permits and approvals; taxes; assessments; costs related to testing for and remediation of Hazardous Substances; utility connection fees and other utility related charges; costs relating to financing including principal, interest, points, fees and other lender charges; escrow fees and closing costs; recording fees; court costs; costs relating to insurance; costs relating to title insurance; costs relating to bonds; Development Fees, and all other costs and expenses of Participant related to the performance of this Agreement. Eligible Development costs must be as indentified within the Project Budget, as it may be amended from time to time.

"Development Fees" shall mean those fees, charges, and exactions imposed by the City upon the development of the Project on the Site, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, and other related charges.

"Effective Date" shall mean the date the Agreement has been formally approved by the Agency's governing board and executed by the appropriate authorities of the Agency and Participant.

"Environmental Review" shall mean the investigation and analysis of the Project's impacts on the environment as may be required under the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000, *et seq.*, and/or the Project's impacts on any species of plant or animal listed as a species of concern, a threatened species, or an endangered species, or habitat therefore, as may be required by the California Endangered Species Act ("CESA"), Fish and Game Code § 2050, *et seq.*, and/or the U.S. Endangered Species Act ("USES"), 16 U.S.C. § 1531, *et seq.*, or other applicable California or federal law or regulation.

"Executive Director" shall mean the Executive Director of the Agency and/or any person designated and authorized by the Executive Director to act in the Executive Director's capacity with regard to this Agreement.

"Hazardous Substances" shall mean any and all of the following:

- (i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, 42 U.S.C.

§7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq.*; the Hazardous Substance Account Act, H.&S.C. §25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq.*; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq.*; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq.*; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq.*; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq.*, all as they may from time to time be amended;

(ii) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature;

(iii) any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and

(iv) polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos, and lead.

"Litigation Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the investigation, prosecution or defense of an Action or to cure a Default of another party, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

"Local Regulations" shall mean all the provisions of the City's General Plan, the City's Municipal Code (including but not limited to, all zoning, development, subdivision, and building standards, regulations, and procedures, and all uniform codes incorporated therein), any applicable specific plan, the conditions of any applicable map being processed or having been approved under the Subdivision Map Act (Government Code § 66410, *et seq.*), any mitigation measures imposed as a result of Environmental Review for the Project, all as they exist on the date of this Agreement or as they may thereafter be amended, repealed and reenacted, or otherwise modified.

"Participant" shall mean THE HAVEN CORPORATION, DBA THE HAVEN COFFEEHOUSE AND ART GALLERY having its principal place of business at 42 West Ramsey Street and 33 South San Geronio Avenue, Banning, California, and who is the lessor of the Site and the owner and operator of the Site as a coffeehouse and art gallery. The term

"Participant" shall, to the extent such is expressly permitted under this Agreement, include any assignee of, or successor to, the rights and responsibilities of the Participant under this Agreement.

"Project" shall mean (i) the installation of a building/business identification sign, and (ii) the construction/improvement of an outdoor patio for customer use, under the terms and conditions set forth in this Agreement, and (iii) as the continued operation of the Site as a coffeehouse and art gallery. The Project shall specifically require, but not be limited to, the items of construction and renovation defined and described in **Attachment "C" [Scope of Project]**.

"Project Approvals" shall mean any permit, approval, determination, and/or entitlement required by the Agency and/or City and pertaining to the design, development, construction, and installation of the Project, including, but not limited to, General Plan amendments, Specific Plan amendments, zone changes, zone variances, conditional use permits, site development plans, change plans, planned sign programs, grading permits, building permits, actions under the Subdivision Map Act, encroachment permits, business licenses and other such approvals as may be required under the Banning Municipal Code, the Redevelopment Plan, and all other applicable ordinances, codes, policies, and procedures approved by the Agency and/or City and effective as of the Effective Date of the Agreement. The date of the Project Approvals shall be the date of the last approval from Agency or City for the Project to proceed but shall not be later than the date of issuance of building permits for the improvements.

"Project Area" shall mean that portion of the City that is subject to, and the boundaries of which are specifically described in, the Redevelopment Plan for the City.

"Project Plans" shall mean all construction, building, engineering, and architectural plans, drawings, and diagrams for grading, drainage, traffic, parking, construction and/or building, landscaping and other plans related to the Project and all designs, diagrams, drawings, specifications and other representations of or documents associated with the Project Plans.

"Redevelopment Plan" shall mean merged plan of redevelopment for the Downtown and Midway Redevelopment Projects that was adopted by the Agency and City pursuant to the California Community Redevelopment Law, by Ordinance No. 1280 on February 26, 2002, and as subsequently may be amended, from time to time, hereafter.

"Site" shall mean those commercial premises leased by Participant pursuant to the lease agreement between Participant and the Banning Commercial Investors dated January 1, 2009. The Site occupies the entire ground floor of that building located at 42 West Ramsey Street in the City of Banning, California and commonly known as the "Haven Coffeehouse and Art Gallery" as more specifically described in, and depicted on the diagram, attached hereto and incorporated herein by reference as **Attachment "A"**. For purposes of this Agreement, the term Site shall refer to Participant's leasehold interest therein as well as the actual physical premises occupied by Participant pursuant to its lease with Banning Commercial Investors dated January 1, 2009.

ARTICLE 2 - DEVELOPMENT OF THE PROJECT

2.1. **Scope of Development.** Participant shall, at its sole cost and expense, notwithstanding any assistance that may be provided by the Agency under this Agreement, design, develop, and construct the Project on the Site in accordance with the following provisions:

2.1.1. **Quality.** It is the intent of the parties that the Project exhibits the highest standards of competent design and good workmanship. As such, all design work for the Project shall be undertaken by qualified architectural and/or engineering consultants and all construction work shall be performed by responsible contractors holding valid licenses for the class and category of work being undertaken. All materials incorporated into the Project shall be of a standard or grade reasonably acceptable to the Agency.

2.1.2. **Project Approvals.** Participant shall prepare, file, process applications for, and obtain all Project Approvals, whether ministerial or discretionary, which the City, and/or any other governmental entity having jurisdiction, requires for the Project. Participant agrees to comply with the Local Regulations and all established procedures and policies of the City's planning, building, and public works departments regarding the submittal and review of applications. Participant understands, acknowledges, and agrees that the construction and use of the Project is subject to the discretionary review (including architectural and design review) and approval by the City, including, but not limited to, the City Planning Commission and/or the City Council, and that nothing in this Agreement is, or shall be interpreted to be, an agreement by the Agency or the City to approve or issue any permit, approval, or entitlement for the Project.

2.1.3. **Conformity to Redevelopment Plan.** In addition to any Project Approvals required by Section 2.1.2 [Project Approvals], Participant acknowledges and agrees that the Agency, by either its governing board or Executive Director, in accordance with the procedure adopted by the Agency, has the power and discretion to review and approve this Agreement and the Project as to conformity with the Redevelopment Plan. Participant shall prepare, file, and process any application required by the Agency for the Governing Board or Executive Director to undertake this review and approval process.

2.1.4. **Project Plans.** Participant shall promptly prepare and submit the Project Plans to the appropriate department of the City for review and approval within the time provided under Section 2.2 [Schedule of Performance]. In the event the Project Plans, or any portion thereof, are disapproved, the Participant shall expeditiously revise and resubmit the Project Plans or applicable portions thereof to the City.

2.1.5. **CEQA/NEPA Review.** Participant shall undertake, commence, and complete any Environmental Review required for the Project and shall comply with any mitigation measures imposed as a result thereof.

2.1.6. **Development Costs.** Excepting any assistance to be provided by the Agency under this Agreement, Participant shall be solely responsible for payment of all Development Costs.

2.1.7. **Development Fees.** Notwithstanding any assistance to be provided by the Agency under this Agreement, Participant shall be solely responsible for payment of all Development Fees.

2.1.8. **Rights of Access and Inspection.** Representatives of the Agency and the City, including the Executive Director and his or her designees, shall have the reasonable right of access to the Site without charges or fees, at normal construction and/or business hours during the performance of the Project, for the purpose of, including but not limited to, reviewing Participant's progress in commencing and diligently pursuing the Project to Completion as required under this Agreement.

2.1.9. **Compliance with Prevailing Wage Law.** Participant acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law and Participant is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720, *et seq.*, of the California Labor Code for all covered work performed on the Project. The Director's determination of prevailing rates is on file with, and open to inspection at, the office of the City Clerk and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to the Project, the Contractor shall submit weekly certified payrolls of all workers employed on this Project to the Agency in a form acceptable to the Agency. Participant acknowledges the possibility of wage increases during construction of the Project and that Participant and/or its contractors shall be responsible for paying such increases. Participant acknowledges that it is aware of and shall comply with, and that its contractors shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1775 prescribing sanctions for failure to pay prevailing wage rates; (ii) Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so; (iii) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (iv) Section 1810 providing that eight hours of labor shall be a day's work; and (v) Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks. Participant will indemnify, defend and hold harmless the Agency and/or the City of Banning from any and all claims, liabilities, penalties, fines or fees attributable to Participant's violation of State or Federal labor standards, including but not limited to the payment of prevailing wages and Participant shall be solely liable for the cost thereof. This Project is being developed and budgeted for assuming the payment of prevailing wages as needed.

2.2. **Schedule of Performance.** Except as provided in Section 9.2 hereunder concerning enforced delays, Participant shall undertake, commence, and thereafter diligently pursue the Project to Completion as provided herein:

2.2.1. **Milestones.** Participant shall perform the following actions within the times indicated or be in Default of this Agreement:

2.2.1.1. **Project Plans.** No later than seven (7) days from and after the Effective Date, Participant shall submit a complete application and complete Project Plans to the City and Agency for review and approval.

2.2.1.2. Project Approvals. Participant shall timely respond to comments and revisions requested by Agency and shall take all actions reasonably necessary to obtain the Project Approvals, including the Agency's determination of consistency with the Redevelopment Plan to obtain all of the Project Approvals. It is the expectation of the Parties that this would occur no later than fifteen (15) days from the Effective Date.

2.2.1.3. Commence Exterior Construction. Within thirty (30) days from and after the Project Approvals, Participant shall commence, and thereafter diligently pursue to Completion, construction of the exterior portions of the Project.

2.2.1.4. Commence Interior Construction. There are no interior improvements included in this Agreement.

2.2.1.5. Completion. Within ninety (90) days from and after the Effective Date, Participant shall complete construction of the Project, which Completion shall be demonstrated by the City's issuance of a Certificate of Occupancy for the Project and Participant's actual taking of Site occupation. From the day of Project Completion and thereafter for a period of not less than six (6) years, Participant shall continue its occupation of the Site uninterrupted in accordance with Section 3.2 hereof.

2.2.2. **Amendments to Schedule**. The above Schedule of Performance is subject to revision from time-to-time as mutually agreed upon in writing by Participant and the Executive Director. In the event that Participant desires a change to the Schedule of Performance, it shall submit a written request to the other party specifying the nature of the change, the reason for the change, that the change is not due to the negligence or Default of the Participant, and evidence that the change is reasonably necessary to implement this Agreement. The Executive Director shall either approve or disapprove the request in writing within five (5) days of its receipt. Such extension approved by the Executive Director shall not cumulatively exceed ninety (90) days unless a longer extension is approved by the Governing Board of the Agency. Extensions of time required by acts of God and other force majeure events shall be controlled by Section 9.2 [Enforced Delays; Extension of Times] of this Agreement.

2.3. **Compliance with Laws**. Participant shall design, develop, and construct the Project in compliance with all applicable federal and state laws, regulations, and rules, all Local Regulations, and the Redevelopment Plan.

ARTICLE 3 - USE AND MAINTENANCE OF THE SITE

3.1. **Leasehold Mortgage & Regulatory Agreement**. Participant covenants and agrees that the provisions set forth in this Article 3 [Use and Maintenance of the Site] of the Agreement shall be incorporated into a "Leasehold Mortgage & Regulatory Agreement" in a form substantially similar in all material respects to the form set forth in **Attachment "D"** (the "Regulatory Agreement"). The Regulatory Agreement shall be recorded against Participant's leasehold interest in the Site. The Regulatory Agreement shall include the Operating Covenant, run with Participant's leasehold interest in the Site, and shall be binding

upon the Participant, its successors and its assigns so long as the rights and obligations of this Agreement are surviving.

3.2. **Operating Covenant.** Participant covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that for a period of not less than six (6) years from and after Completion, Participant shall operate the Site in accordance with all terms and provisions of this Agreement as a coffeehouse and art gallery featuring local art, special events and as a focal point to attract customers to the Banning Downtown Area; provided that with Agency's approval, which shall not be unreasonably withheld, Participant may change the use of the Site. Participant shall conduct the coffeehouse on the Property consistent with applicable zoning, which coffeehouse shall have gourmet coffee as its primary or focal menu item (i.e., coffee and/or tea drinks actually as the primary retail item as opposed to a "kitchen oriented" or short-order coffeeshop.)

3.3. **Management of Site.** The unique qualifications and expertise of Participant are of particular significance to the success of the Project and long-term viability of the Site. It is because of this expertise and experience that the Agency has entered into this Agreement with Participant. Participant therefore agrees that it will continue to own and manage the business occupying the Site through and including the date that is six (6) years following the Effective Date or it will obtain Agency approval of any change in ownership or management as more specifically described in Article 7 and the Regulatory Agreement.

3.4. **Hours of Operation.** Participant agrees that the Site is a key property for the revitalization of the Banning Downtown Area subject to the Redevelopment Plan. The Project and continued viability of the Site directly effects the viability of other businesses in the area subject to the Redevelopment Plan. In light of this, Participant agrees to the following: The Site shall be open to the public at least Monday through Saturday for not less than eight (8) hours of operation per day, as described in the Regulatory Agreement Attachment "D", Section 5, *Hours of Operation*, excepting state holidays as provided in California Government Code sections 6700 and 6701. Nothing in the foregoing shall prohibit Participant from operating a business in excess of eight (8) hours per day or on any state holiday.

3.5. **Maintenance of the Site.** Participant, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

3.5.1. **General Maintenance Standard.** Maintenance of the appearance, working order, and safety of the Site and all related on-site improvements, easements, rights-of-way and landscaping thereon at Participant's sole cost and expense, including, without limitation, buildings, parking areas, lighting, signs and walls, in a first class condition and repair, free of rubbish, debris, graffiti and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition, the proper maintenance of irrigation systems and prevention of over watering or spray, and the replacement of damaged or dying landscaping with landscaping materials of similar maturity (per the approved plans); and

(iii) the repair, replacement and re-striping of asphalt or concrete paving using the same type of material originally installed, such that the paving is at all times kept in a level and smooth condition and free from hazards.

3.5.2. Prevention of Nuisance. Participant is required to maintain the Site in such a manner as to avoid (i) the reasonable determination of a duly authorized official of Agency or City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or (ii) a condition of deterioration or disrepair which causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Relocation Site.

3.5.3. Access. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any of such driveways or traffic aisles. Vehicles associated with the operation of the Site, including delivery vehicles, vehicles of employees and vehicles of persons with business on the Site shall park solely on the Site and shall not park on streets or adjacent property.

3.5.4. Buildings and Equipment. Any construction, repair, modification or alteration of any buildings, equipment, structures or improvements on the Site shall be subject to the following restrictions:

3.5.4.1. Mechanical Equipment. All mechanical and electrical fixtures and equipment to be installed on the roof of the building or on the ground shall be adequately and decoratively screened. The screening must blend with the architectural design of the building(s). Equipment on the roof must be at least six (6) inches lower than the parapet line and adequately screened. All details and materials of said screening shall be approved by the Executive Director prior to installation. Any exception to this provision shall be approved by the Executive Director, in writing.

3.5.4.2. Exterior Appearance. The texture, materials and colors used on the buildings, as well as the design, height, texture and color of fences and walls shall be subject to the approval of the Executive Director.

3.5.4.3. Signs. Signs on the Site shall conform to City's standards and ordinances and to a uniform design theme approved by City. Any signs installed on the Site shall conform to said design scheme and shall be approved by the Executive Director prior to installation.

3.5.4.4. Lighting. Lights installed on the building shall be of a decorative design. No lights shall be permitted which may create any glare or have a negative impact on the residential areas, if any, existing around the Site. The design and location of any lights shall be subject to the approval of the Executive Director.

3.5.4.5. Outside Storage. Trash or other storage shall be limited to outside storage areas approved by Agency or as required by law. No storage of any kind shall be permitted outside the building(s) located on the Site. Adequate trash enclosures shall be provided and screened. Locations of such areas and types of screening must be approved by the

Executive Director and, where applicable, City. Gates for trash storage area shall be kept closed at all times except when in actual use.

3.5.5. Public Agency Rights of Access. Participant hereby grants to Agency, City and other public agencies the right, at their sole risk and expense, to enter the Site or any part thereof at all reasonable times with as little interference as possible for the purpose of construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site. Any damage or injury to the Relocation Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the damage or injury.

3.6. Nondiscrimination in Employment. The Participant covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that all persons employed by or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth, or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 200, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, the Immigration Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, *et seq.*, 42 U.S.C. § 1981, the California Fair Employment and Housing Act, California Government Code § 12900, *et seq.*, the California Equal Pay Law, California Labor Code § 1197.5, California Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all other anti-discrimination laws and regulations for the United States and the State of California as they now exist or may hereafter be amended.

3.7. Nondiscrimination and Non-segregation. Participant covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Site or part thereof, that it shall abide by the following provisions:

3.7.1. Obligation to Refrain from Discrimination. They shall refrain from restricting the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (or any part thereof) on the basis of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto), of any person or group of persons, and shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*) as they exist on the date of this Agreement or as they may thereafter be amended, repealed and reenacted, or otherwise modified. They shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed.

3.7.2. Nondiscrimination and Non-segregation Clauses. Any deeds, leases, or contracts which are proposed to be, or which are, entered into with respect to the rental, sale, lease, sublease, transfer, use, development, occupancy, tenure, or enjoyment of the Site (including improvements and fixtures) (or party thereof), shall be subject to, and shall expressly contain, nondiscrimination or non-segregation clauses in substantially the following form:

3.7.2.1. In Deeds. "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U. S. C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

3.7.2.2. In Leases. "The lessee covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Gov. Code § 12900, *et seq.*), as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, and 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, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased."

3.7.2.3. In Contracts. "There shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), the Human Immune Deficiency Virus (HIV), or condition related thereto) in the rental, sale, lease, sublease, transfer, use, occupancy, or tenure of the land or premises affected by this instrument, nor shall the contracting or

subcontracting party or parties, or other transferees under this instrument, or any person claiming under or through it, violate the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*), and the California Fair Employment and Housing Act (Cal. Gov. Code § 12900, *et seq.*) as they currently exist or as they may thereafter be amended, repealed and reenacted, or otherwise modified, nor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land. This provision shall obligate the contracting and subcontracting party or parties, and other transferees under this instrument, or any person claiming under or through it."

3.8. **Taxes and Encumbrances.** Participant shall pay, when due: (i) all *ad valorem* property taxes imposed on the Site under Article XIII A of the California Constitution; (ii) all special taxes imposed on the Site; (iii) all special assessments imposed on the Site; (iv) all taxes payable under the California Bradley-Burns Uniform Local Sales & Use Tax Law, Revenue and Taxation Code § 7200, *et seq.*; and (v) all other taxes, assessments, fees, exactions, or charges, any portion of which are allocated to, or received by, the City or the Agency and which are imposed due to the ownership, use, or possession of the Site or interest therein or due to the construction or operation of the Project. Upon failure to so pay, Participant shall remove any lien, levy, or encumbrance made on the Site within ninety (90) days of the attachment of such. Participant hereby waives any right it may have to contest the imposition of such taxes, assessments, fees, exactions, or charges against the Site or upon the construction or operation of the Project which are levied by the City, the Agency, the County of Riverside, or the State of California, or any special district of any of the foregoing.

3.9. **Compliance with Laws.** The Participant covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Project and/or Site or part thereof, that it shall operate and maintain the Site and Project in conformity with the Redevelopment Plan, Local Regulations, the Regulatory Agreement, and all applicable state and federal laws, including all applicable labor standards, disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* and the Unruh Civil Rights Act, California Civil Code § 51, *et seq.*

3.10. **Effect of Violation.** The Agency and City are deemed the beneficiaries of the terms and provisions of this Agreement and for the purposes of protecting the interest of the community and other parties, public or private, in whose favor and for whose benefit this Agreement has been provided. The Agency and City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of the Agreement and covenants may be entitled. The Agency's enforcement rights include all provisions set forth in Article 8 and in the Regulatory Agreement.

ARTICLE 4 - AGENCY ASSISTANCE

4.1. **Method of Assistance.** Subject to and conditioned upon Participant's satisfaction and continued compliance with the provisions of Section 4.3 [Conditions of Providing

Assistance] of this Agreement, the Agency agrees to provide Participant with certain assistance as follows:

4.1.1. Funding. Agency agrees to loan to Participant an amount not to exceed Thirty Thousand Dollars (\$30,000) ("Agency Loan"). The Agency Loan will be disbursed as described in Section 4.1.2. of this Agreement. Participant acknowledges that the Agency Loan is subject to all terms and conditions imposed by the Agency, this Agreement, and any other local, state or federal agency with jurisdiction over the source of these funds.

4.1.2. Disbursement of Reimbursement Funds. Subject to the foregoing, Agency agrees to disburse the Agency Loan to Participant, up to a total maximum of Thirty Thousand Dollars, in two sets of draws as provided herein:

4.1.2.1. Initial Disbursement. Upon on the Effective Date of this Agreement, the Participant may apply for and the Agency shall provide an initial disbursement of Fifteen Thousand Dollars (\$15,000) (the "Initial Disbursement") which represents fifty percent (50%) of the Agency Loan. This Initial Disbursement shall be promptly and solely used by Participant to pay for the following Assisted Project Costs: (i) the commercial signage for the Site's business operations, and (ii) for designing, contracting, building and decorating an outdoor patio to the Site, and (iii) any other costs of securing materials, contracting or implementing the Project.

4.1.2.2. Periodic Further Disbursement Requests. Following the Initial Disbursement required by Section 4.1.2.1 [Initial Disbursement], and after receipt of a building permit for the Project from City, Participant may, submit requests for further disbursements ("Disbursement Requests") to Agency, which further disbursements shall be used solely for Participant's payment of costs actually incurred for the installation and construction of Project improvements. The further disbursements provided in this Section 4.1.2.2 shall be subject to the following limitations: (i) Disbursement Requests may be submitted not more frequently than monthly, and (ii) Participant's right hereunder to submit Disbursement Requests shall terminate at the end of ninety (90) days after the Effective Date hereof, such that 90 days after the Effective Date Participant shall have no further right to request an Agency Loan disbursement, and (iii) in any event, the further disbursements provided in this Section 4.1.2.2 shall not exceed Fifteen Thousand Dollars (\$15,000) or fifty percent (50%) of the total Agency Loan. If Participant fails to exercise its right to request the full \$15,000 amount of further disbursements permitted by this Section (i.e., such that Participant fails to receive or accept the full \$30,000 to which it is entitled under this Agreement), then such non-disbursed amounts shall be deducted from the Agency Loan due and owing under this Agreement.

4.1.3. Contents of Disbursement Requests. Each Disbursement Request shall meet the following requirements: (i) it shall be in writing and in a form deemed satisfactory by Agency's Executive Director; (ii) it shall be supported by documentation, deemed satisfactory to the Agency's Executive Director, demonstrating that actual work has been performed on the Project and paid for by Participant, the percentage of work completed to date, the work remaining to be completed, and the amount of the request, and (iii) it must be accompanied with

mechanic's lien releases and other evidence showing that contractor's and subcontractors are being paid. The amount of the request shall not exceed the reasonable cost actually incurred for the Reimbursable Costs performed to date. Documents deemed acceptable to support the requested amount shall include executed contracts for construction, contractor's certified progress reports, invoices for labor and/or materials, checks paid and other evidences of costs incurred. The Agency shall only be obligated to disburse assistance for actual, reasonable, and necessary Assisted Project Costs that have been incurred by Participant on the Project, but in no event shall the Agency be obligated to disburse, in the aggregate, a sum exceeding the amount of \$30,000 (Thirty Thousand Dollars and No Cents).

4.1.4. Processing and Approval of Disbursement Requests. Agency agrees to promptly review and process for approval each Disbursement Request and to notify Participant within ten (10) days of receipt by Agency as to whether the Disbursement Request contains sufficient supporting documentation and is otherwise deemed complete or incomplete. If the request is incomplete, Participant shall promptly provide Agency with sufficient information and documentation to cure any defects identified by Agency. Agency will re-review the Disbursement Request after submittal of supplemental information within ten (10) days of such resubmittal. Agency agrees to disburse to Participant the Agency approved amount of the Disbursement Request within fifteen (15) days after determining the Disbursement Request to be complete.

4.1.4.1. Retention Amount. Agency shall retain ten percent (10%) of each approved Disbursement Request for distribution upon an approval of final Disbursement Request submitted by Participant after Completion of the Project as provided in Section 2.2.1.5 [Completion]. Payment shall not be made until all lien releases have been obtained, any stop notices have been released, and all other provisions of the Civil Code governing Mechanic's Liens have been satisfied and 30 days following the recordation of the Notice of Completion.

4.1.4.2. No Interest on Funds. Pending disbursement of any funds to Participant, no interest shall accrue in favor of Participant on the assistance or any amount requested under a pending Disbursement Request. The Agency shall have sole and exclusive authority to maintain, or account for, the funds to be used for assistance in an escrow account, internal account, or indication on a ledger, budget, or similar financial report or statement of the Agency or City.

4.1.4.3. Agency Access to Project Documentation. The Executive Director may elect to review Participant's records and/or financial statements on behalf of the Agency and may have them reviewed by an independent, qualified financial expert selected in the Agency's sole discretion. Within ten (10) days of an Agency request, Participant shall allow the Executive Director or his/her designee to review copies of Project cost statements, including invoices, payments, checks and bank statements in order to verify that Participant is utilizing the Agency Loan solely for the payment of Assisted Project Costs in accordance with this Agreement. In the event the Agency finds that Participant has utilized Agency Loan funds for any purposes other than the permitted payment of Assisted Project Costs, such use may be declared a default of this Agreement pursuant to Section 8.1 hereof.

4.2. **Security for Assistance.** Participant shall make and give to the Agency the following types of security for the financial assistance being provided by the Agency under Section 4.1 [Method of Assistance] of this Agreement:

4.2.1. **Advanced Repayment on Default.** Participant covenants and agrees that in the event that Participant is in Default of this Agreement, which Default remains uncured after the period provided for cure in Section 8.1 [Default] of this Agreement, Participant shall repay to the Agency on demand all funds actually paid or advanced to Participant by the Agency under Section 4.1. [Method of Assistance] without further notice or demand by the Agency.

4.2.2. **Promissory Note.** Participant's obligation to reimburse the Agency for funds paid or advanced by the Agency to Participant under Section 4.1 [Method of Assistance] shall be further evidenced by a promissory note having a form and content the same in all material respects to the promissory notes attached hereto and incorporated herein by reference as **Attachment "B" (the "Promissory Note")**, which Promissory Note shall be further secured through the Regulatory Agreement recorded upon Participant's leasehold interest, and shall provide:

4.2.2.1. **Amount and Term of Loan.** The Promissory Note shall have a term of **six (6) years** commencing from and after the date of the Effective Date and shall be for a principal amount equal to the amount of funds actually loaned and paid by the Agency pursuant to Section 4.1, but not to exceed Thirty-Thousand Dollars (\$ 30,000.00) plus accrued interest.

4.2.2.2. **One-Year Deferral of Repayment; Monthly Payments.** Notwithstanding the foregoing, payment of the Agency Loan shall be deferred for a period of one (1) year, though interest shall accrue with payments commencing in the thirteenth (13th) month after the Effective Date and continuing on a monthly basis thereafter. Each monthly payment by Participant on the Agency Loan shall be a minimum payment of \$590 per month; excepting, however, that no more often than once every three (3) months, the Participant may submit a written notice requesting the Agency to adjust or re-amortize said minimum payments in to order to account for either any substantial above-minimum payments made by Participant or any pre-payments made by Participant pursuant to Section 4.2.2.3 below. The Agency shall have sole and absolute discretion to determine whether adjustments in minimum payments will be made and will so inform Participant of its decision in writing (including the new amount of minimum payments due) within ten (10) business days after receiving such a request from Participant.

4.2.2.3. **Prepayments.** The Participant shall have the right, but not the obligation, to make pre-payments on the Agency Loan during the first year after the Effective Date without penalty. Regardless of whether Participant makes such pre-payments, the 3% annual interest established in Section 4.2.2.4 shall commence accrual from the Effective Date.

4.2.2.4. Interest. That the unpaid principal balance of the Promissory Note shall bear simple interest at a rate of three percent (3%) per annum from and after the Effective Date until paid or forgiven in full.

4.2.2.5. Forgiveness. There is no forgiveness associated with the Agency Loan.

4.2.2.6. Acceleration. That any Default of this Agreement by Participant which remains uncured after the period provided for cure under Section 8.1 [Default] of this Agreement, shall be a breach of the Promissory Note in which event the entire outstanding principal balance of the Promissory Note plus accrued interest shall become due and payable by Participant on demand by the Agency.

4.3. Conditions on Assistance. The following are conditions upon the Agency's obligation to provide the assistance specified in Section 4.1 [Method of Assistance]:

4.3.1. **Limit on Assistance**. Except as is expressly provided for in Section 4.1 [Method of Assistance], the Agency/City shall have no obligation to provide Participant with additional assistance, to make any other contribution toward the Project, to pay any Development Cost or Development Fee, or to carry-out or complete the Project or any phase thereof. Nothing in this Agreement is or shall be construed to be a pledge or commitment by the Agency of any specific tax revenue, grant funds, or other specific monies, funds, or revenues to which the Agency is in possession of or may become entitled to receive. This Agreement does not, and shall not be construed to, grant or vest the Participant with any right to make a claim or impose a lien against any specific tax revenue, grant funds, or other specific monies, funds, or revenues to which the Agency is in possession of or may become entitled to receive. This Agreement shall be subordinate to any pledge of monies made by Agency as a part of any bond or other public financing. The Agency, in its sole discretion, may use any revenue, funds, or monies available to the Agency, as may be allowed for by law, to provide the Assistance provided under this Agreement;

4.3.2. **Development of the Project**. Participant's commencement and diligent construction of the Project to Completion within the time provided and otherwise in strict compliance with Article 2 [Development of the Project] of this Agreement;

4.3.3. **Use of the Site**. Participant's compliance with the covenants and agreements made under Article 3 [Use and Maintenance of the Site] of this Agreement;

4.3.4. **Insurance Policies**. Participant delivering to the Agency the insurance policies and evidence of insurance as required under Article 5 [Insurance] of this Agreement prior to the Agency's payment or advancement of assistance to Participant;

4.3.5. **Payment of Taxes**. Participant's payment, when due, of all *ad valorem* property taxes levied against the Site under Article XIII A of the California Constitution, as well as any special assessments or special taxes levied against the Site (collectively "Property Taxes"), payment of all taxes payable under the California Bradley-Burns Uniform Local Sales & Use Tax Law, Revenue and Taxation Code §7200, *et seq.*, and payment of all other taxes, any portion of which is allocated to, or received by, the City or the City's Redevelopment Agency.

ARTICLE 5 - INSURANCE

5.1. **Participant's Liability Insurance.** Participant shall, at its sole expense, obtain and keep in force until the expiration of term of the Operating Covenant, a policy of commercial general liability insurance in an occurrence form providing for broad form property damage coverage, broad form contractual coverage, personal injury, bodily injury, and advertising injury coverage with employee exclusion as to each named insured deleted, and products and complete operations coverage, insuring Participant, and naming Agency and City as an additional named insureds, against any liability arising out of or in connection with Participant's possession and use of the Site and all improvements thereon, Agency's activities in connection with the Project, or any other claim arising out of or relating to the Project or work on the Site. Such insurance policy shall have (i) a combined single limit for both bodily injury or death in an amount not less than Two Million Dollars (\$2,000,000.00), and (ii) a limit for both bodily injury or death in one accident or occurrence or for property damage in an amount not less than One Million Dollars (\$1,000,000.00), which amounts shall be increased from time to time as reasonably required by Agency. Such insurance policy and each portion thereof shall be in the broadest and most comprehensive form available in the market at the time such policy is issued or amended. The policy shall insure performance by Participant of the indemnity provisions of Section 5.1 [General Indemnity] of this Agreement. The limits of said insurance shall not limit the liability of Participant hereunder.

5.2. **Participant's Casualty Insurance.** Participant shall, at its sole expense, obtain and/or cause to be maintained by any tenant on the Site, and shall keep in force on all buildings and improvements constructed as part of the Project until the expiration of term of the Operating Covenant, a policy of standard "all risk" fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of one hundred percent (100%) of full replacement value against "all risks of physical loss" including without limitation a guaranteed replacement cost and code compliance coverage endorsement (including without limitation, if recommended by a seismic engineer retained by Agency, earthquake coverage with deductible related thereto of no more than ten percent (10%) of the replacement value of the all buildings and improvements constructed as part of the Project, including boiler and machinery insurance coverage, heating, air conditioning equipment, and other equipment of such nature), and insurance against loss or damage to personal property located on the Site by fire and other hazards covered by such insurance (without any deductible clause unless approved in writing by Agency). In the event any tenant on the Site fails to maintain coverage to the extent of one hundred percent (100%) of full replacement value for the Site, then Participant shall maintain such additional or gap insurance to satisfy the requirements of this Section. All such insurance shall be payable to Agency. Such insurance policy and each portion thereof shall be in the broadest and most comprehensive form available in the market at the time such policy is issued or amended. Such policy shall, if required by Agency, contain an agreed value clause sufficient (as determined by Agency) to eliminate any risk of Agency's coinsurance.

5.3. **Worker's Compensation Insurance.** Participant shall, at its expense, obtain and keep in effect (or cause any contractor to procure and keep in effect), Worker's Compensation Insurance (including employer's liability in an amount satisfactory to Agency and if applicable, insurance covering claims of workers against employers arising under Federal

law) covering all employees of Participant and any contractor and, if required under applicable law, any subcontractor engaged in work on, or with respect to, the Property, in such amount as is reasonable satisfactory to Agency and in the minimum amount for one (1) person of not less than One Million Dollars (\$1,000,000.00), and in the minimum amount for one (1) accident or occurrence of not less than Five Hundred Thousand Dollars (\$500,000.00).

5.4. **Insurance Policies.** All of Participant's insurance shall be primary insurance written in a form satisfactory to Agency by companies licensed in California acceptable to Agency (which must be Class IX A or better as rated by Best's Insurance Reports) and shall specifically provide that such policies shall not be subject to cancellation or other change except after at least thirty (30) days prior written notice of Agency. Copies of the policies, together with satisfactory evidence of payment of premiums shall be deposited with Agency as provided herein, and upon each renewal of such policies, which shall be effected not less than thirty (30) days prior to the expiration date of the term of such coverage.

5.5. **Other Insurance Provisions.** Said policy or policies, as applicable, shall combine aggregate limits for Bodily Injury, Property Damages, Personal Injury, and Advertising Injury, in the amounts specified above, that apply specifically to and can only be exhausted in connection with claims arising out of or relating to the Property. If any claim, event, or loss occurs during the policy period which will or may decrease the aggregate amount of insurance coverage available under the policy, Participant shall immediately secure additional coverage sufficient to provide total aggregate limits at least equal to the amounts set forth above on a going forward basis. Should any part of the coverage required above be provided by "excess" or "umbrella" policies, those policies shall specifically provide that the coverage under those policies shall "drop down" as to both defense and indemnity obligations in the event of insolvency of the primary or underlying carrier. Such "excess" or "umbrella" policies shall also contain all the other provisions required by this Agreement.

ARTICLE 6 - INDEMNITY

6.1. **General Indemnity.** Except as to the sole negligence, active negligence or willful misconduct of the Agency or City, Participant expressly agrees to, and shall, indemnify, defend, release, and hold the Agency, the City, and their respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and costs and expenses (herein "Claims and Liabilities") which arises out of, or are related to, and to the extent of any act or omission of Participant, or its officers, directors, employees, agents, or contractors, connected with the performance under this Agreement, the obligations set forth in Section 2.1.9 [Compliance with Prevailing Wage Law], the construction, use, or operation of the Project or Site, notwithstanding that the Agency and/or City may have benefited there from, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Participant's officers, directors, employees, agents and contractors. The Parties expressly agree that any payment, or costs and expenses the Agency and/or City incurs or makes to, or on behalf of, an injured employee under the Agency's self administered workers' compensation, is included as a loss or Claims and Liabilities for the purpose of this Section. The Agency and City shall not be responsible for any acts, errors or omissions of any person or entity except the Agency and the City and

their respective officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Participant under this Section to the later of forgiveness or full repayment of the loan.

6.2. **Hazardous Substances Indemnity.** Participant expressly agrees to indemnify, defend, and hold the Agency, the City and their respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, encumbrance, and Claims and Liabilities that, foreseeable or unforeseeable, directly or indirectly, arises from, or is in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the Site of any Hazardous Substances by Participant or its officers, directors, employees, agents, and contractors. For the purposes of this Section, "Claims and Liabilities" include, but are not limited to, the cost of any necessary, ordered, adjudicated, or otherwise required remediation or removal of Hazardous Substances, any cost of repair of improvements on the Site or surrounding property necessitated by or related to the remediation or removal of Hazardous Substances, the cost of any tests, samples, studies, investigations, or other preparation reasonably undertaken in preparation or furtherance of remediation or removal of Hazardous Substances, and the cost of preparing plans for the remediation or removal of Hazardous Substances. Notwithstanding the foregoing, Participant expressly agrees to, at its sole expense, and with legal counsel of the Agency's choice, defend the Agency, the City and their respective officials, officers, employees, agents, and contractors in any Action in which the Agency, the City or their respective officials, officers, employees, agents, and contractors become or may become involved as a result of the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the Site of any Hazardous Substances by Participant or its officers, directors, partners, employees, agents, and contractors. Participant's obligations under this Section shall survive the Termination of this Agreement.

ARTICLE 7 - TRANSFER

7.1. **Prohibition on Transfer without Agency Approval.** Except as otherwise provided herein, the Participant shall not sell, transfer, or assign this Agreement or any part thereof without the prior written consent of the Agency Board expressed by resolution, and then only under such conditions as may therein be prescribed.

7.2. **Transfer Defined.** As used herein, a "Transfer" or assignment shall include any sale, transfer, lease, assignment, hypothecation or encumbrance of the Site and the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of the Participant in the aggregate, taking all transfers into account on a cumulative basis. In the event Participant or its successor is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of Participant, or the beneficial interests of such trust; in the event that Participant is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

7.3. **Approval of Transfer.** Approval and consent shall be granted by the Agency Board upon presentation of evidence demonstrating that the person to whom any of the rights or privileges granted herein are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated, meets the following criteria: (i) the transferee has the financial strength and capability to perform its obligations under the Agreement; (ii) the transferee has the experience and expertise to operate the Project; and (iii) the transferee will complement other users in the Auto Center. However, the Agency Board may make any modifications in this Agreement or establish such conditions to the transfer as may be necessary to effectuate the purposes of this Agreement and protect the public health, safety, and general welfare.

7.3.1. **Exceptions.**

The foregoing prohibition shall not apply to any of the following:

- (a) The conveyance or dedication of any portion of the property to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the Project.
- (b) A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.
- (c) Any transfer or series of transfers of ownership interest in the Agreement, to any Participant Affiliate. "Participant Affiliate" shall mean any entity which owns or controls Participant, to any entity owned or controlled by Participant, to any entity owned or controlled by or affiliated with any entity which owns or controls Participant, or to any entity resulting from a consolidation, or to the surviving entity in case of a merger, to which consolidation or merger Participant shall be a party, or to an entity to which all or substantially all of the assets of Participant have been sold.
- (d) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing, but Participant shall notify Agency in advance of any such mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing pertaining to the Property.
- (e) A sale or transfer of 25% or more of ownership or control interest between members of the same immediate family or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the Trustor or transfers to a corporation or partnership in which the immediate family members

or shareholders of the transferor have a controlling majority interest to 51% or more.

7.3.2. Obligations of Assigns or Successors. In the event of transfer or assignment as provided for herein, the Participant's assigns or successors shall accept this Agreement in the same manner as provided herein, and the provisions of the Agreement shall be binding upon such assigns or successors in like manner as upon the Participant.

7.3.3. Transfer in Violations Default. Any purported sale, transfer, lease, assignment, encumbrance, merger, agreement, consolidation or similar transaction affecting the Agreement regardless of whether such transaction is voluntary or involuntary and which occurs without the prior approval and consent of the Agency Board, if required, shall constitute a default and be grounds for forfeiture under the Agreement.

ARTICLE 8 - DEFAULT AND REMEDIES

8.1. Default. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("Defaulting Party") to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure. **The Defaulting Party shall be deemed in "Default" under this Agreement, if said breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such breach or failure within thirty (30) days after the date of such notice ("Cure Period").** Monetary Defaults must be cured within the Cure Period. However, if a non-monetary breach or failure cannot be cured within such Cure Period, and if and, as long as the Defaulting Party does each of the following:

- (a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the thirty (30) day period;
- (b) Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the Default;
- (c) Promptly commences to cure the Default within the thirty (30) day period;
- (d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and
- (e) Diligently prosecutes such cure to completion.

then the Defaulting Party shall not be deemed in breach of this Agreement.

8.2. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term,

covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

8.3. **Specific Performance.** If a Default under this Agreement is not fully cured by the defaulting party as provided in Section 8.1 [Default], the non-defaulting party may, at its option, thereafter commence an action for specific performance of the terms of this Agreement.

8.4. **Legal Actions.** In addition to any other rights and remedies any party may institute a legal action to require the cure of any default and to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

8.4.1. **Jurisdiction and Venue.** Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, State of California, Central Branch, Civil Division, or, if appropriate, in the United States District Court for the Central District of California, Eastern Division. Participant specifically waives any rights provided to it pursuant to California Code of Civil Procedure §394 and any federal statute or rule of similar effect.

8.4.2. **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

8.4.3. **Attorney's Fees.** In the event either party commences an Action against the other party which arises out of a Default of, breach of, failure to perform, or that is otherwise related to, this Agreement, then the Prevailing Party (as defined herein) in the Action shall be entitled to recover its Litigation Expenses (as defined herein) from the other party in addition to whatever relief to which the prevailing party may be entitled. For purposes of this section, "Litigation Expenses" includes all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action. For the purposes of this section, "Prevailing Party" shall have the meaning ascribed in §1032(a)(4) of the California Code of Civil Procedure.

8.5. **Other Rights of Agency and City.** In the event of any violation or threatened violation of any of the provisions of this Agreement, then in addition to, the right to enjoin such violations or threatened violation in a court of competent jurisdiction or of any other right or remedy Agency and City may have to enforce the provisions hereof, Agency and City shall have the right (i) to enforce the provisions hereof as a party hereto, (ii) the right to withhold or revoke, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the Site or any part thereof or interests therein as to the violating person or one threatening violation.

8.6. **Rights and Remedies are Cumulative.** The rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

8.7. **Termination by Agency.** The Agency may terminate this Agreement upon the occurrence of any of the following events:

- (a) Participant Transfers or attempts to Transfer the Agreement or any rights therein or in the Site in violation of this Agreement;
- (b) Participant becoming insolvent or Participant (or any successor in interest) voluntarily or involuntarily making an assignment or transfer for the benefit of creditors other than the Agency and/or the City, and/or the voluntary or involuntary appointment of a receiver, custodian, liquidator or trustee of Participant's property and/or the Site;
- (c) Participant violates the terms of the Regulatory Agreement and fails to timely cure the breach in accordance with the terms thereof; or
- (d) Participant is otherwise in Default of this Agreement and fails to cure such Default within the time set forth in Section 8.1 [Default] hereof.
- (e) Participant fails to make timely make payments or repay the obligations of indebtedness under the Promissory Note.

If, after the occurrence of any of the above-entitled events, the Agency elects, in its sole discretion, to terminate this Agreement, then all rights of Participant and any person or entity claiming by or through Participant arising under this Agreement or with regard to the Site as may arise under this Agreement shall immediately cease and be terminated, except that any obligations of the Participant to indemnify or reimburse the Agency or the City shall continue in full force and effect and the Agency shall have all of the remedies to enforce a breach or a Default of this Agreement as may be provided hereunder and under the law.

8.8. **Termination by Participant.** In the event that Participant is not in default under this Agreement and the Agency is otherwise in default hereof, and any such failure is not cured within the applicable time period as provided in Section 8.1 [Default] after written demand by Participant, then this Agreement may, at the option of Participant, be terminated by written notice thereof to the Agency. From the date of the written notice of termination of this Agreement by Participant to the Agency and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties, except that Participant may pursue any remedies it has hereunder.

8.9. **No Agency or City Liability.** The granting of a right of enforcement to Agency or City does not create a mandatory duty on the part of Agency or City to enforce any provision of this Agreement. The failure of Agency or City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of Agency or City shall be personally liable to Participant, its successors, transferees or assigns for any default or breach by Agency or City under this Agreement

ARTICLE 9 - GENERAL PROVISIONS

9.1. **No Excuse for Changes in Economic Conditions.** Participant agrees that foreseeable or unforeseeable future changes in economic or market conditions may make performance of its obligations and covenants under this Agreement impracticable, difficult or economically infeasible. However, Participant expressly assumes the risk of foreseeable and unforeseeable future changes in economic and general market conditions and expressly agrees that such changes shall not excuse or delay the strict performance of Participant's obligations and covenants hereunder. Without limiting the generality of the foregoing, Participant agrees that future foreseeable or unforeseeable changes in economic and market conditions shall not operate to relieve Participant of its (or its successors) obligation to abide by the terms, conditions, and Covenants of this Agreement.

9.2. **Enforced Delays; Extension of Times.** In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: litigations challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement; inability to secure necessary labor materials or tools; delays of any contractor, sub-contractor or supplier; or withdrawal of financing not caused by any act or omission of Participant; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental agency (other than the acts of failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause. Reimbursable

9.3. **No Representations by Agency.**

9.3.1. **Tax Consequence.** Participant understands and acknowledges that it may experience adverse federal, state, and/or local tax consequences resulting from or related to the performance of this Agreement. Participant acknowledges and agrees that Agency and City are in no manner responsible or liable for any of Participant's federal, state, or local tax liabilities arising out of, or in any way related to, this Agreement.

9.3.2. **Possessory Interest.** Participant acknowledges that performance of this Agreement may create a taxable possessory interest in real or personal property and that Participant will be responsible for the payment of any and all tax upon such possessory interest. Participant expressly agrees that by inclusion of this Section in the Agreement, Agency has satisfied all of its obligations under Revenue and Taxation Code § 107.6. Participant hereby waives, releases and holds Agency and City harmless from any right to damages which may now or in the future accrue to Participant against Agency or City under Revenue and Taxation Code § 107.6 or such comparable section of the United States Internal Revenue Code in any way relating to this Agreement.

9.3.3. **No Advice from Agency.** Participant acknowledges that neither Agency, the City, nor any elected official, officer, employee, agent, or consultant thereof has provided Participant with any tax, legal, accounting, or other advice or opinions, or made any representations or warranties, concerning the tax consequences, legal effect, financial effect, or other effects that performance of the Agreement may have on Participant.

9.3.4. **Adequacy of Funds.** Participant acknowledges that Agency has made no representation to Participant concerning the adequacy of the Agency Loan to pay the Assisted Project Costs, or that any further funds or financial assistance is available beyond that stated herein to Participant or the Project in any manner, including fee waivers, or the provision of improvements or other consideration in any manner by Agency or City, and that responsibility for all Development Costs rest solely with Participant.

9.3.5. **Independent Advisors.** Participant acknowledges that it has been represented in this transaction by Participant's own independent advisors, including, but not limited to, attorneys, accountants, and/or financial consultants. Participant represents and warrants that it is entering into this Agreement based solely upon its own independent investigation, conducted with due diligence, of the facts and possible effects of this Agreement on Participant.

9.4. **Non-liability of Agency Officials and Employees.** No board member, official, consultant, attorney, or employee of the Agency shall be personally liable to Participant, or any successor, or assign, or any person claiming under or through them, in the event of any default or breach by the Agency or for any amount which may become due to Participant or to its successor, or on any obligations arising under this Agreement.

9.5. **Conflicts of Interest.** No board member, official, consultant, attorney, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

9.6. **Warranty Against Payment of Consideration for Agreement.** Participant represents and 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, other than payments to attorneys or consultants retained by Participant to assist it in the negotiation of this Agreement, excepting however, any contributions which this Agreement requires Participant to make to the Project.

9.7. **No Third Party Beneficiaries.** This Agreement and the Regulatory Agreement are for the sole and exclusive benefit of the Agency, the City, and Participant. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties obligations under this Agreement.

9.8. **Interpretation.** The Agency and Participant acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this

Agreement. Accordingly, the rule of construction, which provides the ambiguities in a document, shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

9.9. Communications Between the Parties. Formal notices, demands and communications between the parties shall be given in writing and personally served or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties, as designated in this Section, or telefaxed to the facsimile number listed below followed by dispatch as above described. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Any such notice shall be deemed to have been received (i) upon the date personal service is effected, if given by personal service, (ii) upon the expiration of one (1) business day, if telefaxed, or (iii) upon the expiration of three (3) business days after mailing, if given by certified mail, return receipt requested, postage prepaid. Notices shall be given to the addresses provided below:

If notice is to be made to Participant:

John Utterback, President and Vincent Pellegrini, Managing Director

The Haven Corporation
42 W Ramsey Street
Banning, California 92220
Facsimile transmission may be made to: (951) 849-1221

If notice is to be made to the Agency:

Banning Community Redevelopment Agency
Attn: Executive Director
99 E. Ramsey Street
Banning, California 92220
Facsimile transmission may be made to: (951) 922-3174

With a copy to:

Aleshire & Wynder, LLP
Attn: David J. Aleshire Esq., General Counsel
18881 Von Karman Ave., Suite 400
Irvine, California 92612
Facsimile transmission may be made to: (949) 223-1180

9.10. Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part

thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

9.11. **Amendments to Agreement.** Any amendments to this Agreement must be in writing and signed by the appropriate authorities of the Agency and Participant.

9.12. **Administration.** This Agreement shall be administered and executed by Agency's Executive Director, or his or her designated representative, following approval of this Agreement by Agency's governing board. Agency shall maintain authority of this Agreement through the Executive Director (or his or her authorized representative) to issue interpretations of this Agreement. All changes, modifications, and amendments shall require the prior approval of Agency's governing board.

9.13. **Ceremonies.** To ensure proper protocol and recognition of the Agency board members, Participant shall cooperate with the Agency and City staff in the organization or any project-related groundbreakings, grand openings or any such inaugural events/ceremonies sponsored by Participant celebrating the development, which is the subject of this Agreement.

9.14. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Government Code § 6700 and § 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Standard Zone time..

9.15. **Counterpart Originals.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

9.16. **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the Agency's Governing Board and executed by the appropriate authorities of the Agency and Participant.

9.17. **Integration.** This Agreement includes Attachments "A" through "D" attached hereto and incorporated herein by this reference, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. The attachments are as follows:

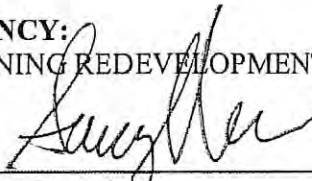
Attachments:

- A. Description/Depiction of Site
- B. Promissory Note
- C. Scope of Work and Project Budget
- D. Regulatory Agreement.


9.18. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound

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

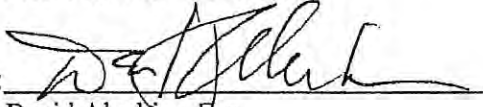
AGENCY:
BANNING REDEVELOPMENT AGENCY

By: 
Sam Racadio,
Interim Executive Director

ATTEST:

By: 
Marie Calderon,
Agency Secretary

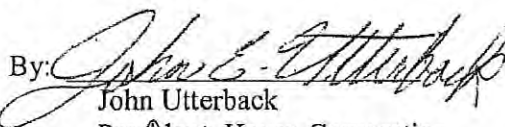
APPROVED AS TO FORM

By: 
David Aleshire, Esq
Agency General Counsel

Date: 11/19/2009

Date: 11/19/09

PARTICIPANT:

By: 
John Utterback
President, Haven Corporation

By: 
Vincent Pellegrini
Managing Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

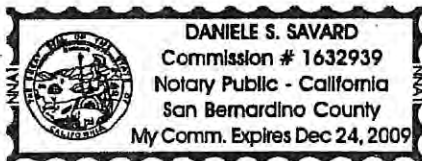
State of California

County of Riverside

On 11-19-09 before me, Daniele S. Savard, Notary Public

personally appeared Vincent Arthur Pellegrini

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]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: owner participation Agreement

Document Date: 11-18-09 Number of Pages: 29 Pages

Signer(s) Other Than Named Above: exhibits

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vincent Arthur Pellegrini Signer's Name: _____

☒ Corporate Officer — Title(s): Managing Director ☐ Corporate Officer — Title(s): _____

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: The Haven, Inc.

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 11-19-09 before me, Danièle S. Savard, Notary Public

personally appeared John Edward Utterback

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]

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: owner Participation Agreement

Document Date: 11/18/09 Number of Pages: 29 Pages

Signer(s) Other Than Named Above: Vincent Arthur Pellegrini

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Edward Utterback Signer's Name: _____

☒ Corporate Officer — Title(s): President ☐ Corporate Officer — Title(s): _____

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: The Haven, INC.

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

ATTACHMENT "A"
(Description of Leasehold Site)

The Site consists of those premises leased by Participant pursuant to the lease agreement between Participant and the Banning Commercial Investors dated January 1, 2009. For purposes of this Agreement, the term Site shall refer to Participant's leasehold interest therein as well as the actual physical premises occupied by Participant pursuant to its lease with Banning Commercial Investors dated January 1, 2009. The Site occupies the entire ground floor of that building located upon the following legally-described parcel:

Lots 9 and 10, in Block 204, in the City of Banning, County of Riverside, State of California as shown by amended map of the Banning Land Company on file in Book 9, Page 44 of Maps, San Bernardino County Records; and

The North 2 inches of Lot 8, in Block 204, in the City of Banning, County of Riverside, State of California as shown by amended map of the Banning Land Company on file in Book 9, Page 44 of Maps, San Bernardino County Records.

Commonly known as 42 W Ramsey Street, Banning, California 92220. APN # 540-204-010.

ATTACHMENT "B".



ATTACHMENT 2

Oversight Board to the Successor Agency Staff Report, dated September 26, 2013

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
BANNING**

AGENDA REPORT

TO: Chairman and Members of the Banning Oversight Board
FROM: Bill R. Manis, Economic Development Director as Staff to the Banning Successor Agency
MEETING OF: September 26, 2013
SUBJECT: Approval of the Settlement Agreement, Release of all Claims, and Bill of Sale for Personal Property between The Haven Company, Inc. and The Banning Successor Agency

RECOMMENDATION

That the Banning Oversight Board approve the Settlement Agreement, Release of all Claims, and Bill of Sale for Personal Property between The Haven Company, Inc. and The Banning Successor Agency.

BACKGROUND

In November of 2009, the former Community Redevelopment Agency of the City of Banning ("Successor Agency") entered into an Owner Participation Agreement ("OPA") with The Haven Company, Inc. located on the first floor of 42 W. Ramsey Street. Pursuant to the terms of the OPA, the Successor Agency agreed to provide a \$30,000 loan to assist The Haven Company, Inc. with the installation of a business sign, construction of an outdoor patio, and the continued uninterrupted use of a coffee shop and art gallery. The term of the loan stated in the OPA was six years at 3% annual interest. The \$30,000 loan came from the 2007 Bond Proceeds.

Ultimately, The Haven Company, Inc. was never profitable and went out of business. They were in default of the OPA on several grounds and had utilized \$27,000 of the loan provided by the Successor Agency. The only remaining assets of The Haven Company, Inc. were a variety of furnishings and restaurant equipment (the "equipment").

In October of 2011, the Successor Agency received a letter from the President of The Haven Company, Inc. with an offer to resolve the issue of the \$27,000 loan. The letter outlined that the only remaining assets of The Haven Company, Inc. were the equipment and offered the Successor Agency all that was remaining (*Attachment 1*). There was verbal agreement to the offer; however the settlement terms were never formally memorialized.

In July of 2013, the Successor Agency memorialized the terms of the offer by having the President of the Haven Company, Inc. sign a Settlement Agreement, Release of All Claims, and Bill of Sale for Personal Property with the Successor Agency (*Attachment*

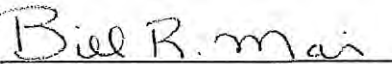
2). The Successor Agency will ultimately resell and dispose of the equipment based on its appraised valuation.

The Successor Agency is scheduled to review and consider the attached settlement documents at their Regular Meeting on September 24, 2013. Upon approval by the Successor Agency and Oversight Board the settlement documents will be forwarded to the State Department of Finance for final review and consideration.

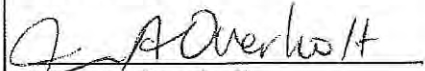
FISCAL DATA:

The recommended action does not, in itself, cause any new financial obligations or revenue. Any proceeds generated from the future sale and disposal of the equipment will conform with the requirements of the 2007 Bonds.

Prepared By:


Bill R. Manis
Staff to the Oversight Board

Reviewed By:


June A. Overholt
Administrative Services
Manager/Deputy City Manager

Approved By:


Andrew J. Takata
City Manager

Attachments:

1. The Haven Company, Inc. Letter
2. Settlement Documents

ATTACHMENT 1

The Haven Company Inc. Letter

City of Banning
RECEIVED

OCT 06 2011

October 6, 2011 City Manager's Office

The Haven Co.
1780 Orchard Heights Ave
Beaumont, CA 92223

Andy Takata, City Manager
99 E Ramsey St.
Banning, CA 92220

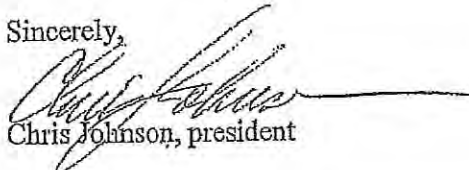
Dear Mr. Takata,

The Haven would like to resolve the issue of the \$27,000 loan made to the Haven Co. for the construction of the Haven sign. The sign is in place attached to the building of what was the Haven Coffee House, 42 W. Ramsey St. in Banning.

All of the Haven building improvements and restaurant equipment purchases came from private loans from individuals, but mostly from Calvary Chapel. When the Haven Co. turned the business over to the Haven Café, in August of 2010, the Haven Café assumed all debts excepting the Calvary Chapel loans, but did agree to assume the \$30,000 city of Banning loan *after* it was fully funded. When the loan was only funded to the \$27,000 amount, the agreement was not finalized, leaving the Haven Co. responsible for the loan. I learned later that the transfer of loan responsibility had to be first approved by the city which had not taken place.

The Haven was never profitable and its only assets are the equipment now at 42 W. Ramsey. We would like to settle the debt by offering the city all the furnishings and equipment owned by the Haven Co. It is difficult to say what these would presently be valued at, but attached is a list of what the Haven purchased the equipment for.

Sincerely,


Chris Johnson, president

OCT - 6 2011

ATTACHMENT 2 to Staff Report
Exhibit A to Resolution
Settlement Documents

SETTLEMENT AGREEMENT, RELEASE OF ALL CLAIMS
&
BILL OF SALE FOR PERSONAL PROPERTY

This Settlement Agreement, Release of All Claims & Bill of Sale of Personal Property (the "**Agreement**") is entered into by and between THE HAVEN COMPANY, INC., a California corporation ("**Corporation**") and THE BANNING SUCCESSOR AGENCY, a municipal corporation (the "**Agency**"), collectively referred to as (the "**Parties**"), to terminate fully and finally all disputes arising out of, or related to, the Dispute defined hereinafter. Agency and Corporation are occasionally referenced herein collectively as the "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS, On or about November 18, 2009, the Agency entered into an Owner Participation Agreement ("**OPA**") with the Company. By the OPA, the Agency agreed to provide a \$30,000.00 loan (the "**Loan**") to assist the Corporation with the installation of a business sign, construction of an outdoor patio, and the continued, uninterrupted use of a coffee shop and art gallery (the "**Project**"). The Project was to occupy the entire ground floor of that building located at 42 West Ramsey Street, Banning, California (the "**Site**"). The term of the Loan was stated in the OPA to be six years at 3% annual interest.

WHEREAS, The Corporation remains in default of the OPA on several grounds including, without limitation, the following:

- a) The OPA clearly restricted the Corporation from transferring its business interests unless it got prior written approval from the Agency. (OPA Article 7.) In about November of 2010, the Agency received notice that there were "new owners" of the Project. Per a Business Sale Agreement dated August 17, 2010, the Corporation was purchased for about \$50,000 by a new business entity. Further investigation revealed that there had been multiple transfers of business interests in the Project amongst the Corporation and other entities (the "**Other Business Entities**") without prior written consent of the Agency as required by the OPA.
- b) OPA Section 2.2.1.5 states, "Within 90 days from and after the Effective Date [of the OPA], Participant shall complete construction of the Project. . ." Under this provision, Project improvements should have been completed no later than February 18, 2010. Project improvements to have been completed within the 90-day period included (i) installation of the sign, and (ii) construction/improvement of the outdoor patio for customer use, and (iii) operations as a coffeehouse and art gallery. In breach of these requirements, the Corporation never completed the patio component of the Project.
- c) OPA Section 2.2.1.5 requires that Project completion entails two critical thresholds: (1) the City's issuance of a certificate of completion, and (2) the Haven's "actual taking of Site occupation." The Corporation, followed by Other

Business Entities, took actual occupancy of the Site without fulfilling the pre-requisites for such occupation under OPA Section 2.2.1.5.

- d) The OPA required Project to be operated as an art gallery in a portion of the Site; however, this art gallery component was discontinued without permission of the Agency.
- e) Operation of the Project was required to continue without interruption for a period of not less than six years (OPA Section 3.2). However, after less than two years of operation, on January 2011, the Project was unilaterally closed.

WHEREAS, The allegations of default identified in the foregoing Recital and any other disputes over the Corporation's performance of the OPA are collectively referenced herein as the "**Dispute**". Notwithstanding the Dispute, the Agency has disbursed \$27,000 of the Loan to the Corporation with only \$3,000 remaining as a retention amount (which retention was expressly allowed under the terms of OPA Section 4.1.4.1).

WHEREAS, Consistent with the terms of this Agreement, the City and Corporation wish to settle the Dispute without resort to litigation or adversarial administrative process. Accordingly, the Parties are executing this Agreement, whereby Corporation shall transfer all its right title and interest in certain equipment to the Agency; Corporation warrants that it holds its right title and interest to such equipment clear and without encumbrance. In exchange, the Agency shall release Corporation from all liability that may have arisen to date as a result of the Dispute.

AGREEMENT

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, all Parties hereto agree as follows:

1. **Settlement Terms.** Subject to the terms and conditions set forth herein, Corporation agrees to sell, assign, convey and deliver to Agency, and Agency agrees to take and acquire from Corporation, free and clear of all liens, claims and encumbrances, the following items of personal property (collectively, the "Equipment"):

1. Tables and chairs
2. Commercial refrigerator (Victory vf-2)
3. Commercial freezer (Victory vf-2)
4. Two Torrey refrigerated display cabinet (TEM 200)
5. Two APW Wyott Soup Warmers (RCW-7-sp)
6. Espresso machine (Astro Mega II m2s-017-bk)
7. Ice-O-Matic ice machine (ICEU 150)
8. Toaster (Missing)
9. Panini Grill sandwich heater (star gx14/G) (Missing)
10. Bunn 3 pot coffee maker
11. Two smoothie blenders (Vitamix VM 748) (Missing)

12. Amana commercial microwave 1,000w
13. Everest Mega-Top Sandwich Prep table (EPBR2)
14. Metal shelves
15. Three compartment sink
16. One compartment sink

2. **Free and Clear Transfer of Equipment.** Other than any obligation or burden imposed on Agency under this Agreement, Corporation's transfer of the Equipment under this Agreement shall be free and clear of all liens, claims, interests, and encumbrances. Corporation warrants that it has sole ownership of the Equipment, is authorized for all purposes to transfer title to the Equipment, and Corporation shall indemnify, defend and hold harmless the Agency, its officers, agents and employees against any and all actions, suits, claims, damages to persons or property, losses, costs (including attorneys' fees), penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of Corporation's transfer of the Equipment's title to the Agency.

The Corporation shall provide title to the Equipment into the Agency's name pursuant to that "Bill of Sale" attached hereto as **Exhibit "A"**, at which time Corporation shall have no other obligation regarding the Equipment. However, if the Equipment is not currently in Corporation's possession or in a location reasonably accessible to Corporation, the Agency may reasonably request by that Corporation provide Agency with information concerning where the same may be and the Corporation shall execute reasonable documents, prepared by the Agency, to effectuate the Agency's possession of the Equipment.

3. **Mutual Release.** For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agency and Corporation do hereby release and forever discharge each other and the "Releasees" hereunder, consisting of the Parties' elected or appointed public officials, officers, employees and agents, including, but not limited to, each of their associates, predecessors, successors, heirs, assignees, agents, directors, officers, employees, representatives, elected or appointed public officials, attorneys, and all persons acting by, through, under or in concert with them, or any of them), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expenses, of any nature whatsoever, known or unknown, fixed or contingent (collectively called "Claims"), which Claims the Parties now have or may hereafter have against each other and each other's Releasees, or any of them, arising from, or related to, the Dispute.

4. **Discovery of Different or Additional Facts.** Except as otherwise necessary to enforce the terms of this Agreement, each of the undersigned persons further acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to any Claims arising from, or related to, the Dispute, and expressly agree to assume the risk of the possible discovery of such additional or different facts, and further agree that this Agreement and its mutual releases shall be and remain effective in all respects regardless of such additional or different facts.

5. **Release of Unknown Claims.** Except as otherwise necessary to enforce the terms of this Agreement, each of the undersigned persons agree that the mutual releases set forth

in this Agreement are a release of ALL Claims arising from, or related to, the Dispute and, nonetheless, such releases are intended to encompass all known and unknown, foreseen and unforeseen Claims relating to the Dispute.

6. **Waiver of Civil Code Section 1542.** Except as otherwise necessary to enforce the terms of this Agreement, each of the undersigned persons expressly agrees to waive and relinquish all rights and benefits that they each may have under Section 1542 of the Civil Code of the State of California. That section reads as follows:

“§1542. [General release; extent] A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”

7. **No Assignment of Claims.** Each of the undersigned persons warrants that they have made no assignment, and will make no assignment, of any claim, chose in action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

8. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the undersigned persons and their respective heirs, legal representatives, successors and assigns. To this end, the Parties acknowledge that the City of Banning may be designated, either expressly or by operation of law, as the successor entity to the Agency.

9. **No Other Pending Actions.** The undersigned persons represent and warrant that they have not filed any complaint(s), cross-complaint(s) and/or charge(s) against each other or the Releasees, arising out of or relating to the matters herein with any state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against any party, or its predecessors, successors, heirs, assigns, employees, members, officers, directors, agents, attorneys, subsidiaries, divisions or affiliated corporations or organizations, whether previously or hereafter affiliated in any manner, on behalf of the undersigned or any other party, whenever filed, that party will request such agency or court to withdraw and dismiss the matter forthwith.

10. **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel to the extent desired concerning the legal effect of this Agreement.

11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

12. **Enforcement Costs.** Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

13. **Judicial Enforcement of Agreement.** In the event that Corporation breaches this Agreement, the Agency may immediately pursue legal action for Corporation's breach of the OPA, seeking any remedy permitted by law including, without limitation, judicial enforcement of the OPA. This Agreement constitutes Corporation's acknowledgement that the Dispute represents a breach of the OPA by Corporation and/or the Other Entities. The City may use this Agreement in court to demonstrate a default of the OPA.

14. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

15. **Ambiguity.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

16. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

17. **Governing Law.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.

18. **Jurisdiction and Venue.** The Parties (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of Riverside or in the Courts of the United States of America in the district in which the Agency is located, (b) consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the Agency and the Corporation agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations,

inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.


20. **Authority To Sign.** 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 and to bind that party, including its members, agents and assigns, (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.

21. **Modifications.** Any alteration, change, or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective.

IN WITNESS WHEREOF, the undersigned have executed, approved and agree to be bound by this Agreement on the dates set forth below:


Dated: 7-16, 2013

"CORPORATION"
THE HAVEN COMPANY, INC.

By: 
Chris Johnson, President

Dated: 7/17, 2013

"AGENCY"
BANNING-SUCCESSOR AGENCY

By: 
Andrew Takata, Agency Executive Director

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Lona N. Laymon, Asst. Agency Counsel

EXHIBIT "A"

BILL OF SALE

This Bill of Sale is entered into by and between THE HAVEN COMPANY, INC., a California corporation ("**Corporation**") and THE BANNING SUCCESSOR AGENCY, a municipal corporation (the "**Agency**"), in connection with the sale and transfer of all right, title and interest in and to the assets listed on Schedule 1 attached hereto (collectively, the "Equipment").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Corporation agrees as follows:

1. Corporation covenants that it is the lawful owner of the Equipment, and that it has the right to sell, transfer, and convey the same. Corporation owes no obligations and has contracted no liabilities affecting the Equipment or which might affect the consummation of the Agency's acquisition of the Equipment and that have not been expressly disclosed to Buyer. Corporation's transfer of the Equipment hereunder shall be free and clear of all liens (including UCC financing statements), claims, interests, and encumbrances. Corporation warrants that it has sole ownership of the Equipment, is authorized for all purposes to transfer title to the Equipment, and Corporation shall indemnify, defend and hold harmless the Agency, its officers, agents and employees against any and all actions, suits, claims, damages to persons or property, losses, costs (including attorneys' fees), penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of Corporation's transfer of the Equipment's title to the Agency.

2. Corporation hereby sells, assigns, transfers and conveys to Agency forever all of Corporation's right, title and interest in and to the Equipment.

3. Equipment further covenants and agrees that it shall execute such other and further instruments and documents as Agency may reasonably request to carry into effect or to evidence further the transfer of the Equipment to Agency.

4. Corporation covenants that the Equipment is complete, in reasonably new, or near new, and good working condition. In August 2012, the Agency retained the professional services of Fred Bush & Associates, a restaurant supplier and equipment appraiser, who subsequently inspected the Equipment and its condition. It was determined that the Equipment has an in-place value of \$13,000 to an existing owner/tenant or a value of \$5,500 if the items had to be removed and resold. The Corporation warrants that the Equipment remains in the same, or substantially the same, condition as observed by the Agency on such inspection date.

5. The provisions of this Bill of Sale shall bind and benefit the legal representatives, successors and assigns of Corporation and Agency.

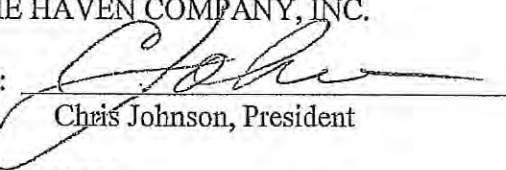
6. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California. This Bill of Sale may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

7. The parties signing below represent that they are duly authorized to execute this agreement and agree that the sale shall be effective on the date stated below.

IN WITNESS WHEREOF, this Bill of Sale is executed of this day of _____, 2013.

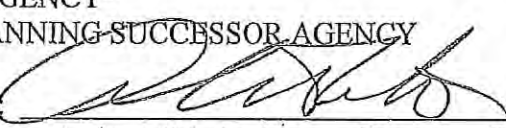
Dated: 7-16, 2013

"CORPORATION"
THE HAVEN COMPANY, INC.

By: 
Chris Johnson, President

Dated: 7/17, 2013

"AGENCY"
BANNING SUCCESSOR AGENCY

By: 
Andrew Takata, Agency Executive Director

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Lona N. Laymon, Asst. Agency Counsel

Schedule 1 to Bill of Sale

The Equipment consists of:

1. Tables and chairs
2. Commercial refrigerator (Victory vf-2)
3. Commercial freezer (Victory vf-2)
4. Two Torrey refrigerated display cabinet (TEM 200)
5. Two APW Wyott Soup Warmers (RCW-7-sp)
6. Espresso machine (Astro Mega II m2s-017-bk)
7. Ice-O-Matic ice machine (ICEU 150)
8. Toaster (Missing)
9. Panini Grill sandwich heater (star gx14/G) (Missing)
10. Bunn 3 pot coffee maker
11. Two smoothie blenders (Vitamix VM 748) (Missing)
12. Amana commercial microwave 1,000w
13. Everest Mega-Top Sandwich Prep table (EPBR2)
14. Metal shelves
15. Three compartment sink
16. One compartment sink

OVERSIGHT BOARD RESOLUTION NO. 2013-07 OB

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING APPROVING THE SETTLEMENT AGREEMENT, RELEASE OF ALL CLAIMS, AND BILL OF SALE FOR PERSONAL PROPERTY BETWEEN THE HAVEN COMPANY, INC. AND THE BANNING SUCCESSOR AGENCY

WHEREAS, the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012, and

WHEREAS, the Oversight Board to the Successor Agency to the dissolved Community Redevelopment Agency of the City of Banning, California has been appointed pursuant to the provisions of Health & Safety Code Section 34179 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, in November of 2009, the former Community Redevelopment Agency of the City of Banning ("Successor Agency") entered into an Owner Participation Agreement ("OPA") with The Haven Company, Inc. and provided the business with a \$30,000 loan for the installation of a business sign, construction of an outdoor patio, and the continued uninterrupted use of a coffee shop and art gallery; and

WHEREAS, the term of the loan stated in the OPA was six years at 3% annual interest; and

WHEREAS, the \$30,000 loan came from the 2007 Bond Proceeds; and

WHEREAS, The Haven Company, Inc. was never profitable, they were in default on the OPA on several grounds, they eventually went out of business, and they had utilized \$27,000 of the loan provided by the Successor Agency; and

WHEREAS, in October of 2011, the Successor Agency received a letter from the President of The Haven Company, Inc. with an offer to resolve the issue of the \$27,000 Successor Agency loan by offering the only remaining assets of The Haven Company, Inc. which were the furnishings and equipment; and

WHEREAS, to memorialize the verbal agreement and letter offer to cure the default, in July 2013 the Successor Agency had the President of The Haven Company, Inc. sign a Settlement Agreement, Release of All Claims, and Bill of Sale for Personal Property with the Successor Agency (Exhibit A); and

WHEREAS, the Successor Agency will ultimately resell and dispose of the equipment based on its appraised valuation; and

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

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board for the Successor Agency to the dissolved Community Redevelopment Agency of the City of Banning, as follows:

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

SECTION 2. The Settlement Agreement, Release of All Claims, and Bill of Sale for Personal Property with the Successor Agency, which is attached to the staff report that accompanies this Resolution, is approved.

SECTION 3. The City Manager, or designee, is hereby authorized and directed to transmit the Settlement Agreement, Release of All Claims, and Bill of Sale for Personal Property with the Successor Agency to the State Department of Finance.

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

PASSED AND ADOPTED by the Oversight Board at a special meeting held on the 26th day of September, 2013.

Jeff Davis, Chair
Banning Oversight Board

ATTEST:

Marie A. Calderon
Secretary to the Oversight Board

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, seating as the Secretary to the Banning, California Oversight Board, hereby certify that Resolution No. 2013-07 OB was adopted by the Banning, California Oversight Board at a special meeting of the Oversight Board held on the 26th day of September, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary to the Oversight Board

CERTIFICATION:

I, Marie A. Calderon, Secretary of the Oversight Board to the Successor Agency to the dissolved Community Redevelopment Agency of the City of Banning, do hereby certify that the foregoing Resolution No. 2013-07 OB was duly adopted by the Oversight Board to the Successor Agency to the dissolved Community Redevelopment Agency of the City of Banning, at a meeting thereof held on the 26th day of September 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary

ATTACHMENT 3

Minutes from Oversight Board to the Successor Agency, dated October 24, 2013

AGENDA
(REGULAR MEETING)
OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
OF THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
BANNING

Large Conference Room
Banning City Hall
99 E. Ramsey Street, Banning, California

Thursday, October 24, 2013
9:30 A.M. – 10:00 A.M.

CALL TO ORDER 9:30 A.M.

Large Conference Room

ROLL CALL

BOARD CHAIR JEFF DAVIS

BOARD VICE CHAIR - VACANT

BOARD MEMBER BRIAN GUILLOT

BOARD MEMBER STEVE HERNANDEZ

BOARD MEMBER DON SMITH

BOARD MEMBER BILL SPIRES

BOARD MEMBER MIKE WILLIAMS

ORAL COMMUNICATIONS

The public may at this time address the members of the Oversight Board on any matters within the jurisdiction of the Oversight Board, regardless of whether such matter is on or not on the Agenda. No action may be taken on off-Agenda items except as authorized by law. Speakers are required to limit their comments to no more than three minutes each. A thirty-minute time limit is placed on this section. Usually, any items received under this heading are referred to staff or future study, research, completion and/or future Oversight Board Action. (PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.)

NEW BUSINESS

1. APPROVAL OF THE MINUTES – REGULAR MEETING OF SEPTEMBER 26, 2013

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing in the following Agenda. Supporting documents, including staff reports, are available for review in the City Clerk's office. Oversight Board agenda/minutes are available at www.ci.banning.ca.us.

2. **ADOPTION OF RESOLUTION NO. 2013-08 OB APPROVING A SUBORDINATION AGREEMENT TO THE LOAN AGREEMENT FOR THE FIRST TIME HOMEBUYER PROGRAM TO SECURE INTEREST ON THE PROPERTY LOCATED AT 2910 RAINBOW LANE (APN 538-323-009)**

STANDING ITEMS

3. **RECEIVE AND FILE COPIES OF SUCCESSOR AGENCY ITEMS SINCE THE SEPTEMBER 26, 2013 OVERSIGHT BOARD MEETING**
4. **DEPARTMENT OF FINANCE INQUIRES SINCE THE SEPTEMBER 26, 2013 OVERSIGHT BOARD MEETING**

BOARD MEMBER COMMENTS

ITEMS FOR FUTURE OVERSIGHT BOARD AGENDAS

- **ROPS 2014-15A (February/March 2014)**

ADJOURNMENT

The next meeting (Regular or Special) of the Banning Oversight Board will be scheduled on an as needed basis.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 17th day of October, 2013.

Marie Calderon, City Clerk as Secretary
to the Banning Oversight Board

Pursuant to amended Government Code Section 54957.5(b) agenda reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Thursday, 8a.m. to 5p.m.

NOTICE: Any member of the public may address this meeting of the Banning Oversight Board on any item appearing on the agenda by raising their hand in the Large Conference Room of Banning City Hall 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 three-

minute limitation shall apply to each member of the public, unless such time is extended by the Chair and Board. No member of the public shall be permitted to "share" his/her three minutes with any other member of the public.

Any member of the public may address this meeting of the Chair and Board 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 Chair and Board may act. A three-minute limitation shall apply to each member of the public, unless such time is extended by the Chair and Board. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to "share" his/her three minutes with any other member of the public. The Chair and Board 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 Chair and Board. However, no other action shall be taken, nor discussion held by the Chair and Board 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, YOU SHOULD CONTACT THE OFFICE OF THE CITY OF BANNING CITY CLERK AT (951) 922-3102. NOTIFICATION BY NOON ON TUESDAY, OCTOBER 22, 2013, WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ASSURE ACCESSIBILITY TO THIS MEETING.

MINUTES
OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
BANNING, CALIFORNIA

09/26/13
REGULAR MEETING

A regular meeting of the Oversight Board to the Successor Agency of the Dissolved Community Redevelopment Agency of the City of Banning was called to order by Chairman Davis on September 26, 2013 at 9:04 a.m. at the Banning Civic Center Large Conference Room, 99 E. Ramsey Street, Banning, California.

BOARD MEMBERS PRESENT: Chairman Davis
Vice Chairman Botts
Boardmember Guillot
Boardmember Hernandez (*arriv. 9:06 a.m.*)
Boardmember Smith
Boardmember Spires (*arriv. 9:24 a.m.*)
Boardmember Williams

BOARD MEMBERS ABSENT: None

OTHERS PRESENT: June Overholt, Administrative Services Director
Bill Manis, Economic Development Director
Steve Dukett, Consultant - Urban Futures
Marie A. Calderon, Secretary

ORAL COMMUNICATIONS

There were none.

NEW BUSINESS

1. Approval of Minutes – Regular Meeting of May 30, 2013

**Motion Smith/Williams to approve the minutes of the Regular Meeting of May 30, 2013.
Motion carried, all in favor.**

2. Adoption of Resolution No. 2013-05 OB, Approving the Establishment of the Recognized Obligation Payment Schedule for the Period of January through June 2014.

Steve Dukett gave the staff report on this item. There was Board discussion.

Motion Smith/Spires to adopt Resolution No. 2013-05 OB, Approving the establishment of the Recognized Obligation Payment Schedule (the "ROPS") of the Successor Agency to the Dissolved Community Redevelopment Agency ("Successor Agency") for the Period of January through June 2014 with the amendment of Column I of the ROP Sheet, No. 19 should be \$22,128 Motion carried, all in favor.

3. Adoption of Resolution No. 2013-06 OB, Approving the Long-Range Property Management Plan.

Motion Williams/Spires to adopt Resolution No. 2013-06 OB, approving the Long-Range Property Management Plan pursuant to California Health and Safety Code § 34191.5 and approving certain related actions. Motion carried, all in favor.

4. Approval of the Settlement Agreement, Release of All Claims, and Bill of Sale for Personal Property Between the Haven Company, Inc. and the Banning Successor Agency.

Motion Williams/Smith that the Board approve the Settlement Agreement, Release of all Claims and Bill of Sale for Personal Property between The Haven Company, Inc. and the Banning Successor Agency with the provision that the Successor Agency consult its attorneys regarding perfecting its rights better than they are currently. Motion carried, all in favor.

STANDING ITEMS

5. Receive and File Copies of Successor Agency Items Since the May 30, 2013 Oversight Board Meeting.

Director Manis gave a report on the items.

6. Department of Finance Inquires Since the May 30, 2013 Oversight Board Meeting.

There were none.

BOARD MEMBER COMMENTS

None at this time.

ITEMS FOR FUTURE OVERSIGHT BOARD AGENDAS

- ROPS 2014-15A (February/March 2014)

Director Manis asked the Boardmembers as a standing meeting do they prefer to meet at 9 or 9:30 a.m. **There was consensus of the Board to meet at 9:00 a.m.**

ADJOURNMENT

By common consent the meeting adjourned at 10:09 a.m.



Marie A. Calderon, Secretary
Oversight Board to the Successor Agency
of the Dissolved CRA
City of Banning, California

ATTACHMENT 4

Bill of Sale, dated December 2013

File # 29 950-345.21 25
100 70 000 105-00
Loan print Ugapo/Haven

BILL OF SALE

This BILL OF SALE ("Bill of Sale" or "Agreement") is entered into as follows: The SUCCESSOR AGENCY OF THE CITY OF BANNING, a public entity organized and existing under California Health & Safety Code § 34173 ("Seller"), for and in good and sufficient consideration, of the sum of Nine-Thousand Two-Hundred and Fifty Dollars and Eight Cents (\$9,250.08), to be paid by installments, does by these presents, sell, transfer and convey unto Mese Ugapo, DBA "The Haven", a Sole Proprietorship ("Buyer"), thirteen (13) business inventory/personal property items (the "Restaurant Equipment") located upon that certain real property located at 42 West Ramsey, Banning, California 92220 (the "Site"). Buyer and Seller are hereinafter occasionally referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. The Effective Date of this Agreement shall be December 31, 2013.
- B. Seller agrees to sell, assign, convey and deliver to Buyer, and buyer agrees to take and acquire from Seller, free and clear of all liens, claims and encumbrances, the following items of personal property Restaurant Equipment:

1. Tables and chairs
2. Commercial refrigerator (Victory vf-2)
3. Commercial freezer (Victory vf-2)
4. Two Torrey refrigerated display cabinet (TEM 200)
5. Two APW Wyott Soup Warmers (RCW-7-sp)
6. Espresso machine (Astro Mega II m2s-017-bk)
7. Ice-O-Matic ice machine (ICEU 150)
8. Bunn 3 pot coffee maker
9. Amana commercial microwave 1,000w
10. Everest Mega-Top Sandwich Prep table (EPBR2)
11. Metal shelves
12. Three compartment sink
13. One compartment sink

- C. The terms of this Bill of Sale were approved by the Seller's "Oversight Board" and the "State Department of Finance" as required by Assembly Bill xl 26 ("AB 26") as modified by Assembly Bill 1484 ("AB 1484"), which State Department of Finance approval was further confirmed by email from the State on November 13, 2013.

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties and conditions contained in this Agreement and for other good and valuable consideration, the Buyer and Seller agree as follows:

1. Purchase of Restaurant Equipment. Seller hereby agrees to convey to Buyer, and Buyer agrees to purchase and accept from Seller, the Restaurant Equipment for the total purchase price of Nine-Thousand Two-Hundred and Fifty Dollars and Eight Cents (\$9,250.08) (the "Total

Purchase Price"). The Total Purchase Price shall be paid by Buyer to Seller by check payable to the "City of Banning Successor Agency" in equal installments over a 48 month period as commencing January 1, 2014, as follows:

<u>Payment Amount</u>	<u>Due Date</u>
\$192.71	January 1, 2014
\$192.71	February 1, 2014
\$192.71	March 1, 2014
<i>And so forth, until final installment payment of:</i>	
\$192.71	January 1, 2018

Buyer may pay-off the total balance due for the Restaurant Equipment at any time at an earlier date without penalty.

2. UCC-1 Form. The terms of the sale of this Bill of Sale shall be secured by the UCC-1 Form/Filing attached hereto as Exhibit 1.

3. "As-is" Condition. Seller hereby conveys the Restaurant Equipment in an "as-is" condition and disclaims any and all warranties as to the condition of the Restaurant Equipment. Buyer warrants and represents to Seller that it has inspected the Restaurant Equipment, consulted with persons knowledgeable in proper removal, restoration and maintenance of the Restaurant Equipment, and is fully apprised of the condition of the Restaurant Equipment, including without limitation the presence of any asbestos, lead paint, or other hazardous materials contained in or upon the Restaurant Equipment. Buyer accepts the conveyance of the Restaurant Equipment in such "as-is" condition.

In accepting the Restaurant Equipment in their "as-is" condition, the Buyer, on behalf of itself and its successors and assigns, does fully and forever remise, release and discharge the Seller, its elected and appointed officials, employees and agents, from any and all causes of action, damages, claims, demands, torts, actions, suits, obligations, losses and liabilities of whatever kind or nature, in law, equity, or otherwise, whether known or unknown, for any and all damages arising from the Restaurant Equipment as well as the use or condition of the Restaurant Equipment.

4. Indemnification. Buyer shall defend, indemnify and hold harmless the Seller, its elected and appointed officials, employees and agents, from any and all causes of action, damages, claims, demands, torts, actions, suits, obligations, losses and liabilities of whatever kind or nature, including, without limitation, attorney fees and costs, in law, equity or otherwise, for any and all damages arising from the Restaurant Equipment and the use or condition of the Restaurant Equipment.

5. Date of Possession; Continuation of Business. Buyer hereby warrants that it has already taken possession in full of all Restaurant Equipment. Buyer shall make all reasonable

business efforts to remain in business at the Site as a restaurant for a minimum of 54 months from the effective date of this Agreement (the "Operations Period"). If, however, Buyer is unable to remain in business at the Site as a restaurant due to Buyer's inability to negotiate terms for a lease renewal with the Site's owner that are reasonable under local restaurant industry standards and practice, then Buyer may fulfill its operational obligations during the Operations Period by opening and maintaining the same or similar restaurant business at an alternative site within the jurisdictional boundaries of the City of Banning for the remainder of the Operational Period. To this end, in the event Buyer needs to relocate its business to another location in the City, Owner shall have a six (6) month grace period to find an alternative Banning location and fully open the relocated business, which six-month period shall commence promptly from the expiration or non-renewal of Buyer's current Site lease. The provisions hereof allowing for relocation of the restaurant from the Site and/or the six-month grace period to not apply to any termination of Buyer's Site lease that is due to a default thereof by Buyer.

6. Notices. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (collectively, "notices") shall be in writing and signed by the party so giving the notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed; (ii) on the date the notice is received or rejected provided it is sent U.S. first class registered or certified mail, postage prepaid, return receipt requested; or (iii) on the date the notice is delivered by a nationally recognized courier service to the address of the person to whom it is directed provided it is sent postage prepaid to the address of the person to whom it is directed. The addresses of the parties are:

If to the Seller: City of Banning Successor Agency
 99 E. Ramsey St.
 Banning, California 92220
 Attn: Executive Director

If to Buyer: 1689 G Court
 Banning, CA 92220
 Attn: Mese Ugapo

Either party may, from time to time, change its address by giving written notice therein in the manner outlined above.

7. Governing Law. This Agreement shall be interpreted, enforced and governed by the laws of the State of California. Any legal actions related to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California or in the United States District Court for the Central District of California.

8. No Conflicts. No officer or employee of the Seller shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in a decision relating to the Agreement which affects its 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 law. The Buyer 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.

9. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and bear the signature of each Party on a separate counterpart, each of which when so executed and delivered shall be deemed an original but all of which taken together shall constitute but one and the same instrument. Signatures on facsimile copies when so delivered shall be deemed to be originals and shall operate in the same manner as original counterparts.

10. Amendments. No provisions of this Agreement may be amended or modified except by an agreement in writing executed by both Parties hereto.

11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

12. Authority of Signatories. The Parties signing below represent they are duly authorized to execute this Agreement and that the sale shall be effective on the date stated below.

IN WITNESS WHEREOF, the Parties have each caused their authorized representative to execute duplicate original counterparts of this Agreement.

Dated: _____

SELLER:

*CITY OF BANNING SUCCESSOR
AGENCY, a public entity organized and
existing under California Health & Safety
Code § 34173*

By: _____
Name: _____
Title: _____

ATTEST:

Marie Calderon, Agency Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

David Aleshire, City Attorney

BUYER:

Mese Ugapo, DBA The Haven (Sole
Proprietorship)

By: 

Name: LANESE UGAPU II

Title: OWNER

By: _____

Name: _____

Title: _____

EXHIBIT 1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

City of Banning
c/o Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME THE HAVEN				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 42 West Ramsey		CITY Banning	STATE CA	POSTAL CODE 92220
				COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1d. TYPE OF ORGANIZATION Sole Proprietor	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME Ugapo		FIRST NAME Mese	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 1689 G Court		CITY Banning	STATE CA	POSTAL CODE 92220
				COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		2d. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME City of Banning				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 99 East Ramsey Street		CITY Banning	STATE CA	POSTAL CODE 92220
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

1. Tables and chairs
2. Commercial refrigerator (Victory vf-2)
3. Commercial freezer (Victory vf-2)
4. Two Torrey refrigerated display cabinet (TEM 200)
5. Two APW Wyott Soup Warmers (RCW-7-sp)
6. Espresso machine (Astro Mega II m2s-017-bk)
7. Ice-O-Matic ice machine (ICEU 150)
8. Bunn 3 pot coffee maker
9. Amana commercial microwave 1,000w

10. Everest Mega-Top Sandwich Prep table (EPBR2)
11. Metal shelves
12. Three compartment sink
13. One compartment sink

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input checked="" type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] (optional)	
8. OPTIONAL FILER REFERENCE DATA	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION NAME		
THE HAVEN		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR	11d. TYPE OF ORGANIZATION	11e. JURISDICTION OF ORGANIZATION	11f. ORGANIZATIONAL ID#, if any	
			<input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P's NAME – insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

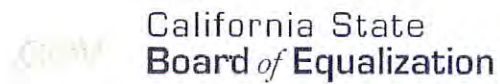
1 - 3/65/14
2 -
3 - 3/12/14
4 - 4/7/14
5 - 5/12/14
6 - 6/20/14
7 - 7/31/14
8 - 8/5/14
9 - 9/16/14
10 - 10/14/14
11 - 11/12/14
12 -

2119.⁸¹ paid

\$ 7,130.22 Balance

ATTACHMENT 5

Board of Equalization – Tax Permit Verification



Sales and Use Tax Permit Verification

Permit Number 101281111 is **Closed** and is not valid after the closed date.

Owner Name: ANNA MARIE NANCY
UGAPO
Business Name: THE SANDWICH STOPPE
Address: 1140 BEAUMONT AVE
STE A
BEAUMONT
CA

Closed Date: 07/17/2014

Verification is available to help you determine if a seller's permit account number included on your customer's resale certificate is currently valid. As a seller, you are responsible for ensuring the resale certificate is properly completed. Please refer to [Regulation 1668](#), [Resale Certificates](#).

[Back to Query Page](#)

Taxpayers' Rights Advocate

Talk with BOE

[How to Contact Us](#)
[Report Tax Fraud](#)
[Sign Up for BOE Updates](#)
[Report Problems with Website](#)
[Ask BOE a Question by Email](#)



Tax Recovery and Criminal Enforcement (TRaCE)

Tax Appeals

[Fire Fee Appeals](#)
[Tax Appeals Assistance Program \(TAAP\)](#)
[Appeals of Franchise Tax Board Decisions](#)
[Sales & Use Tax and Special Tax Appeals](#)
[Property Tax Appeals](#)
[Settlement Program](#)
[Offer in Compromise](#)

Legal Resources

[Your Rights](#)
[Legislation](#)
[Current Litigation](#)
[Laws, Annotations, Rules and Regulations](#)
[Local Government Services](#)
[Business Taxes Law Guide](#)
[Property Taxes Law Guide](#)
[Bankruptcy](#)

American Indian Tribal Issues

BOE Resources

[OPEN BOE Data Portal](#)
[Annual Report](#)
[Centralized Revenue Opportunity System \(CROS\)](#)
[Accessing Public Records](#)
[Careers at BOE](#)

Other Tax Resources

[Search for Unclaimed Property](#)
[Secretary of State Business Programs](#)
[Employment Development Department \(Payroll Tax\)](#)
[Franchise Tax Board](#)
[Office of the Governor](#)

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**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Laurie Sampson, Executive Assistant

MEETING DATE: November 14, 2017

SUBJECT: Receive and File List of Contracts Approved Under the City Manager's Signature Authority

RECOMMENDATION:

Receive and file the list of Contracts approved under the City Manager's signature authority of \$25,000 or less.

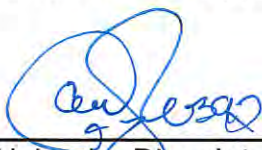
BACKGROUND:

City Council requested regular reports of contracts signed under the City Manager's signature authority of \$25,000 or less.

ATTACHMENT:

- 1) List of Contracts approved by City Manager

Reviewed and Approved by:



Alejandro Diaz, Interim City Manager

ATTACHMENT 1

(List of Contracts)

Contracts Approved Under City Manager Signature Authority				
Date	Department	Vendor/Contractor	Amount	Services Provided
19-Oct	Public Works	Kemira Water Solutions	\$ 25,000	Ferric Sulfate
19-Oct	Public Works	Fluid Components International	\$ 2,230	Annual Testing & Calibration of Gas Flow Meters
31-Oct	Police	Motorola Solutions	\$ 7,677	Security Update Service & System Upgrades

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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: November 14, 2017

SUBJECT: Adoption of Resolution 2017-101 Approving the Maximum Compensation and Benefits in City Executive Department Director Employment Contracts Authorizing a Cost of Living Adjustment Increase of One Percent, Reclassification of the Community Services Director Salary Grade, and an Additional Holiday, and Authorize the Administrative Services Director to make the necessary Budget Adjustments, Appropriations and Transfers.

RECOMMENDATION:

Adoption of Resolution 2017-101 approving the maximum Compensation and Benefits in City Executive Department Director employment contracts, including the City Manager, Administrative Services Director/Deputy City Manager, Community Development Director, Community Services Director, Electric Utility Director, Police Chief and Public Works Director, approving a Cost of Living Adjustment Increase of one percent (1%), the reclassification of the Community Services Director's salary grade from Grade 86 to 92, an additional holiday, and authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations and transfers.

JUSTIFICATION:

The City Council approved a minimum of one percent (1%) cost of living adjustment (COLA) to each of the organized employee groups, including all General, Utility, and Management employee groups, and authorized an additional holiday to those groups. This resolution would afford the Executive Staff the minimum COLA and holiday. Additionally, the Finance Committee recommended and Council approved an increase in the Community Services Director's salary of twenty thousand dollars (\$20,000). Finally, Directors are permitted leave time cash-outs per each contract from inception, which are detailed in this resolution.

BACKGROUND:

Executive level staff are not in organized labor groups, and have employment contracts. Historically the Department Directors compensation and benefits have been adjusted by resolution. The adoption of Resolution No. 2017-101 would replace Resolution No. 2016-112.

ORAL REPORT WITH SUMMARY OF RECOMMENDATION

The Mayor or another appropriate officer may make the following newly required announcement:

"Prior to taking action on Executive employee compensation, the Council is required by a new law to orally report a summary of the recommendation for a final action on the salaries, salary schedules or compensation paid in the form of fringe benefits of executive employees during the meeting in which final action is to be taken. The recommendation for this action is a 1% cost of living increase in the salaries and salary schedule for City Executive Department Directors; reclassification of the Community Services Director from salary grade 86 to salary grade 92, and the grant of one additional paid holiday."

OPTIONS:

1. Approve Resolution 2017-101 authorizing a 1% COLA increase and additional Holiday for Executive level staff and reclassification of the salary grade for the Community Services Director.
2. Do not approve the resolution and provide direction to staff.

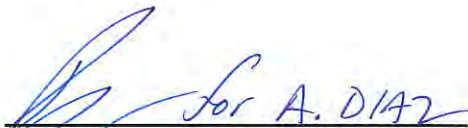
FISCAL IMPACT:

The 1% COLA increase has a fiscal impact to the General Fund of \$4,900, Utility Funds of Electric, Water, and Wastewater of \$4,100, and Transit Fund of \$625. The salary grade increase has a fiscal impact to the General Fund of \$10,000 and the Transit Fund of \$10,000.

ATTACHMENTS:

1. Resolution 2017-101

Approved by:


Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-101

A RESOLUTION OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MAXIMUM COMPENSATION AND BENEFITS IN CERTAIN CITY DEPARTMENT DIRECTOR EMPLOYMENT CONTRACTS AND THE CITY MANAGER EMPLOYMENT CONTRACT, PURSUANT TO SECTIONS 2.08.070(A) AND 2.08.090(C) OF THE BANNING MUNICIPAL CODE.

WHEREAS, City of Banning Executive employees have updates to their compensation and benefits from time to time, in alignment with other City employees; including the City Manager, Administrative Services Director/Deputy City Manager, Community Development Director, Community Services Director, Electric Utility Director, Police Chief, and Public Works Director (hereinafter collectively referred to as "Directors"); and

WHEREAS, the City Council has authority to enter into a Contract with the City Manager, pursuant to Banning Municipal Code § 2.08.070;

WHEREAS, the City Manager has authority to enter into the Contracts with City Department Directors on behalf of the City, pursuant to Banning Municipal Code § 2.08.090;

WHEREAS, Banning Municipal Code Sections § 2.08.070(A) and § 2.08.090(C) requires that the City Council approve, by resolution for City Manager and resolution or ordinance for directors, the maximum compensation and benefits expressly or impliedly included in the Contracts prior to their taking effect; and

WHEREAS, on or about June 23, 2009, the City Council approved Resolution 2009-51 changing the maximum level of benefits and other compensation to be included in the Contracts and provided that the salary for the Contracts shall not exceed the maximum salary for each Director in the most recent Classification and Compensation Resolution approved by the City Council at any given time; and

WHEREAS, on or about May 14, 2013 the City Council of the City of Banning passed Resolution 2013-20, replacing Resolution 2009-51 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, on or about August 25, 2015 the City Council of the City of Banning passed Resolution 2015-80, replacing Resolution 2013-20 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, on or about November 7, 2016 the City Council of the City of Banning passed Resolution 2016-112, replacing Resolution 2015-80 and changing the maximum level of benefits and other compensation for Directors; and

WHEREAS, the City developed a new Executive Salary Schedule dated July 1, 2017 which implements a one percent (1%) increase to the Steps in each Executive Salary Grade; and

WHEREAS, the City Council wishes to reclassify the Community Services Director salary grade from grade eighty-six (86) to salary grade ninety-two (92), an annual salary increase of twenty thousand dollars (\$20,000) as of July 1, 2017; and

WHEREAS, the City Council wishes to grant additional holiday leave of ten hours for New Year's Eve to Directors; and

WHEREAS, the City Council now desires to adopt an amended and restated resolution of salaries, compensation and benefits for Directors, which restates and replaces any and all pre-existing salary and compensation resolutions for the Directors, including, but not limited to, Council Resolution 2016-112.

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

SECTION 1. The City Council hereby approves a Cost of Living Adjustment increase in the amount of one percent (1%) of base salary, effective July 1, 2017 with adoption of this resolution.

SECTION 2. The City Council hereby approves the Executive Department Director Compensation Table attached as Exhibit "A".

SECTION 3. The City Council hereby adopts the Salary Schedule dated July 1, 2017 as applied to the Executive Department Director Compensation Table and is attached hereto as Exhibit "B".

SECTION 4. The City Council hereby approves the maximum level of benefits and other compensation, not including salary, expressly or implied set forth in the Contracts, provided that such level of benefits and other compensation for each Executive Department Director shall not exceed the following levels:

A. Professional Development. Training as determined appropriate by the City Manager.

B. Paid Leave. Implementation of accrual caps will not result in loss of existing or vested leave balances as of the date of adoption of this resolution.

i. Sick Leave. 96 hours accrued annually with maximum accrual cap of 480 hours.

ii. Sick Leave Cash Out. 96 hours may be cashed out annually, provided a minimum balance of 40 hours remains in the sick leave bank at time of cash out. Any sick leave cash out request must be made no later than November 1st of each year, and payment of the cash out shall be made in the last check issued in November.

iii. Vacation Leave. 160 hours accrued annually with maximum accrual cap of 480 hours.

iv. Vacation Leave Cash Out. 80 hours may be cashed out annually provided a minimum balance of 80 hours remains in the vacation leave bank at time of cash out.

v. Holiday Leave. Effective July 1st, 2017, Directors shall be entitled to the following holidays and paid 10 hours for each holiday:

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and One (1) floating holiday

vi. Holiday Leave Cash Out. Leave balances must be used during the fiscal year or they will be cashed out at the end of the fiscal year, in the 2nd pay period in June.

vii. Executive Leave. 98 hours annual accrual with maximum accrual cap of 200 hours.

viii. Executive Leave Cash Out. 98 hours may be cashed out annually.

ix. Bereavement Leave. 30 hours annually with no accrual or carryover.

x. Promotional Payouts of Leave. Prior to implementation of a promotion to a higher ranking position, the City shall be entitled to cash out, at the Director's current pay rate at the time of said promotion, all vacation, holiday, comp time and executive leave in excess of 100 hours respectively.

C. Cafeteria/Health & Welfare Benefits. Effective the first pay period after July 1, 2017, this benefit for Director's shall be capped at \$20,000 annually. However, the City Manager may increase the benefit annually using CPI or the average of all City health insurance premium increases. Directors may use funds for any of the City's medical plans or, upon proof of coverage under spouse's plan, this amount may be taken as taxable income or converted to a 457 Plan or City sponsored Medical Savings Account.

D. Retirement.

- Miscellaneous and safety employees hired prior to January 1, 2013, remain at 2.5% @55 and 3% @ 50 CalPERS formulas respectively,

with single highest year benefit

- Beginning December 2012, the City implemented the 2% @ 60 formula for miscellaneous new hires and 2% @ 50 formula for safety new hires with average three years for calculation of final retirement benefit, which after January 1, 2013 shall only apply to new hires defined and determined by CalPERS to be "classic members."
 - Beginning January 1, 2013, new hires defined by CalPERS as "new members" shall receive the newly created 2% @ 62 formula for miscellaneous employees and 2.7% @ 57 for safety employees, with average of three years for calculation of final retirement benefit. (Mandated by the Public Employees' Pension Reform Act of 2013.)
 - The Directors shall pay their full member contribution for their CalPERS retirement plan, from employee's pre-tax compensation.
- E. Management Incentive. There shall be no salary management incentive.
- F. Automobile Allowance. Directors shall receive \$250.00 per month or the use of a take home City Vehicle as determined by the City Manager.
- G. City Flexible Spending Plan. Directors may participate in same program made available to other employees.
- H. Life Insurance. Directors shall be entitled to a \$150,000.00 life insurance policy.
- I. Uniforms. \$0. The Police Chief shall receive \$110 per month uniform allowance.
- J. Business Equipment. The City hereby agrees to finance at no interest the purchase of any job-related tools or equipment that serve the professional development of the Director. Such tools and equipment shall be approved in advance by the City Manager. Repayment to the City by the Director shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years. The amount shall be capped at the value of one month's salary. Should the Director terminate employment, then the remaining loan amount repayment shall be accelerated and become fully due and owing as of the termination date.
- J. Bonding. The City shall bear the full cost of any fidelity or other bonds

required for an employee under any law or ordinance.

- K. Education Incentives. Directors may receive \$275.00 maximum per month. The Police Chief may receive \$450.00 per month.
- L. Eyewear/Eye Care Reimbursement. Directors may receive \$300.00 maximum every two fiscal years.
- M. Disability Insurance. Directors shall pay the cost of membership in the short term and long term disability insurance programs selected by the City and Insurance/Benefits Advisory Committee.
- N. FICA. Directors shall pay the employee's portion of the Federal Insurance Contributions Act tax and the City shall be responsible for payment of the employer's portion.
- O. Other benefits. Directors shall be eligible to participate in employee paid benefit programs that may be offered from time to time.
- P. Performance Evaluations. Upon an annual satisfactory performance evaluation, Directors shall be granted an increase of a minimum of two steps or approximately five percent (5%), or such increase will be automatically implemented retroactive to the due date if employee's supervisor is thirty (30) days late on giving the evaluation to employee.

SECTION 5. Directors are entitled only to the level of salary and benefits contained in their respective Contract.

SECTION 6. The position of Police Chief remains entitled to all protections and rights afforded under California law, including but not limited to those set forth in the Public Safety Officers Procedural Bill of Rights Act (Gov't Code 3300-3313)

SECTION 7. The Administrative Services Director is authorized to make the necessary budget adjustments as applicable.

PASSED, APPROVED, and ADOPTED this 14th day of November, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-101 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

Exhibit "A"

Compensation Table

POSITION	SALARY GRADE
Administrative Services Director/Deputy City Manager	101
City Manager	113
Community Development Director	92
Community Services Director	92
Electric Utility Director	100
Police Chief	100
Public Works Director	100

City of Banning
Executive Salary Schedule
2.5506% Between Steps
Effective 7/1/2017

EXHIBIT "B"

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
86	Hourly	44,574.00	45,710.90	46,876.80	48,072.40	49,298.60	51,845.50	53,167.80	54,523.90	55,914.60	57,340.80	58,803.30	60,303.10
Biweekly		3,565.92	3,656.87	3,750.14	3,845.79	3,943.88	4,147.64	4,253.43	4,361.91	4,473.17	4,587.26	4,704.26	4,824.25
	Annual	92,713.88	95,078.64	97,503.72	99,990.65	102,541.01	105,156.42	110,589.07	113,409.75	116,302.38	119,268.79	122,310.86	125,430.52
87	Hourly	45,688.40	46,853.70	48,048.80	49,274.30	50,531.10	51,819.90	54,497.10	55,887.10	57,312.50	58,774.30	60,273.40	61,810.80
Biweekly		3,655.07	3,748.30	3,843.90	3,941.94	4,042.49	4,145.59	4,359.77	4,470.97	4,585.00	4,701.95	4,821.88	4,944.86
	Annual	95,031.83	97,455.71	99,941.42	102,490.52	105,104.65	107,785.45	113,353.92	116,245.12	119,210.07	122,250.64	125,368.77	128,566.42
88	Hourly	46,830.50	48,025.00	49,249.90	50,506.10	51,794.30	53,115.30	54,470.10	55,859.40	57,284.20	58,745.30	61,780.20	63,355.90
Biweekly		3,746.44	3,842.00	3,939.99	4,040.49	4,143.54	4,249.23	4,468.75	4,582.73	4,699.62	4,819.49	4,942.41	5,068.48
	Annual	97,407.47	99,891.94	102,439.79	105,052.62	107,732.09	110,479.90	116,187.58	119,151.06	122,190.13	125,306.71	128,502.78	131,780.37
89	Hourly	48,001.40	49,225.70	50,481.20	51,768.80	53,089.20	54,443.30	55,832.00	57,256.00	58,716.40	61,749.80	63,324.80	64,940.00
Biweekly		3,840.11	3,938.06	4,038.50	4,141.51	4,247.14	4,355.47	4,580.48	4,697.31	4,817.12	4,939.99	5,065.99	5,195.20
	Annual	99,842.86	102,389.45	105,001.00	107,679.15	110,425.62	113,242.13	119,092.51	122,130.08	125,245.13	128,439.64	131,715.62	135,075.16
90	Hourly	49,201.50	50,458.40	51,743.30	53,063.10	54,416.50	55,804.50	57,227.80	58,687.50	61,719.40	63,293.60	64,908.00	66,563.50
Biweekly		3,936.12	4,036.51	4,139.47	4,245.05	4,353.32	4,464.36	4,695.00	4,814.75	4,937.55	5,063.49	5,192.64	5,325.08
	Annual	102,339.04	104,949.30	107,626.14	110,371.25	113,186.38	116,073.31	119,033.88	122,069.95	125,183.47	131,650.77	135,008.65	138,452.18
91	Hourly	50,431.30	51,717.60	53,036.70	54,389.40	55,776.70	57,199.30	58,658.20	61,688.70	63,262.10	64,875.70	66,530.40	68,227.30
Biweekly		4,034.50	4,137.40	4,242.93	4,351.15	4,462.13	4,575.95	4,812.35	4,935.09	5,060.97	5,190.05	5,322.43	5,458.19
	Annual	104,897.02	107,572.52	110,316.27	113,129.99	116,015.49	118,974.58	125,121.11	128,312.45	131,585.19	134,941.40	138,383.21	141,912.82
92	Hourly	51,692.30	53,010.70	54,362.80	55,749.40	57,171.30	58,629.60	61,658.50	63,231.20	64,843.90	66,497.90	68,193.90	69,933.30
Biweekly		4,135.38	4,240.86	4,349.03	4,459.95	4,573.71	4,690.36	4,932.68	5,058.49	5,187.52	5,319.83	5,455.52	5,594.66
	Annual	107,519.91	110,262.31	113,074.66	115,958.75	118,916.39	121,949.47	128,249.69	131,520.83	134,875.40	138,315.53	141,843.41	145,461.27
93	Hourly	52,984.50	54,335.90	55,721.80	57,143.00	58,600.50	60,095.20	61,628.00	64,811.80	66,464.90	68,160.20	69,898.70	71,681.50
Biweekly		4,238.76	4,346.87	4,457.74	4,571.44	4,688.04	4,807.61	5,055.99	5,184.95	5,317.19	5,452.81	5,591.89	5,734.52
	Annual	110,207.71	113,018.67	115,901.32	118,857.50	121,889.08	124,997.98	131,455.70	134,808.61	138,247.04	141,773.17	145,389.23	149,097.53
94	Hourly	54,309.40	55,694.60	57,115.10	58,571.90	60,065.80	61,597.90	64,780.20	66,432.50	68,126.90	69,864.50	71,646.50	73,473.90
Biweekly		4,344.75	4,455.57	4,569.21	4,685.75	4,805.27	4,927.83	5,182.42	5,314.60	5,450.15	5,589.16	5,731.72	5,877.91
	Annual	112,963.49	115,844.74	118,799.47	121,829.57	124,936.96	128,123.60	134,742.79	138,179.54	141,703.95	145,318.25	149,024.74	152,825.76
95	Hourly	55,667.00	57,086.80	58,542.90	60,036.00	61,567.30	63,137.70	66,399.50	68,093.10	69,829.90	71,611.00	73,437.50	75,310.60
Biweekly		4,453.36	4,566.94	4,683.43	4,802.88	4,925.39	5,051.01	5,311.96	5,447.45	5,586.39	5,728.88	5,875.00	6,024.85
	Annual	115,787.27	118,740.54	121,769.14	124,874.98	128,060.04	131,326.34	138,110.99	141,633.65	145,246.16	148,950.81	152,749.95	156,645.99
96	Hourly	57,058.70	58,514.10	60,006.50	61,537.00	63,106.60	64,716.20	68,059.60	69,795.50	71,575.70	73,401.40	75,273.50	77,193.50
Biweekly		4,564.70	4,681.12	4,800.52	4,922.96	5,048.53	5,177.30	5,444.77	5,583.64	5,726.06	5,872.11	6,021.88	6,175.48
	Annual	118,682.13	121,709.24	124,813.55	127,997.05	131,261.74	134,609.70	141,563.98	145,174.71	148,877.54	152,674.81	156,568.93	160,562.38
97	Hourly	58,485.10	59,976.90	61,506.60	63,075.40	64,684.20	66,334.10	69,761.10	71,540.40	73,365.10	75,236.30	77,155.30	79,123.20
Biweekly		4,678.81	4,798.15	4,920.53	5,046.03	5,174.74	5,306.73	5,580.88	5,723.23	5,869.21	6,018.91	6,172.43	6,329.86
	Annual	121,649.11	124,751.89	127,933.81	131,196.89	134,543.20	137,974.86	145,102.99	148,803.99	152,599.39	156,491.59	160,483.06	164,576.34

Effective 07/01/2017

City of Banning
Executive Salary Schedule
2.5506% Between Steps
Effective 7/1/2017

EXHIBIT "B"

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
98													
Hourly	59,947.2	61,476.3	63,044.3	64,652.3	66,301.3	67,992.4	69,726.6	71,505.0	73,328.8	75,199.2	77,117.2	79,084.2	81,101.3
Biweekly	4,795.78	4,918.10	5,043.54	5,172.18	5,304.10	5,439.39	5,578.13	5,720.40	5,866.31	6,015.93	6,169.38	6,326.73	6,488.10
Annual	124,690.26	127,870.61	131,132.08	134,476.73	137,906.70	141,424.14	145,031.31	148,730.48	152,524.00	156,414.27	160,403.78	164,495.03	168,690.64
99													
Hourly	61,446.0	63,013.2	64,620.4	66,268.6	67,958.9	69,692.3	71,469.8	73,292.7	75,162.1	77,079.2	79,045.2	81,061.3	83,128.9
Biweekly	4,915.68	5,041.06	5,169.63	5,301.49	5,436.71	5,575.38	5,717.59	5,863.42	6,012.97	6,166.34	6,323.62	6,484.91	6,650.31
Annual	127,807.64	131,067.50	134,410.51	137,838.78	141,354.50	144,959.89	148,657.23	152,448.89	156,337.25	160,324.79	164,414.03	168,607.57	172,908.08
100													
Hourly	62,981.9	64,588.3	66,235.7	67,925.1	69,657.6	71,434.3	73,256.3	75,124.7	77,040.9	79,005.9	81,021.0	83,087.5	85,206.8
Biweekly	5,038.55	5,167.06	5,298.85	5,434.01	5,572.61	5,714.74	5,860.50	6,009.98	6,163.27	6,320.47	6,481.68	6,647.00	6,816.54
Annual	131,002.29	134,343.63	137,770.20	141,284.17	144,887.76	148,583.27	152,373.04	156,259.46	160,245.02	164,332.23	168,523.68	172,822.05	177,230.05
101													
Hourly	64,556.4	66,203.0	67,891.5	69,623.2	71,399.0	73,220.1	75,087.6	77,002.8	78,969.9	80,981.0	83,046.5	85,164.7	87,336.9
Biweekly	5,164.51	5,296.24	5,431.32	5,569.85	5,711.92	5,857.61	6,007.01	6,160.23	6,317.35	6,478.48	6,643.72	6,813.17	6,986.95
Annual	134,277.30	137,702.18	141,214.41	144,816.22	148,509.91	152,297.80	156,182.31	160,165.89	164,251.08	168,440.47	172,736.72	177,142.54	181,660.74
102													
Hourly	66,170.5	67,858.3	69,589.1	71,364.0	73,184.2	75,050.9	76,965.1	78,928.2	80,941.3	83,005.8	85,123.0	87,294.1	89,520.6
Biweekly	5,293.64	5,428.66	5,567.13	5,709.12	5,854.74	6,004.07	6,157.21	6,314.25	6,475.31	6,640.47	6,809.84	6,983.53	7,161.65
Annual	137,634.72	141,145.23	144,745.28	148,437.15	152,223.19	156,105.80	160,087.43	164,170.62	168,357.96	172,652.10	177,055.76	181,571.74	186,202.91
103													
Hourly	67,824.8	69,554.7	71,328.8	73,148.1	75,013.8	76,927.1	78,889.2	80,901.4	82,964.9	85,081.0	87,251.0	89,476.5	91,758.6
Biweekly	5,425.98	5,564.38	5,706.30	5,851.85	6,001.11	6,154.17	6,311.14	6,472.11	6,637.19	6,806.48	6,980.08	7,158.12	7,340.69
Annual	141,075.59	144,673.86	148,363.92	152,148.09	156,028.77	160,008.44	164,089.62	168,274.89	172,566.91	176,968.40	181,482.16	186,111.04	190,857.99
104													
Hourly	69,520.2	71,293.4	73,111.8	74,976.6	76,888.9	78,850.0	80,861.2	82,923.6	85,038.7	87,207.7	89,432.0	91,713.0	94,052.3
Biweekly	5,561.61	5,703.47	5,848.94	5,998.12	6,151.11	6,308.00	6,468.89	6,633.89	6,803.09	6,976.61	7,154.56	7,337.04	7,524.18
Annual	144,601.96	148,290.18	152,072.47	155,951.23	159,928.92	164,008.07	168,191.26	172,481.14	176,880.45	181,391.96	186,018.54	190,763.13	195,628.74
105													
Hourly	71,258.1	73,075.6	74,939.5	76,850.9	78,811.1	80,821.2	82,882.7	84,996.7	87,164.6	89,387.8	91,667.7	94,005.8	96,403.5
Biweekly	5,700.65	5,846.05	5,995.16	6,148.07	6,304.89	6,465.70	6,630.61	6,799.73	6,973.17	7,151.03	7,333.42	7,520.47	7,712.28
Annual	148,216.93	151,997.35	155,874.20	159,849.92	163,927.05	168,108.18	172,395.95	176,793.08	181,302.36	185,926.66	190,668.90	195,532.11	200,519.35
106													
Hourly	73,039.7	74,902.6	76,813.1	78,772.3	80,781.5	82,841.9	84,954.8	87,121.7	89,343.8	91,622.6	93,959.6	96,356.1	98,813.8
Biweekly	5,843.18	5,992.21	6,145.05	6,301.78	6,462.52	6,627.35	6,796.39	6,969.74	7,147.51	7,329.81	7,516.77	7,708.49	7,905.10
Annual	151,922.56	155,797.50	159,771.27	163,846.39	168,025.46	172,311.12	176,706.08	181,213.15	185,835.17	190,575.08	195,435.89	200,420.68	205,532.61
107													
Hourly	74,865.8	76,775.3	78,733.6	80,741.8	82,801.2	84,913.1	87,078.9	89,299.9	91,577.6	93,913.4	96,308.7	98,765.2	101,284.3
Biweekly	5,989.27	6,142.03	6,298.69	6,459.34	6,624.09	6,793.05	6,966.31	7,143.99	7,326.21	7,513.07	7,704.70	7,901.21	8,102.74
Annual	155,720.91	159,692.73	163,765.85	167,942.86	172,226.41	176,619.22	181,124.07	185,743.82	190,481.40	195,339.82	200,322.16	205,431.57	210,671.31
108													
Hourly	76,737.5	78,694.8	80,702.0	82,760.4	84,871.2	87,036.0	89,255.9	91,532.5	93,867.1	96,261.3	98,716.5	101,234.4	103,816.5
Biweekly	6,139.00	6,295.58	6,456.16	6,620.83	6,789.70	6,962.88	7,140.47	7,322.60	7,509.37	7,700.90	7,897.32	8,098.75	8,305.32
Annual	159,614.04	163,685.16	167,860.11	172,141.55	176,532.19	181,034.82	185,652.30	190,387.54	195,243.57	200,223.45	205,330.35	210,567.51	215,938.24
109													
Hourly	78,655.8	80,662.0	82,719.3	84,829.2	86,992.8	89,211.7	91,487.1	93,820.6	96,213.5	98,667.6	101,184.2	103,765.0	106,411.6
Biweekly	6,292.46	6,452.96	6,617.55	6,786.33	6,959.43	7,136.93	7,318.97	7,505.64	7,697.08	7,893.41	8,094.73	8,301.20	8,512.93
Annual	163,604.00	167,776.88	172,056.20	176,444.67	180,945.06	185,560.25	190,293.15	195,146.77	200,124.18	205,228.55	210,463.11	215,831.18	221,336.17
110													
Hourly	79,823.9	82,678.5	84,787.3	86,949.8	89,167.6	91,441.9	93,774.2	96,166.0	98,618.8	101,134.2	103,713.7	106,359.1	109,071.8

City of Banning
Executive Salary Schedule
2.5506% Between Steps
Effective 7/1/2017

EXHIBIT "B"

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>
Biweekly	6,385.91	6,614.28	6,782.98	6,955.99	7,133.41	7,315.35	7,501.94	7,693.28	7,889.51	8,090.74	8,297.10	8,508.72	8,725.75
Annual	167,694.00	171,971.20	176,357.50	180,855.68	185,468.58	190,199.14	195,050.36	200,025.32	205,127.16	210,359.13	215,724.55	221,226.82	226,869.44
111 Hourly	82.6379	84.7457	86.9072	89.1238	91.3970	93.7282	96.1188	98.5704	101.0846	103.6628	106.3069	109.0183	111.7989
Biweekly	6,611.03	6,779.65	6,952.57	7,129.91	7,311.76	7,498.26	7,689.51	7,885.63	8,086.77	8,293.03	8,504.55	8,721.47	8,943.92
Annual	171,886.81	176,270.95	180,766.92	185,377.56	190,105.80	194,954.64	199,927.15	205,026.50	210,255.90	215,618.69	221,118.26	226,758.10	232,541.79
112 Hourly	84.7037	86.8642	89.0797	91.3518	93.6818	96.0713	98.5217	101.0346	103.6116	106.2543	108.9644	111.7436	114.5938
Biweekly	6,776.30	6,949.14	7,126.38	7,308.15	7,494.55	7,685.70	7,881.73	8,082.77	8,288.92	8,500.34	8,717.15	8,939.49	9,167.50
Annual	176,183.77	180,677.51	185,285.87	190,011.78	194,858.22	199,828.27	204,925.09	210,151.91	215,512.04	221,008.89	226,645.95	232,426.78	238,355.06
113 Hourly	86.8216	89.0361	91.3070	93.6359	96.0242	98.4734	100.9850	103.5607	106.2022	108.9110	111.6888	114.5376	117.4590
Biweekly	6,945.73	7,122.89	7,304.56	7,490.87	7,681.93	7,877.87	8,078.80	8,284.86	8,496.17	8,712.88	8,935.11	9,163.01	9,396.72
Annual	180,588.91	185,195.01	189,918.59	194,762.66	199,730.27	204,824.60	210,048.85	215,406.36	220,900.51	226,534.80	232,312.80	238,238.17	244,314.67
114 Hourly	88.9919	91.2618	93.5895	95.9766	98.4246	100.9350	103.5094	106.1495	108.8570	111.6335	114.4808	117.4008	120.3952
Biweekly	7,119.36	7,300.94	7,487.16	7,678.13	7,873.97	8,074.80	8,280.75	8,491.96	8,708.56	8,930.68	9,158.47	9,392.06	9,631.62
Annual	185,103.25	189,824.49	194,666.16	199,631.31	204,723.11	209,944.78	215,299.63	220,791.06	226,422.56	232,197.69	238,120.12	244,193.62	250,422.02
115 Hourly	91.2168	93.5434	95.9293	98.3760	100.8852	103.4584	106.0972	108.8033	111.5785	114.4244	117.3429	120.3358	123.4051
Biweekly	7,297.34	7,483.47	7,674.34	7,870.08	8,070.82	8,276.67	8,487.78	8,704.27	8,926.28	9,153.95	9,387.43	9,626.87	9,872.41
Annual	189,730.90	194,570.18	199,532.88	204,622.17	209,841.26	215,193.47	220,682.20	226,310.92	232,083.20	238,002.72	244,073.22	250,298.55	256,682.66
116 Hourly	93.4971	95.8818	98.3274	100.8353	103.4072	106.0447	108.7495	111.5233	114.3678	117.2849	120.2763	123.3441	126.4901
Biweekly	7,479.77	7,670.55	7,866.19	8,066.83	8,272.58	8,483.58	8,699.96	8,921.86	9,149.42	9,382.79	9,622.11	9,867.53	10,119.21
Annual	194,473.94	199,434.19	204,520.96	209,737.47	215,087.04	220,573.05	226,198.98	231,968.41	237,885.00	243,952.49	250,174.75	256,555.70	263,099.41

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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: November 14, 2017

SUBJECT: Adoption of Resolution 2017-80 Approving Position Updates to the FY 2017-2018 Amended Budget, Revised and New Job Descriptions, Reclassifications, and the Compensation and Classification Plan.

RECOMMENDATION:

Adoption of Resolution 2017-80 approving position updates to the Fiscal Year 2017-2018 amended budget, revised and new job descriptions, reclassifications, and the Compensation and Classification Plan.

JUSTIFICATION:

As demonstrated in the presentation to Council during the Fiscal Year 2017-2018 proposed budget amendment workshop, there has been a deficiency in staffing of the departments of Information Technology and Purchasing. Further, additional positions were needed in the departments of Police, Water/Wastewater, and Utility Billing.

Other changes include reclassifications due to department head recommendations and job description updates of new and revised requirements and outdated job descriptions. Additionally, previous city management changed the titles of the Deputy Finance Director and Deputy Human Resources Director positions, and this recommendation reverts those positions back to their previous titles which are commensurate with the level of responsibility, duties, and salary of those positions.

BACKGROUND:

It is necessary to amend the City's Classification and Compensation Plan from time to time to maintain a current plan which reflects the budget amendments, organizational structure, and department needs. The adoption of Resolution No. 2017-80 would replace Resolution No. 2016-76.

OPTIONS:

1. Approve Resolution 2017-80 authorizing the new and revised job descriptions, reclassifications and Classification and Compensation Plan.
2. Do not approve the resolution and provide direction to staff.

FISCAL IMPACT:

The fiscal impact was demonstrated in the FY 2017-2018 Budget Adjustments.

ATTACHMENTS:

1. Resolution 2017-80

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING

WHEREAS, it is necessary to amend the City's Classification Plan from time to time to maintain a current plan which reflects the nature of work, organizational structure, or otherwise;

WHEREAS, the classification and compensation plan has been updated to reflect changes in the amended fiscal year 2017-2018 budget;

WHEREAS, changes to job descriptions, job titles and/or pay ranges require Council approval.

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

SECTION 1: That the City Council approve the following position control as approved in the amended Fiscal Year 2017-2018 budget and by respective Department Heads:

Reclass:	Code Compliance Officer	(1)
	Senior Code Compliance Officer	1
	Engineering Services Assistant	(1)
	Assistant Electric Service Planner	1
	Information Services Coordinator/Media	(1)
	Information Technology Analyst	1
	Police Information Services Technician	(1)
	Information Technology Analyst II	1
	Executive Assistant/Deputy City Clerk	(1)
	Deputy City Clerk	1
Add:	Multimedia Specialist	1
	Information Technology Analyst	1
	Buyer	1
	Field Service Representative	1
	Management Analyst – Water/Wastewater	1
	Public Safety Dispatcher	1

SECTION 2: That the City Council approve the new or revised job descriptions, classification and compensation for the following positions as **Exhibit “A”**:

Assistant Electric Service Planner (Job Code 5053, Grade 57)
Program Coordinator (Job Code 3328, Grade 49)
Multimedia Specialist (Job Code 1415, Grade 60)
Information Technology Analyst (Job Code 1410, Grade 62)
Information Technology Analyst II (Job Code 1420, Grade 70)
Deputy City Clerk (Job Code 1606, Grade 62)
Buyer (Job Code 1165, Grade 54)
Accounting Specialist (Job Code 1136, Grade 53)
Accountant (Job Code 1125, Grade 56)
Deputy Finance Director (Job Code 1115, Grade 87)
Deputy Human Resources Director (Job Code 1215, Grade 83)

SECTION 3: That the City Council approve the classification and compensation plan – Schedule “A” as **Exhibit “B”**.

PASSED, APPROVED, AND ADOPTED this 14th day of November, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-80 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

EXHIBIT “A”



CITY OF BANNING, CALIFORNIA

Assistant Electric Service Planner

Job Code: 5053

Grade: 57

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: Under general supervision, performs a variety of duties associated with providing customer service relating to the delivery of engineering, utility, and electric service planning assistance.

ESSENTIAL FUNCTIONS: The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

REPRESENTATIVE DUTIES: Assists the Electric Service Planner and/or Senior Electric Service Planner in the planning of overhead and underground maintenance and/or expansion of the City's electrical distribution system. Assists the Electric Service Planner and/or Senior Electric Service Planner with inspections of electrical construction, designing efficient and cost effective electrical utility systems. Similar to an apprentice or planner-in-training.

Receives and processes a variety of documents, including work orders, photovoltaic installation applications and plans, easement documents, and development applications. Conducts photovoltaic plan checks and inspections to ensure compliance with appropriate standards and regulations. Conducts residential main service panel review, including identifying appropriate location and inspections to ensure compliance with appropriate standards and regulations. Tracks and monitors status of work orders and plans and coordinates the flow of plans and applications with engineers and outside consultants and developers. Issues approved utility service contracts for a variety of activities. Updates and maintains official maps, drawings and master plans. Ensure compliance with General Order 95 and 128.

Researches and references material for the public and staff use. Provides responsible staff assistance to Electric Operations and Utility Planning staff on special projects as assigned. Prepares graphic displays for meetings and presentations. Attend meetings with other City departments to coordinate development activities.

Performs other duties as assigned or required.

KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of Electrical Theory
- Knowledge of file and records management principles.
- Knowledge of customer service techniques and concepts.
- Knowledge of basic mathematical computations.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS: A high school diploma or GED **AND** three (3) years of electrical, utility or plans review experience.

ADDITIONAL REQUIREMENTS: None.

CAREER ADVANCEMENT OPPORTUNITIES:

From: Assistant Electric Service Planner

To: Electric Service Planner



CITY OF BANNING, CALIFORNIA

Utility Engineering Services Assistant

Job Code: 5053

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: Under general supervision, performs a variety of duties associated with providing customer service relating to the delivery of engineering, utility, and electric service planning assistance.

ESSENTIAL FUNCTIONS: The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

REPRESENTATIVE DUTIES: Assists the public and Electric Operations personnel regarding engineering and utility related issues. Receives and processes a variety of documents, including work orders, engineering plans, easement documents, and development applications. Conducts preliminary plans review to ensure compliance with appropriate standards and regulations. Tracks and monitors status of work orders and plans and coordinates the flow of plans and applications with engineers and outside consultants and developers. Issues approved utility service contracts for a variety of activities. Assist the Electric Service Planner with inspections of electrical construction. Updates and maintains official maps, drawings and master plans.

Researches and references material for the public and staff use. Provides responsible staff assistance to Electric Operations and utility planning staff on special projects as assigned. Prepares graphic displays for meetings and presentations. Attend meetings with other City departments to coordinate development activities.

Performs other duties as assigned or required.

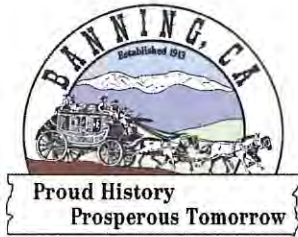
KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of file and records management principles.
- Knowledge of customer service techniques and concepts.
- Knowledge of basic mathematical computations.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS: A high school diploma or GED **AND** two (2) years of customer service, utility or plans review experience.

ADDITIONAL REQUIREMENTS: None.

NEW JOB DESCRIPTION



CITY OF BANNING, CALIFORNIA

Multimedia Specialist

Job Code: 1415

Grade: 60

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: Under general direction, performs a variety of responsible, professional and technical support duties related to the operation and maintenance of City-wide multimedia systems, including production of video programming, educational exhibits and broadcasting of City meetings. Creates audio and visual materials for use in staff training, social media platforms and the City's website; provides highly responsible support to the Public Information Officer.

Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. This position shall respond to requests for assistance from system users and resolve operations problems; troubleshoot, analyze and resolve complex systems and application problems; and perform various diagnostic testing and maintenance on system hardware.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Provides a variety of technical information technology support and related services to City of Banning employees and related information technology systems/network.

- Operates a variety of video, audio and lighting equipment for broadcasting and online distribution of regularly scheduled meetings of the City Council, Planning Commission and other commissions as well as community meetings, special events, and specially scheduled meetings on a year-round basis.
- Works with the Public Information Officer and other City departments to coordinate, produce and manage video and multimedia productions for web, broadcast and social media use with both internal and external audiences from program conception to final product.
- Provides customer service to City staff and officials by answering questions, addressing problems, providing technical guidance for their presentations and training staff in use and benefits of media systems; coordinates agency requests for video media services.
- Performs technical and professional work in the preparation of video production; prepares script material, project briefs, storyboards and production plans; supervises filming on location; performs still photography, film and tape editing, sound recording and mixing.
- Trains City staff to update elements of the website as well as conduct basic and complex website updates as needed.
- Performs basic installation, maintenance and engineering of video equipment, including cameras, an integrated production/broadcast system, analog and non-linear editing systems, lighting and sound systems.
- Participates in emergency planning, preparation, and response for live content feeds.
- Edits and publishes videos.
- Makes recommendations and coordinates the purchase and installation of new video, audio or other multimedia equipment; maintains purchasing records.
- Checks condition and maintenance of equipment; identifies and troubleshoots AV equipment problems and malfunctions; repairs or secures vendor assistance and maintains appropriate records.
- Maintains inventory of media resource and equipment library; schedules use of films, tapes and equipment; instructs other users on operation of equipment.

CITY OF BANNING, CALIFORNIA

Multimedia Specialist

Job Code: 1415

- Operates and maintains computers used to control multi-media devices and a variety of video playback systems.
- Maintains the City of Banning YouTube channel.
- Researches new technological advances; recommends changes and new strategies to improve and increase effectiveness and reach.
- Cross-trains with Public Information Officer on time sensitive and critical tasks on a regular basis.
- Performs related duties as assigned.

KNOWLEDGE and SKILLS:

- Significant technical and aesthetic aspects of multimedia production, from concept development to post-production, including video shooting, motion graphics, video editing, lighting, audio recording, audio dubbing and compression, under deadlines.
- Presentation of multimedia material on the Web and social media environment with detailed knowledge of video production and functional knowledge of web posting, social media dynamics, new media analytics, basic design and marketing. Video production and post-production processing; file conversion for web, DVD, Mac and Windows platforms.
- Operation of DSLR cameras for photos and video recording.
- Audio/Visual equipment, operation, and troubleshooting.
- Word processing and basic desktop applications. Working knowledge of Adobe Creative Suite and Windows operating systems.
- Broadcasting equipment including Leightonix.
- Understanding of functions and limitations of YouTube, Viebit, Vimeo, Slideshare, Instagram and other third party media delivery tools.
- Time management skills to handle multiple projects under tight deadlines.
- Strong writing and editing skills that include close attention to proper spelling, grammar, and use of language and a commitment to detail that ensures the accuracy of all products released.
- Strong interpersonal communication and creative skills to work effectively with a variety of people and the skills to resolve problems as they arise.
- Customer service principles and Public Relations techniques.

ABILITY TO:

- Work occasional evening, weekend and holiday events as required.
- Attend all City Council, Parks and Recreation, and Planning Commission meetings (approximately 4 evening meetings per month).
- Attend Banning Unified School District Board meeting (approximately 1 per month)
- Be available for emergency situations for live content feeds.
- Perform technical support duties in the operation and maintenance of City-wide multi-media systems. Operate multimedia recording, lighting, editing and production equipment.
- Edit photographic images, video and multimedia products for optimal downloading and display in web browsers and broadcast media.
- Understand operations, obey safety rules, and analyze problem systems and equipment.
- Manage live event direction, and equipment operation, including video switchers and audio boards.
- See the full color spectrum of light and visually color-correct images with a high degree of accuracy.
- Accurately record and edit sound and effectively integrate sound into multimedia products.
- Remain flexible in an environment with changing priorities, deadlines and schedules.
- Work effectively within City web, graphic design, and branding standards.
- Carry camera equipment, including lights and/or tripod to various locations for indoor and outdoor video shoots.

- Train others in video, photography and related editing technologies.
- Communicate effectively, both verbally and in writing.
- Compile, arrange, and present information in a clear and concise manner; Prepare clear directions for use of systems.
- Work independently or cooperatively and productively as a team leader or member; follow prescribed routine and quality control standards and procedures.
- Possess or gain, an understanding of ADA rules and regulations as it relates to various forms of media, video, and website functions to ensure the City produces ADA accessible forms of communication with residents.
- Work with news writers, graphic designers, Web developers and marketing teams.
- Build and maintain positive working relationships with other City employees, outside contractors as well as the community and provide excellent customer service.
- Possession or ability to obtain drone flight certification, and ability to operate drone recording equipment.

MINIMUM QUALIFICATIONS: Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

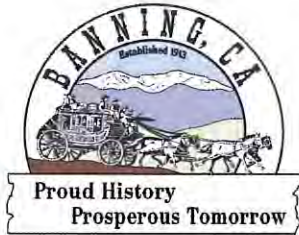
Equivalent to completion of a high school education supplemented by college level coursework in media communications or a related field.

Experience:

Three (3) years of increasingly responsible experience in operation, maintenance and basic engineering of high tech video/audio television production, editing and broadcast/cablecast equipment including operation of an automated television playback system.

PHYSICAL REQUIREMENTS: Work is primarily performed in an office environment requiring prolonged sitting or standing; walking, kneeling, crouching, squatting, stooping, and bending; inputting data into a computer terminal; exposure to computer glare, vibrations, and pitch; lifting, carrying, and regularly lift and/or move up to twenty-five (25) pounds, frequently lift and/or move up to fifty (50) pounds in weight; use hands to finger, handle or feel; reach with hands and arms and have mobility, vision, hearing, and dexterity levels appropriate to the duties to be performed.

ADDITIONAL REQUIREMENTS: May be required to work outside of normal business hours and subject to call out or call-back.



CITY OF BANNING, CALIFORNIA

Information Technology Analyst

Job Code: 1410

Grade: 62

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: Under general supervision, performs a variety of technical duties involved in installing, testing, and maintenance of the City's computerized information systems including for all computer workstations and peripherals, network equipment, telephone systems, and software used by City departments. This is a confidential unrepresented position within the Information Technology Division.

Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. This position shall respond to requests for assistance from system users and resolve operations problems; troubleshoot, analyze and resolve complex systems and application problems; and perform various diagnostic testing and maintenance on system hardware.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Provides a variety of technical information technology support and related services to City of Banning employees and related information technology systems/network.

- Provide day-to-day operational support for the City's computer systems including the City's network, hardware and software, telephone systems, and related equipment.
- Install, configure, upgrade, troubleshoot, and repair computers, computer components, software, and peripheral devices; maintain, install, and upgrade file servers and other network hardware.
- Provide information system user support; respond to questions and inquiries on various hardware and software issues.
- Install and/or plan and coordinate the installation, testing and support of computer hardware and software applications; coordinate the repair and replacement of computer components and related equipment.
- Perform and implement systems maintenance, making program modifications as necessary to meet user requirements; review and modify programs to correct errors and improve efficiency and cost effectiveness.
- Perform network administration functions such as maintaining user accounts and passwords, installing, upgrading, and maintaining software on servers, upgrading server hardware, and troubleshooting and resolving network connectivity issues.
- Administer and maintain the City's internal and internet e-mail systems; install, configure and set up user accounts and client upgrades; troubleshoot and resolve mail hardware and software problems.
- Administer and maintain firewall applications for the internet; troubleshoot and resolve problems; install system upgrades as necessary.
- Provide support in the operation of the City's telephone and voice mail systems; provide support to City supplied cell phones as necessary.
- Perform system backups and maintain backup library for the City's network.
- Remain informed of changes in user and system software and hardware requirements.
- Assist in the preparation of bid specifications, and analysis of bid proposals for computer and network equipment and software.
- Assist in developing training or conduct training in computer systems and software as needed.
- Obtain quotations and arrange for the purchase of new technology; prepare invoice payments as necessary.
- May coordinate data transfers with other agencies.

- Maintain current knowledge of information technology trends and innovations; attend and participate in job-related seminars and professional group meetings; read applicable industry publications.
- Perform related duties as required.

KNOWLEDGE and SKILLS:

- Operational characteristics of information services systems, hardware and software.
- Principles and practices of computer science and information systems.
- Computer operating systems and local area network applications.
- Methods and techniques of training and instruction.
- Principles and practices of systems analysis.
- Principles, practices, methods, and techniques used in the installation, troubleshooting and maintenance of systems, networks, and applications.
- Characteristics and limitations of computer systems and related equipment.
- Wireless networking technology including access and security.
- Methods and techniques of installing and maintaining network devices including switches, routers and hubs.
- Network email systems.
- Various commercially packaged software including word processing, spreadsheet, database, and graphics applications.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

ABILITY TO:

- Analyze, design, program and maintain information systems and peripherals.
- Install computer equipment, related peripherals, and software.
- Troubleshoot hardware and software problems.
- Analyze data and develop logical solutions to complex computer application problems.
- Make recommendations in information system selection and software application packages.
- Instruct and train staff in information system operations.
- Operate office equipment, including computers and supporting word processing, spreadsheet, and database applications.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Understand and follow oral and written instructions.
- Work independently in the absence of supervision.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

MINIMUM QUALIFICATIONS: Any combination of education and experience that that has provided the knowledge, skills and abilities necessary for the position. A typical way to obtain the knowledge and abilities would be the equivalent of two (2) years of college with major course work in computer science, information systems, or a related field **AND** two (2) years of increasingly responsible experience maintaining computer equipment, including networked systems.

PHYSICAL REQUIREMENTS: Work is primarily performed in an office environment requiring prolonged sitting or standing; walking, kneeling, crouching, squatting, stooping, and bending; inputting data into a computer terminal; exposure to computer glare, vibrations, and pitch; lifting, carrying, and regularly lift and/or move up to twenty-five (25) pounds, frequently lift and/or move up to fifty (50) pounds in weight; use hands to finger, handle or feel; reach with hands and arms and have mobility, vision, hearing, and dexterity levels appropriate to the duties to be performed.

ADDITIONAL REQUIREMENTS: May be required to work outside of normal business hours and subject to call out or call-back.

CITY OF BANNING, CALIFORNIA**Information System Coordinator****Job Code: 1410**
FLSA ☐ **Exempt** ☒ **Non-Exempt**

JOB DEFINITION: Under general supervision, manages, oversees and performs a variety of tasks associated with local and wide area network operations, hardware/software maintenance and installation and related services in support of the City of Banning's information technology system.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Provides a variety of technical information technology support and related services to City of Banning employees and related information technology systems/network. Researches, identifies and recommends solutions to specific and/or overall City-wide applications and/or problems. As required, works with City employees in groups and/or individually. Teaches, instructs and/or trains staff on new programs or better usage of existing programs.

Plans, manages, installs, maintains and monitors a variety of network systems. Performs configuration of Internet servers and files. Adds and/or upgrades and configures modems, disk drives, printers and related devices. Updates, maintains, plans and implements network security measures. Constructs firewalls. Applies to network applications. Troubleshoots network systems and applications to identify and corrects malfunctions and other operational difficulties.

Monitors network regarding functions, enhancements and improvements. Evaluates problems, solutions and improvement of technology scenarios. Prepares, provides and recommends solutions to network needs. Assists procuring products. Works with vendors regarding City information technology needs and services. Provides information and assistance within the scope of designated authority. Drafts, composes, reviews, edits and/or revises a variety of written documents, summaries and reports.

Performs other duties as assigned or required.

KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, ordinances, codes, regulations, administrative orders, case law and other governing rules and regulations.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of bookkeeping and/or accounting.
- Knowledge of the principles of file and records management.
- Knowledge of trends and practices in information technology and networking.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, ordinances, codes, regulations, administrative orders, case law and other governing rules and regulations.
- Skill in assessing and prioritizing multiple tasks, projects and demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software and operating systems/applications.

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CITY OF BANNING, CALIFORNIA

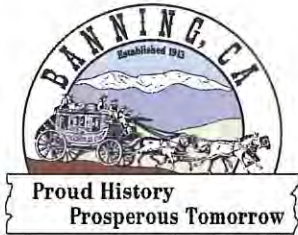
Information System Coordinator

Job Code: 1410

MINIMUM QUALIFICATIONS: An Bachelor's degree in Computer Science, Programming, System Analysis, Network Development or closely related field **AND** three years of networking, programming, system analysis, configuration, installation and/or repair or closely related experience.

ADDITIONAL REQUIREMENTS: May be required to lift and/or carry heavy, bulky supplies, materials, equipment and/or items weighing up to 50 pounds. May be subject to call out and/or call-back.

NEW JOB DESCRIPTION



CITY OF BANNING, CALIFORNIA

Information Technology Analyst II

Job Code: 1420

Grade: 70

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: Under general supervision, performs a variety of technical duties involved in installing, testing, and maintenance of the City's computerized information systems including for all computer workstations and peripherals, network equipment, telephone systems, and software used by City departments. This is a confidential unrepresented position within the Information Technology Division.

This series is distinguished from the Information Technology Analyst I classification in that the II position is a lead position with a higher level of responsibility to provide complex analysis, lead medium to large projects, demonstrate intermediate to expert level knowledge of multiple business areas within the agency, and to train all new employees on the particulars of City operations. Additionally, this position is required to be on the City's Emergency Operations team.

Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. This position shall implement and support software installations and updates; analyze and resolve complex systems and application problems; and serve as a city-wide resource for data analysis, systems development and departmental needs, including recommendations to management.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Provides a variety of technical information technology support and related services to City of Banning employees and related information technology systems/network.

- Provide day-to-day operational support for the City's computer systems including the City's network, hardware and software, telephone systems, and related equipment.
- Install, configure, upgrade, troubleshoot, and repair computers, computer components, software, and peripheral devices; maintain, install, and upgrade file servers and other network hardware.
- Provide information system user support; respond to inquiries on various hardware and software issues.
- Install and/or plan and coordinate the installation, testing and support of computer hardware and software applications; coordinate the repair and replacement of computer components and related equipment.
- Perform and implement systems maintenance, making program modifications as necessary to meet user requirements; review and modify programs to correct errors and improve efficiency and cost effectiveness.
- Perform network administration functions such as maintaining user accounts and passwords, installing, upgrading, and maintaining software on servers, upgrading server hardware, and troubleshooting.
- Administer and maintain the City's internal and internet e-mail systems; install, configure and set up user accounts and client upgrades; troubleshoot and resolve mail hardware and software problems.
- Administer and maintain firewall applications for the internet; install system upgrades as necessary.
- Provide support in the operation of the City's telephone and voice mail systems; provide support to City supplied cell phones as necessary.
- Perform system backups and maintain backup library for the City's network.
- Assist in the preparation of bid specifications, and analysis of bid proposals for computer and network equipment and software; obtain quotations; arrange for purchase of new technology; prepare invoice payments.
- Assist in developing training or conduct training in computer systems and software as needed.
- Maintain a variety of records and prepare special reports.
- Maintain current knowledge of information technology trends and innovations; attend and participate in job-

CITY OF BANNING, CALIFORNIA

Information Technology Analyst II

Job Code: 1420

KNOWLEDGE and SKILLS:

- Operational characteristics of information services systems, hardware and software.
- Principles and practices of computer science and information systems.
- Computer operating systems and local area network applications.
- Methods and techniques of training and instruction.
- Principles and practices of systems analysis.
- Principles, practices, methods, and techniques used in the installation, troubleshooting and maintenance of systems, networks, and applications.
- Characteristics and limitations of computer systems and related equipment.
- Wireless networking technology including access and security.
- Methods and techniques of installing and maintaining network devices including switches, routers and hubs.
- Network email systems.
- Various commercially packaged software including word processing, spreadsheet, database, and graphics applications.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

ABILITY TO:

- Analyze, design, program and maintain information systems and peripherals.
- Install computer equipment, related peripherals, and software.
- Troubleshoot hardware and software problems.
- Analyze data and develop logical solutions to complex computer application problems.
- Make recommendations in information system selection and software application packages.
- Instruct and train staff in information system operations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Understand and follow oral and written instructions.
- Work independently in the absence of supervision.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

MINIMUM QUALIFICATIONS: Any combination of education and experience that that has provided the knowledge, skills and abilities necessary for the position. A typical way to obtain the knowledge and abilities would be the equivalent of a Bachelor's degree with major course work in computer science, information systems, or a related field **and** five (5) years of increasingly responsible experience maintaining computer equipment, including networked systems, which includes two (2) years of experience with the City of Banning. A Bachelor's degree must be obtained within two (2) years of the appointment date.

PHYSICAL REQUIREMENTS: Work is primarily performed in an office environment requiring prolonged sitting or standing; walking, kneeling, crouching, squatting, stooping, and bending; inputting data into a computer terminal; exposure to computer glare, vibrations, and pitch; lifting, carrying, and regularly lift and/or move up to twenty-five (25) pounds, frequently lift and/or move up to fifty (50) pounds in weight; use hands to finger, handle or feel; reach with hands and arms and have mobility, vision, hearing, and dexterity levels appropriate to the duties to be performed.

ADDITIONAL REQUIREMENTS: May be required to work outside of normal business hours and subject to call out or call-back.



CITY OF BANNING, CALIFORNIA

Deputy City Clerk

Job Code: 1606

Grade: 62

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: To perform a variety of highly responsible and complex secretarial and administrative support duties to the City Manager, City Clerk and elected official or designee handling administrative details and coordination of day-to-day office operations; may supervise clerical staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS: The Deputy City Clerk position is distinguished from other administrative support classes by the higher degree of independent judgment required; a thorough knowledge of divisional, department and City-wide procedures and policies; and the ability to choose among a number of alternatives in performing a variety of complex assignments without instruction and in scheduling and completing work. Incumbents routinely handle highly confidential and sensitive information; may serve as staff support on internal and external committees, may have budget preparation and administration responsibility; and may represent the City and/or City executive/elected officials as required.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Depending on the area of the assignment, duties may include, but are not limited to, the following:

- Perform a wide variety of responsible, complex and confidential duties for designated individuals at the department executive level. Work closely with the City Manager, City Attorney, and department executive personnel in coordinating items for City Council consideration.
- Attend meetings of the City council and take minutes; prepare the permanent record of City Council proceedings requiring the use of judgment and through understanding of Council functions and operating procedures.
- Prepare agendas, gather information, and contact meeting participants. Research public records, and provide information to the public and staff members concerning City Council actions, laws, ordinances, codes, procedures and projects; independently compose responses to requests for information.
- Performs follow-up activities resulting from Council meetings, including transcribing and distributing minutes, ensuring that resolutions and ordinances are in proper format.
- Interpret and apply divisional policies and procedures in response to inquiries and make appropriate referrals. Review, log, prioritize, and route correspondence. Take and transcribe dictation from rough draft, notes, or recordings. Respond independently to letters and general correspondence of a routine nature.
- Interpret and administer the Fair Political Practices Commission (FPPC) guidelines and the filing of economic interest statements; acts as registrar of voters and conducts municipal elections.
- Gather, organize and prepare information for routine reports. Manage budgeting of the City Clerk's office. Recommend organizational or procedural changes affecting administrative support activities. Compile and maintain complex and extensive records for a department.
- Maintain a variety of files and records of information. Maintain manuals and update resource materials. May serve as secretary and/or administrative staff to a board or commission, preparing the agenda and taking minutes of meetings. Maintain appointment schedules and daily calendars. Assist in the assigning, supervision and participation in the work of the administrative support section of an assigned department or division. Review work upon completion for conformance to divisional requirements.

CITY OF BANNING, CALIFORNIA

Deputy City Clerk

Job Code: 1606

REPRESENTATIVE DUTIES: (continued)

- Participate in the preparation and administration of Department budget.
- Perform specialized projects, including collecting, compiling and summarizing information obtained.
- Serve on various internal and external committees; represent the City and/or City executive/elected official as required.

Assist in developing, analyzing and evaluating policy and procedures.

Coordinate activities, events and correspondence involving all City departments/department heads.

May select, train, supervise and evaluate subordinates.

KNOWLEDGE AND ABILITIES:

- Knowledge of English usage, spelling, grammar and punctuation.
- Knowledge of modern office methods and standard office equipment usage.
- Knowledge of computer software, including word processing applications, at an advanced level.
- Knowledge of reception and telephone techniques.
- Knowledge of principles and practices of classifying, indexing, processing, retrieving and controlling a large volume of records.
- Knowledge of principles of supervision and training.
- Knowledge of modern office administration practices and procedures.
- Knowledge of principles and practices of effective business communication.
- Knowledge of rules and procedures governing the notice and conduct of public meetings.
- Knowledge of record keeping, account maintenance and purchasing practices and procedures.
- Knowledge of City boards and committees.
- Knowledge of organization, procedures, ordinances and rules applicable to department to which assigned.
- Knowledge of procedures and operating details of municipal government; City-wide policies and procedures.
- Knowledge of research techniques, sources and availability of information.
- Knowledge of report writing and presentation.
- Knowledge of communications/media services and resources.
- Knowledge of employment selection practices and principles.
- Ability to plan, organize and carry out secretarial work to meet deadlines.
- Ability to receive highly sensitive information and maintain confidentiality.
- Ability to understand and carry out oral and written directions.
- Ability to operate office equipment, a personal computer and utilize various software and/or new technology.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to maintain division head's working calendar and schedule appointments and meetings.
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work.
- Ability to assist in compiling and maintaining complex records and preparing technical reports for a division.
- Ability to work independently in the absence of a supervisor.
- May exercise the ability to plan, organize and supervise the work of other clerical staff.
- Ability to perform relatively complex arithmetic and statistical calculations and computations rapidly and accurately.

CITY OF BANNING, CALIFORNIA

Deputy City Clerk

Job Code: 1606

KNOWLEDGE AND ABILITIES: (continued)

- Ability to interpret and apply administrative and divisional rules, policies and procedures.
- Ability to analyze situations carefully and adopt effective courses of action.
- Ability to assist in developing, analyzing and evaluating policies and procedures.
- Ability to compose correspondence and business letters from brief instructions.
- Ability to interpret and apply administrative and departmental rules, policies and procedures.
- Ability to compose correspondence independently.
- Ability to compile and maintain complex and extensive records and files for a department.
- Ability to represent the department using good judgment, poise, tact and diplomacy.
- May exercise the ability to supervise, train, and evaluate subordinates.
- Ability to establish and maintain professional effective working relationships with diverse groups and individuals.

MINIMUM QUALIFICATIONS: A high school diploma or GED supplemented by specialized administrative support/business related courses and five (5) years of experience performing increasingly complex and highly responsible office and administrative support work, of which at least (2) two years involved administrative support work for one or more managers. An Associate's Degree is preferred. Municipal/public sector government experience is highly desirable. Ability to obtain certification as a Certified Municipal Clerk (CMC) within two years of employment.

ADDITIONAL REQUIREMENTS: Demonstrated proficiency at an advanced level in Word and/or Excel. Possession of a valid California driver's license.

WORKING CONDITIONS:

- Ability to work in a standard office environment. Regularly required to talk or hear. Required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms.
- The employee is occasionally required to climb or balance and stoop, kneel, crouch, crawl, or twist; lift, drag and push files, reports or other materials.
- The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



CITY OF BANNING, CALIFORNIA

Executive Assistant/Deputy City Clerk

Job Code: 1606

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: To perform a variety of highly responsible and complex secretarial and administrative support duties to the City Manager, City Clerk and elected official or designee handling administrative details and coordination of day-to-day office operations; may supervise clerical staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS: The Executive Assistant position is distinguished from other administrative support classes by the higher degree of independent judgment required; a thorough knowledge of divisional, department and City-wide procedures and policies; and the ability to choose among a number of alternatives in performing a variety of complex assignments without instruction and in scheduling and completing work. Incumbents routinely handle highly confidential and sensitive information; may serve as staff support on internal and external committees, may have budget preparation and administration responsibility; and may represent the City and/or City executive/elected officials as required.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Depending on the area of the assignment, duties may include, but are not limited to, the following:

Perform a wide variety of responsible, complex and confidential duties for designated individuals at the Division Head level. Interpret and apply divisional policies and procedures in response to inquiries and make appropriate referrals. Review, log, prioritize and route correspondence. Take and transcribe dictation from rough draft, shorthand notes or recordings. Respond independently to letters and general correspondence of a routine nature. Maintain appointment schedules, daily calendars and make travel arrangements. Assist in agenda preparation, gather information and contact meeting participants. Research public records, and provide information to the public and staff members concerning City Council actions, laws, ordinances, codes, procedures and projects; independently compose responses to requests for information. Performs follow-up activities resulting from Council meetings, including transcribing and distributing minutes, ensuring that resolutions and ordinances are in proper format. Assist the City Clerk in the administration and conduct of municipal elections. Gather, organize and prepare information for routine reports. Recommend organizational or procedural changes affecting administrative support activities. Compile and maintain complex and extensive records for a department. Maintain a variety of files and records of information. Maintain manuals and update resource materials. May serve as secretary and/or administrative staff to a board or commission, preparing the agenda and taking minutes of meetings. Assist in the assigning, supervision and participation in the work of the administrative support section of an assigned department or division. Review work upon completion for conformance to divisional requirements.

CITY OF BANNING, CALIFORNIA

Executive Assistant/Deputy City Clerk

Job Code: 1606

REPRESENTATIVE DUTIES: (continued)

Participate in the preparation and administration of Department budget.

Perform specialized projects, including collecting, compiling and summarizing information obtained.

Serve on various internal and external committees; represent the City and/or City executive/elected official as required.

Assist in developing, analyzing and evaluating policy and procedures.

Coordinate activities, events and correspondence involving all City departments/department heads.

May select, train, supervise and evaluate subordinates.

KNOWLEDGE AND ABILITIES:

- Knowledge of English usage, spelling, grammar and punctuation.
- Knowledge of modern office methods and standard office equipment usage.
- Knowledge of computer software, including word processing applications, at an advanced level.
- Knowledge of reception and telephone techniques.
- Knowledge of principles and practices of classifying, indexing, processing, retrieving and controlling a large volume of records.
- Knowledge of principles of supervision and training.
- Knowledge of modern office administration practices and procedures.
- Knowledge of principles and practices of effective business communication.
- Knowledge of rules and procedures governing the notice and conduct of public meetings.
- Knowledge of record keeping, account maintenance and purchasing practices and procedures.
- Knowledge of City boards and committees.
- Knowledge of organization, procedures, ordinances and rules applicable to department to which assigned.
- Knowledge of procedures and operating details of municipal government; City-wide policies and procedures.
- Knowledge of research techniques, sources and availability of information.
- Knowledge of report writing and presentation.
- Knowledge of communications/media services and resources.
- Knowledge of employment selection practices and principles.
- Ability to plan, organize and carry out secretarial work to meet deadlines.
- Ability to receive highly sensitive information and maintain confidentiality.
- Ability to understand and carry out oral and written directions.

CITY OF BANNING, CALIFORNIA

Executive Assistant/Deputy City Clerk

Job Code: 1606

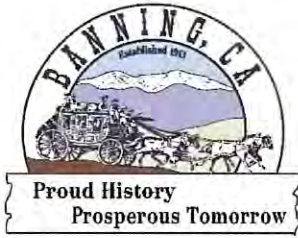
KNOWLEDGE AND ABILITIES: (continued)

- Ability to operate office equipment, a personal computer and utilize various software and/or new technology.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to maintain division head's working calendar and schedule appointments and meetings.
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work.
- Ability to assist in compiling and maintaining complex records and preparing technical reports for a division.
- Ability to work independently in the absence of a supervisor.
- May exercise the ability to plan, organize and supervise the work of other clerical staff.
- Ability to perform relatively complex arithmetic and statistical calculations and computations rapidly and accurately.
- Ability to interpret and apply administrative and divisional rules, policies and procedures.
- Ability to analyze situations carefully and adopt effective courses of action.
- Ability to assist in developing, analyzing and evaluating policies and procedures.
- Ability to compose correspondence and business letters from brief instructions.
- Ability to interpret and apply administrative and departmental rules, policies and procedures.
- Ability to compose correspondence independently.
- Ability to compile and maintain complex and extensive records and files for a department.
- Ability to represent the department using good judgment, poise, tact and diplomacy.
- May exercise the ability to supervise, train, and evaluate subordinates.
- Ability to establish and maintain professional effective working relationships with diverse groups and individuals.

MINIMUM QUALIFICATIONS: A high school diploma or GED supplemented by specialized administrative support/business related courses and five (5) years of experience performing increasingly complex and highly responsible office and administrative support work, of which at least (2) two years involved administrative support work for one or more managers. An Associate's Degree is preferred. Municipal/public sector government experience is highly desirable. Ability to obtain certification as a Certified Municipal Clerk (CMC) after two years.

ADDITIONAL REQUIREMENTS: Demonstrated proficiency at an advanced level in Word and/or Excel. Possession of a valid California driver's license.

NEW JOB DESCRIPTION



CITY OF BANNING, CALIFORNIA

Buyer

Job Code: 1165

Grade: 54

FLSA [] Exempt [X] Non-Exempt

JOB DEFINITION: Under the general supervision of the Purchasing Manager, provides a technical level of assistance in the purchasing function to expedite the flow of procurement in the City's purchasing operations. Work requires the use of independent judgment and initiative within the defined City purchasing policy and municipal code, and is reviewed through conferences, reports, and analysis of services provided to City departments.

ESSENTIAL FUNCTIONS: The Buyer position is responsible for providing technical assistance in the City's purchasing operation relative to the processing of requisitions, maintenance of records, proposals, purchase orders, contracts, solicitation of bids and pricing, and other related activities.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by this classification. Duties shown are intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES:

- Plan and coordinate purchasing of supplies, materials, equipment and services.
- Processes requisitions and prepares purchase orders.
- Reviews departmental purchasing requisitions for availability of funding, order accuracy and procurement compliance.
- Draft specifications, contracts, bonding requirements and other documents as appropriate.
- Solicits quotations, bids and proposals from vendors.
- Compares costs and evaluates quality of vendor's offerings.
- Analyze bids and prepare bid analysis.
- Confers with departments to clarify plan and coordinate purchasing needs.
- Compose and prepare analysis reports and make recommendations regarding purchasing contracts to the Purchasing Manager.
- Monitor annual vendor commodity contracts, to include adherence of terms and pricing, scope of work and expiration compared to renewal options.
- Research and develop sources for supplies and services.
- Research and gather data, compile statistical and other reports, make recommendations and prepare reports/spreadsheets for management.
- Train City staff on procurement software.
- Participate in the development of purchasing policies and procedures.
- Participate in budget preparation and monitor expenditures.
- Contacts vendors to resolve problems.
- Attends and coordinates procurement meetings as needed.
- Sets up, maintains, purges, and updates files and records.
- Prepares correspondence from draft or oral instructions.
- Assist with disposal of surplus equipment and supplies.
- Performs a variety of clerical functions.
- Performs related duties and responsibilities as necessary.

KNOWLEDGE/ABILITIES/SKILLS:

Knowledge of:

- Purchasing methods, procedures, and automated purchase requisitions systems.
- A variety of office, technical, and maintenance supplies and materials, of the best sources, and of appropriate prices for the procurement of such goods.
- Methods for conducting market research and analyzing supplies and materials.
- Federal, State and local laws including the City's purchasing policies.
- Government Code, Public Contract Code and prevailing wage laws and State Tax Code.
- General office practices and procedures.
- Modern office equipment and technology, to include the use of personal computers and software programs such as Microsoft Office.
- Basic billing, record keeping and inventory principles.
- Modern office equipment including a computer and applicable software.
- Basic elements of English usage, spelling, punctuation, and grammar.

Ability to:

- Communicate professionally, clearly and concisely, orally and in writing.
- Learn, understand and apply purchasing practices, rules, and City ordinances.
- Prepare purchase orders and a variety of other documents.
- Research and compile information regarding pricing and materials availability. Rapidly recognize inaccuracies and discrepancies between documents. Understand and follow oral and written directions.
- Work effectively and efficiently in a fast paced environment.
- Perform basic mathematical computations with speed and accuracy.

Skill to:

- Operate computer and applicable software.
- Be detail oriented and organized.
- Effectively operate a motor vehicle on City streets.
- Communicate effectively with internal and external customers.

LICENSE AND/OR CERTIFICATE: Possession of a valid class "C" California Driver's License is required. A Certified Professional Public Buyer is highly desirable.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking, reaching, twisting, and turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing documents and reports and data using a computer key board. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer, and acute hearing is required when providing phone service and communicating in person.

MINIMUM QUALIFICATIONS: Any combination of education and experience that has provided the knowledge, skills and abilities necessary for the position. Ideally the required qualifications is to possess a minimum of four (4) years of increasingly responsible experience in the performance of purchasing functions or in a public financial environment and a high school diploma. An Associate's Degree in Business Administration, Accounting or some college level course work in purchasing management or be a Certified Professional Public Buyer is highly desirable. A Bachelor's degree is preferred.

ADDITIONAL REQUIREMENTS: May be required to work outside the traditional work schedule.



CITY OF BANNING, CALIFORNIA

Accounting Specialist

Job Code: 1136

Grade: 53

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: Under general supervision, performs routine to moderately complex technical and specialized duties in the preparation, processing and maintenance of the City-wide payroll and related records; general ledger accounting, accounts payable, purchase requisitions, business licenses and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Depending on the area of the assignment, duties may include, but are not limited to the following:

- Reviews and processes payroll action forms and resolves discrepancies with Human Resources;
- Ensures employees are correctly set up in the payroll system;
- Verifies, audits, edits and processes biweekly employee payroll in accordance with City policies and procedures and labor contract agreement provisions;
- generates reports and verifies accurate reporting of changes in pay, payroll status, benefits, taxes and other deductions, as well as retroactive pay adjustments and terminations;
- Verifies and edits attendance and work hours data entered by departments;
- Works with departments to resolve reporting problems and errors; enters work hours, leaves taken, overtime and account codes for employees with labor distribution and for part-time employees;
- Processes adjustments to individual employee pay to correct errors;
- Processes employee payroll deductions, benefits elections and tax changes;
- Monitors eligibility dates and initiates set up of annual enrollments/increases and floating holiday accruals. Processes and data enters special payroll transactions, such as wage assignments, liens, and child support payments;
- Makes payroll system adjustments to ensure appropriate payroll tax treatment of retroactive and other special wages;
- Generates and checks preliminary and final payroll reports and registers;
- Runs leave accrual processes;
- Generates paychecks; processes void and reissued paychecks;
- Ensures timely and accurate posting of payroll to the financial accounting system and generates electronic bank deposits;
- Generates and distributes a variety of system reports and ensures appropriate documentation for audit purposes;
- Posts deduction and benefit amounts to subsidiary ledger accounts; prepares payment authorizations for vendors;
- Generates EFT transfers for tax deposits;
- Reconciles quarterly tax reports to the general ledger; prepares and submits quarterly tax returns and media files for transmission;
- Reconciles payroll liability accounts, resolves discrepancies and posts adjusting journal entries; responsible for required maintenance of payroll software;

CITY OF BANNING, CALIFORNIA

Accounting Specialist

Job Code: 1136

- Answers department and employee questions regarding payroll and benefits deductions by explaining requirements, policies and procedures;
- Researches and remains current on Federal and State payroll tax law changes, pension, benefits and other applicable regulations affecting payroll;
- Maintains required files and records; researches transaction history to verify payroll totals, accruals and audit questions.
- Performs user testing of system updates. Attends a variety of meetings, training sessions and seminars as required.

ADDITIONAL AS REQUIRED: Assists the Finance Department with procurement needs. Reviews purchase requisitions for compliance with City policy before issuing purchase orders. Pays department bills and reports purchasing updates. Insures money is taken from correct accounts. Monitors the budget for purchase orders. Prepares cash flow for Finance Director. Prepares sales and property taxes and conducts audits. Reconciles and oversees Department inventory. Processes vendor payments and researches and reconciles vendor discrepancies. Prepares and enters journal entries for general ledger. Examines, analyzes, researches and reconciles general ledger accounts and statements. Audits invoices, corrects mistakes and extends tax consequences. Reconciles and files invoice statements. Assists vendors with collecting outstanding or unpaid invoices. Posts fiscal agent report data and balances to general ledger. May oversee the work of temporary employees assigned to work area. Issues business licenses to companies conducting business in the City of Banning. Enters business licenses payments into computer system, prints licenses and renewals, prepares copies for inspectors and files and maintains information. Prepares a variety of financial support documents. Performs related duties and responsibilities as assigned.

KNOWLEDGE AND SKILLS:

- Federal, State and City laws, regulations, rules and guidelines applicable to timekeeping, payroll preparation and pay reporting.
- Methods, practices, documents and terminology used in processing payroll transactions and in payroll recordkeeping.
- The City's payroll system and associated practices and procedures for processing payroll information and interpreting input and output data.
- Payroll and deductions policies, practices and procedures, including garnishment and employment verification.
- Records management and file maintenance procedures.
- Standard office practices and procedures.
- Principles and practices of quality customer service and sound business communication.
- Operate a computer using word processing, spreadsheet and accounting system applications; operate a calculator and other standard office equipment.
- Organize, set priorities and exercise sound judgment within established guidelines.
- Interpret, apply and reach sound decisions in accordance with City rules, policies and department procedures.
- Make calculations and tabulations and review payroll and related documents and information with speed and accuracy.
- Understand and follow written and verbal instructions.
- Learn and apply new information.
- Schedule, organize, analyze and complete work in accordance with established guidelines.
- Prepare clear and accurate payroll records and reports.

CITY OF BANNING, CALIFORNIA

Accounting Specialist

Job Code: 1136

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- Prepare and maintain accurate and complete specialized records and files.
 - Communicate clearly and effectively, both orally and in writing, and work cooperatively with employees, customers, the general public, vendors, co-workers, department representatives, supervisors, management and others encountered in the course of work.
 - Exercise tact and diplomacy in dealing with sensitive, complex and confidential payroll issues and situations.
 - Maintain complete confidentiality of sensitive employee information.
 - City's and the Department's policies and procedures.
 - Accounts payable, payroll, purchasing and general ledger procedures.
 - Financial reporting guidelines and procedures.
 - Reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, Regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
 - Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS: Any combination of education and experience that provides the knowledge, skills, and ability necessary for the position. Typically qualifications should include an Associate's degree with major coursework in accounting, bookkeeping or a closely related field and three (3) years of progressively responsible experience in payroll, tax and insurance deductions, accounts payable, purchasing, and customer service. Experience in municipal payroll operations is desirable. A Bachelor's degree is preferred.

ADDITIONAL REQUIREMENTS: Must have and maintain a valid California Class C Driver's License. American Payroll Association certification is desired. May be required to work outside the traditional work schedule.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS:

- Ability to work in a standard office environment;
- Regularly required to talk or hear. Required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms.
- The employee is occasionally required to climb or balance and stoop, kneel, crouch, crawl, or twist; lift, drag and push files, reports or other materials.
- The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



CITY OF BANNING, CALIFORNIA

Accounting Specialist

Job Code: 1136

FLSA [] Exempt [X] Non-Exempt

JOB DEFINITION: Under general supervision, performs routine to moderately complex technical and specialized duties in the preparation, processing and maintenance of the City-wide payroll and related records; general ledger accounting, accounts payable, purchase requisitions, business licenses and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Depending on the area of the assignment, duties may include, but are not limited to the following:

Reviews and processes payroll action forms and resolves discrepancies with Human Resources; ensures employees are correctly set up in the payroll system; verifies, audits, edits and processes biweekly employee payroll in accordance with City policies and procedures and labor contract agreement provisions; generates reports and verifies accurate reporting of changes in pay, payroll status, benefits, taxes and other deductions, as well as retroactive pay adjustments and terminations; verifies and edits attendance and work hours data entered by departments; works with departments to resolve reporting problems and errors; enters work hours, leaves taken, overtime and account codes for employees with labor distribution and for part-time employees; processes adjustments to individual employee pay to correct errors; processes employee payroll deductions, benefits elections and tax changes; monitors eligibility dates and initiates set up of annual enrollments/increases and floating holiday accruals. Processes and data enters special payroll transactions, such as wage assignments, liens, and child support payments; makes payroll system adjustments to ensure appropriate payroll tax treatment of retroactive and other special wages; generates and checks preliminary and final payroll reports and registers; runs leave accrual processes; generates paychecks; processes void and reissued paychecks; ensures timely and accurate posting of payroll to the financial accounting system and generates electronic bank deposits; generates and distributes a variety of system reports and ensures appropriate documentation for audit purposes. Posts deduction and benefit amounts to subsidiary ledger accounts; prepares payment authorizations for vendors; generates EFT transfers for tax deposits; reconciles quarterly tax reports to the general ledger; prepares and submits quarterly tax returns and media files for transmission; reconciles payroll liability accounts, resolves discrepancies and posts adjusting journal entries; responsible for required maintenance of payroll software. Answers department and employee questions regarding payroll and benefits deductions by explaining requirements, policies and procedures; responds to requests for salary verification. Researches and remains current on Federal and State payroll tax law changes, pension, benefits and other applicable regulations affecting payroll. Maintains required files and records; researches transaction history to verify payroll totals, accruals and audit questions. Performs user testing of system updates. Attends a variety of meetings, training sessions and seminars as required. May oversee the work of temporary employees assigned to work area. Assists the Finance Department with procurement needs. Reviews purchase requisitions for compliance with City policy before issuing purchase orders. Pays department bills and reports purchasing updates. Insures money is taken from correct accounts. Monitors the budget for purchase orders. Prepares cash flow for Finance Director. Prepares sales and property taxes and conducts audits. Reconciles and oversees Department inventory. Processes vendor payments and researches and reconciles vendor discrepancies. Prepares and enters journal entries for general ledger. Examines, analyzes, researches and reconciles general ledger accounts and statements. Audits invoices, corrects mistakes and extends tax consequences. Reconciles and files invoice statements. Assists vendors with collecting outstanding or unpaid invoices. Posts fiscal agent report data and balances to general ledger.

CITY OF BANNING, CALIFORNIA

Accounting Specialist

Job Code: 1136

Issues business licenses to companies conducting business in the City of Banning. Enters business licenses payments into computer system, prints licenses and renewals, prepares copies for inspectors and files and maintains information. Prepares a variety of financial support documents. Performs related duties and responsibilities as assigned.

KNOWLEDGE AND SKILLS:

- Federal, State and City laws, regulations, rules and guidelines applicable to timekeeping, payroll preparation and pay reporting.
- Methods, practices, documents and terminology used in processing payroll transactions and in payroll recordkeeping.
- The City's payroll system and associated practices and procedures for processing payroll information and interpreting input and output data.
- Payroll and deductions policies, practices and procedures, including garnishment and employment verification.
- Records management and file maintenance procedures.
- Standard office practices and procedures.
- Principles and practices of quality customer service and sound business communication.
- Operate a computer using word processing, spreadsheet and accounting system applications; operate a calculator and other standard office equipment.
- Organize, set priorities and exercise sound judgment within established guidelines.
- Interpret, apply and reach sound decisions in accordance with City rules, policies and department procedures.
- Make calculations and tabulations and review payroll and related documents and information with speed and accuracy.
- Understand and follow written and verbal instructions.
- Learn and apply new information.
- Schedule, organize, analyze and complete work in accordance with established guidelines.
- Prepare clear and accurate payroll records and reports.
- Prepare and maintain accurate and complete specialized records and files.
- Communicate clearly and effectively, both orally and in writing, and work cooperatively with employees, customers, the general public, vendors, co-workers, department representatives, supervisors, management and others encountered in the course of work.
- Exercise tact and diplomacy in dealing with sensitive, complex and confidential payroll issues and situations.
- Maintain complete confidentiality of sensitive employee information.
- City's and the Department's policies and procedures.
- Accounts payable, payroll, purchasing and general ledger procedures.
- Financial reporting guidelines and procedures.
- Reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, Regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in operating a personal computer utilizing a variety of software applications.

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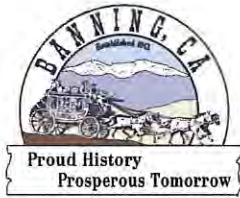
CITY OF BANNING, CALIFORNIA

Accounting Specialist

Job Code: 1136

MINIMUM QUALIFICATIONS: Three years of progressively responsible experience in payroll, tax and insurance deductions, accounts payable, purchasing, and customer service. Experience in municipal payroll operations is desirable. An Associate's degree with major coursework in accounting, bookkeeping or a closely related field. A Bachelor's degree is preferred.

ADDITIONAL REQUIREMENTS: Must have and maintain a valid California Class C Driver's License. May be required to work outside the traditional work schedule



CITY OF BANNING, CALIFORNIA

Accountant

Job Code: 1140

Grade: 56

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: Under general direction, performs a variety of accounting duties associated with providing technical, analytical, and professional support to the Finance Department.

DISTINGUISHING CHARACTERISTICS: Employees at this level receive only occasional direction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

SUPERVISION EXERCISED: May exercise some supervision as a lead coordinator for various projects or functions, such as accounts payable, accounts receivable and payroll.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Performs reconciliations and coordinates the monthly close of the City's books and records.
- Performs warrant review activities; ensures proper accounting for purchase requisitions, invoices, claims, fixed assets and sales tax accruals.
- Serves as liaison with accounting and fiscal personnel from other departments by responding to questions and issues.
- Performs a variety of functions related to investments, bank reconciliations, and cash with fiscal agent accounts.
- Reconciles a variety of financial ledgers and records; participate in the compilation and preparation of financial statements, general and subsidiary ledgers and supporting schedules; researches and resolves discrepancies.
- Prepares a variety of journal entries; performs a variety of calculations and account reconciliations.
- Maintains a variety of City accounts including subsidiary accounts, investment accounts and grant accounts; prepare cash transfers and loans between funds and accounts; ensures all activities are in compliance with accounting principles and standards.
- Ensures proper authorization and journaled transactions; tracks expenditures and resolves discrepancies.
- Provide technical guidance and support to other department employees in their areas of work, including governmental accounting methods, procedures and techniques.
- Assists with a variety of processes including budget preparation and annual audit by preparing various account analysis and spreadsheets.
- Monitor various grants and prepare reports as required.
- Assists with Finance coverage including day to day functions of Finance, preparing letters and correspondence, proofreading reports, and replying to informational requests.
- Attends committee and professional groups meetings as required.
- Perform related duties and responsibilities as required.

KNOWLEDGE and ABILITIES:

- Operations, services and activities of a municipal accounting program.
- Principles, practices and terminology of general, fund, project, grant, insurance and government accounting.
- Principles and procedures of financial program filing and record keeping.
- Principles and practices of financial research and report preparation.

CITY OF BANNING, CALIFORNIA

Accountant

Job Code: 1140

KNOWLEDGE and SKILLS:

- Knowledge of bookkeeping and/or accounting principles.
- Knowledge of budget monitoring and reporting techniques.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in preparing financial reports.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.
- Modern office equipment including computers and supporting work processing and spreadsheet applications.
- Pertinent Federal, State and local laws, codes and ordinances.

ABILITY TO:

- Perform professional level accounting duties.
- Coordinate municipal accounting and public finance programs.
- Analyze, post, balance and reconcile financial data ledgers and accounts.
- Maintain a variety of financial ledgers.
- Verify the accuracy of financial data and information.
- Ensure proper authorization and documentation for journal transactions.
- Review and interpret financial reports and transactions.
- Prepare a variety of financial reports.
- Maintain a detailed budget for assigned divisions and programs.
- Interpret and explain City policies and procedures.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing and spreadsheet applications.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities.

MINIMUM QUALIFICATIONS: Equivalent to a Bachelor's degree from an accredited college or university with major course-work in accounting, finance, business administration or a related field. One year of professional level accounting experience. Experience in governmental accounting is highly desirable.

ADDITIONAL REQUIREMENTS: May be required to work outside the traditional work schedule.

WORKING CONDITIONS:

- Ability to work in a standard office environment. Regularly required to talk or hear. Required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms.
- The employee is occasionally required to climb or balance and stoop, kneel, crouch, crawl, or twist; lift, drag and push files, reports or other materials.
- The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



CITY OF BANNING, CALIFORNIA

Accountant

Job Code: 1140

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: Under general direction, performs a variety of accounting duties associated with providing technical, analytical, and professional support to the Accounting Manager and Finance Director.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Provides technical assistance and direction to payroll, business licenses and other accounting areas as needed; coordinates the monthly close of the City's books and records; performs a variety of functions related to investments, bank reconciliations, and cash with fiscal agent accounts; prepares a variety of journal entries; performs a variety of calculations and account reconciliations; and assists with a variety of processes including budget preparation and annual audit by preparing various account analysis and spreadsheets.

Assists with office coverage including preparing letters and correspondence, proofreading reports, replying to informational requests, answering phones Attends committee and professional groups meetings as required.

Performs other duties as assigned or required.

KNOWLEDGE and SKILLS:

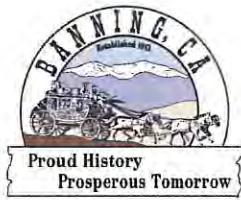
- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of bookkeeping and/or accounting principles.
- Knowledge of budget monitoring and reporting techniques.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in preparing financial reports.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS: A Bachelor's degree in Accounting, Business Administration or related field **AND** one (1) year of accounting, public finance or banking experience. Governmental accounting experience/knowledge highly desirable.

ADDITIONAL REQUIREMENTS: May be required to work outside the traditional work schedule.

REFERENCE (for Accountant)

CITY OF BANNING, CALIFORNIA



Accountant II

Job Code: 1125

FLSA ☐ Exempt ☒ Non-Exempt

JOB DEFINITION: To perform accounting duties within the Finance Department; and to maintain fiscal controls and programs. To prepare financial reports and statements; and to perform a variety of tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS: Employees at this level receive only occasional direction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

SUPERVISION EXERCISED: May exercise some supervision as a lead coordinator for various projects.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Performs professional accounting duties within the Finance Department; prepares and maintain controls on financial transactions and accounts; prepares trial balances, journal entries, general ledger reconciliations and related financial documents.
- Performs warrant review activities; ensures proper accounting for purchase requisitions, invoices, claims, fixed assets and sales tax accruals.
- Serves as liaison with accounting and fiscal personnel from other departments by responding to questions and issues; monitors department's budgets and expenditures.
- Participates in the development of the City's annual comprehensive budget; ensures that the development of the City's annual budget adheres to established accounting procedures.
- Reconciles a variety of financial ledgers and records; participate in the compilation and preparation of financial statements, general and subsidiary ledgers and supporting schedules; researches and resolves discrepancies.
- Prepares a variety of financial statistical reports related to various City accounts, fixed assets and spending practices; conducts month and year end closing duties.
- Maintains a variety of City accounts including subsidiary accounts, investment accounts and grant accounts; prepare cash transfers and loans between funds and accounts; ensures all activities are in compliance with accounting principles and standards.
- Performs duties in monitoring the City budget; ensures proper authorization and journaled transactions; tracks expenditures and resolves discrepancies; provides assistance to City departments in budget preparation.
- Participate in the inventory of the City's fuel, water and fleet divisions and operations.
- Oversee the submission of financial and accounting reports required by outside agencies; answer related questions as needed.
- Provide technical guidance and support to other department employees in their areas of work, including governmental accounting methods, procedures and techniques.
- May act as a lead accountant in the audit of City financial records, statements and reports.
- Monitor various grants and prepare reports as required.
- Monitor program compliance with laws, rules and regulations governing municipal accounting and public finance services.
- Maintain awareness of new development in the fields of municipal accounting and public finance; incorporate new development as appropriate into programs.
- Perform related duties and responsibilities as required.

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CITY OF BANNING, CALIFORNIA

Accountant II

Job Code: 1125

KNOWLEDGE and ABILITIES:

Knowledge of:

- Operations, services and activities of a municipal accounting program.
- Principles, practices and terminology of general, fund, project, grant, insurance and government accounting.
- Principles and procedures of financial program filing and record keeping.
- Principles and practices of financial research and report preparation.
- Principles and practices of municipal budget preparation and administering.
- Principles and practices of fixed asset management and administration.
- Advanced mathematical principles.
- Principles and practices of public finance and financial reporting.
- Recent development, current literature and information related to municipal accounting and public finance.
- Modern office equipment including computers and supporting work processing and spreadsheet applications.
- Pertinent Federal, State and local laws, codes and ordinances.

Ability to:

- Perform professional level accounting duties.
- Coordinate municipal accounting and public finance programs.
- Analyze, post, balance and reconcile financial data ledgers and accounts.
- Maintain a variety of financial ledgers.
- Verify the accuracy of financial data and information.
- Ensure proper authorization and documentation for journal transactions.
- Review and interpret financial reports and transactions.
- Prepare a variety of financial reports.
- Maintain a detailed budget for assigned divisions and programs.
- Interpret and explain City policies and procedures.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing and spreadsheet applications.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities.

MINIMUM QUALIFICATIONS: Equivalent to a Bachelor's degree from an accredited college or university with major course-work in accounting, finance, business administration or a related field. Three years of professional level accounting experience. Experience in governmental accounting is highly desirable.

ADDITIONAL REQUIREMENTS: May be required to work outside the traditional work schedule.

WORKING CONDITIONS: May require maintaining physical condition necessary for sitting; occasional walking and standing. May be required to lift and/or carry materials, equipment and/or items weighing up to 15 pounds.



CITY OF BANNING, CALIFORNIA

Deputy Finance Director

Job Code: 1115

Grade: 87

FLSA ☒ **X] Exempt** ☐ **] Non-Exempt**

JOB DEFINITION: Under general direction of the Administrative Services Director, plan, organize, direct, and supervise the personnel and general administrative activities of the Finance Division, including maintenance of general and subsidiary ledgers, accounts receivable, accounts payable, payroll, and business license; to assist with the preparation of the City's annual budget, capital improvement program and administration of the City's debt portfolio; to provide accounting services and instruction to other City departments; and to perform related work as required. The incumbent is designated as confidential and shall be appointed "at-will" and serve at the pleasure of the City Manager.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Oversee the accounting, budgeting, financial reporting and auditing functions of Finance. Plan, organize, manage and evaluate the work of the Finance activities, including payroll, accounts payable, business licenses, general accounting, and fund accounting. Assist in the development of goals, objectives, policies and priorities. Implement departmental plans and work programs; coordinate and integrate department functions to achieve efficiency and effectiveness; plan and evaluate the performance of assigned staff.

Assist the Director with the preparation and issuance of financial statements and the development of the City's budget. Review and interpret financial policies and procedures. Submit to the City Council through the City Manager a monthly statement of all receipts and disbursements to show the financial condition of the City. Supervise external audit activities, including coordinating and assisting the City, RDA Successor Agency, transit and other audits. Prepare cost estimates of salary and benefit packages for labor negotiations. Supervise and assist in the reconciliation of bank statements and other financial records. Maintain records of all City debt including adherence to bond and loan requirements and timely debt service payments. Supervise and assists with monthly and year-end general ledger closing process. Perform the annual Appropriations Limit (Proposition 4 Gann Limit) calculations derived from City and State data. Monitor and review general ledger accounts, budget items, donation accounts, short term loans, property taxes, RDA Successor Agency revenues and pass through moneys, and grant tracking.

Research and resolve departmental problems, discrepancies and/or reconciliation processes. Prepare request for proposals (RFP's) and contracts for the Finance Department. Assist with procedural changes in fixed asset accounting, including additions, deletions and depreciation. Assist with office coverage including preparing letters and correspondence, proofreading, reports, and replying to information requests. Attends committee and professional group meetings.

Performs other duties as assigned or required.

CITY OF BANNING, CALIFORNIA

Deputy Finance Director

Job Code: 1115

KNOWLEDGE and SKILLS:

- Knowledge of principles and practices of general and municipal government accounting and auditing.
- Knowledge of laws regulating public finance and fiscal operations, including GASB 34 and other GASB pronouncements.
- Knowledge of accounting, banking and financial record keeping and reporting principles and procedures.
- Knowledge of budget monitoring and reporting techniques.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands to meet deadlines.
- Skill in communicating clearly and concisely, both orally and in writing.
- Skill in analyzing and interpreting financial and accounting records.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in supervising, training and evaluating subordinate personnel.
- Skill in preparing complex financial statements, reports, and analysis, including the City's Comprehensive Annual Financial Report and other State and Federal reports.

MINIMUM QUALIFICATIONS: A Bachelor's degree from an accredited college or university in Accounting, Business Administration or related field **AND** five (5) years of increasingly responsible professional accounting, public finance or auditing experience, including a minimum of two (2) years of supervisory experience.

ADDITIONAL REQUIREMENTS: May be required to work outside the traditional work schedule.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS:

- Ability to work in a standard office environment;
- Regularly required to talk or hear. Required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms.
- The employee is occasionally required to climb or balance and stoop, kneel, crouch, crawl, or twist; lift, drag and push files, reports or other materials.
- The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



CITY OF BANNING, CALIFORNIA

Finance Manager

Job Code: 1115

FLSA ☒ Exempt ☐ Non-Exempt

JOB DEFINITION: Under general supervision, assists the Administrative Services Director in planning, organizing, and supervising the activities of each functional area of the Finance, Utility Billing and Information Services Divisions.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Plans, organizes, controls, manages and evaluates the work of the Finance (payroll, accounts payable, business licenses, purchasing), Utility Billing and Information Services Divisions. Assists in the development of goals, objectives, policies and priorities. Implements departmental plans and work programs; coordinates and integrates department functions to achieve efficiency and effectiveness, plans and evaluates the performance of assigned staff.

Assist the Director with the budgeting, financial reporting and auditing duties, including the preparation and issuance of financial reports and financial statements and the management, coordination and participation in the development of the City's budget. Reviews and interprets financial policies and procedures. Coordinates and reviews City, RDA, transit and other audits. Prepare RFP's and contracts for the Finance Department. Monitors and reviews general ledger accounts, budget items, debt service, donation accounts, short term loans, property taxes, RDA revenues and pass thrus, and grant tracking. Reconciles bank accounts and monitors banking activities. Researches and resolves departmental problems, discrepancies and/or reconciliation processes.

Assist with procedural changes in fixed asset accounting, including additions, deletions and depreciation. Assists with office coverage including preparing letters and correspondence, proofreading, reports, replying to information requests, answering phones and maintaining and repairing office equipment. Attends committee and professional group meetings.

Performs other duties as assigned or required.

CITY OF BANNING, CALIFORNIA

Finance Manager

Job Code: 1115

KNOWLEDGE and SKILLS:

- Knowledge of principles and practices of general and municipal government accounting and auditing.
- Knowledge of laws regulating public finance and fiscal operations, including GASB 34 and other GASB pronouncements.
- Knowledge of accounting, banking and financial record keeping and reporting principles and procedures.
- Knowledge of budget monitoring and reporting techniques.

- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands to meet deadlines.
- Skill in communicating clearly and concisely, both orally and in writing.
- Skill in analyzing and interpreting financial and accounting records.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in supervising, training and evaluating subordinate personnel.
- Skill in preparing complex financial statements, reports, and analysis, including the City's Comprehensive Annual Financial Report and other State and Federal reports.

MINIMUM QUALIFICATIONS: A Bachelor's degree from an accredited college or university in Accounting, Business Administration or related field **AND** five (5) years of increasingly responsible professional accounting, public finance or auditing experience, including a minimum of two (2) years of supervisory experience.

ADDITIONAL REQUIREMENTS: May be required to work outside the traditional work schedule.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS:

- Ability to work in a standard office environment;
- Regularly required to talk or hear. Required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms.
- The employee is occasionally required to climb or balance and stoop, kneel, crouch, crawl, or twist; lift, drag and push files, reports or other materials.
- The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**CITY OF BANNING, CALIFORNIA****Deputy Human Resources Director****Job Code: 1215****Grade: 83**
FLSA ☒ **X**] Exempt ☐] Non-Exempt

JOB DEFINITION: Under direct supervision of the Administrative Services Director, this position will plan, manage and direct the programs and activities of the Human Resources and Risk Management division.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Plans, manages and oversees all Human Resources/Risk Management Division functions, programs and operations including labor relations, safety and risk management, workers' compensation, benefits administration, classification, compensation, recruitment and selection, training and employee development services and activities.

Consults with and advises the Administrative Services Director, department directors and division managers on personnel and risk management matters.

Coordinate and administer the services and activities of the City's safety, loss control, property/liability claims, and risk financing programs; recommend programs, policies, goals and objectives; manage City resources.

Administer workers' compensation claims management activities; review status of claims with adjusters and defense attorneys making recommendations within limits of authority; represent City before the Workers' Compensation Appeals Board (WCAB).

Prepare for and coordinate with injured workers, doctors, supervisors, attorneys and case managers to facilitate appropriate treatment and return to work; prepare for City Council Closed Sessions on claim settlements over established limit.

Develops and coordinates City-wide training for employees.

Administers and coordinates all phases of employee relations; participates as a member of the City's labor negotiating team; oversees the conduct of surveys and the collection and analysis of data to prepare for negotiations; develops contract language and implements contract changes; interprets and administers employee contracts throughout the duration of the agreements.

Prepare and recommend revisions and amendments to policies, programs, ordinances and resolutions relating to personnel and risk management matters.

Oversees and participates in the development and administration of the Human Resources/Risk Management division budget.

Administer the employee benefits programs and strategies.

CITY OF BANNING, CALIFORNIA

Deputy Human Resources Director

Job Code: 1215

Represents the Human Resources/Risk Management Division to other departments, elected officials, and outside agencies and organizations.

Consults with and advises City staff and other interested individuals on policies, procedures, employee relations, organizational staffing, and disciplinary matters; provides guidance and assistance on personnel issues and disciplinary actions; assists management and supervisory staff with policy issues and documentation related to disciplinary processes and actions; counsels employees.

Participates in the selection of, trains, motivates, supervises and evaluates assigned personnel; provides and/or coordinates staff training; works with employees on performance issues in coordination Human Resources.

Perform related duties as assigned.

KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of personnel administration, preferably in a municipal setting.
- Knowledge of management and/or supervision principles.
- Knowledge of human resources practices and employee relations.
- Knowledge of workers' compensation claim processes, methods and procedures.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

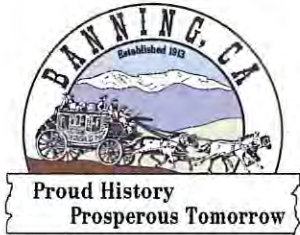
MINIMUM QUALIFICATIONS: A Bachelor's degree in Business Administration, Public Administration, Organizational Psychology or related field **and** five (5) years of human resources and risk management experience that includes three (3) years of management and/or supervision; **OR** an equivalent combination of education and experience.

PHYSICAL TASKS AND ENVIRONMENTAL CONDITIONS:

- Ability to work in a standard office environment;
- Regularly required to talk or hear. Required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms.
- The employee is occasionally required to climb or balance and stoop, kneel, crouch, crawl, or twist; lift, drag and push files, reports or other materials.
- The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

City of Banning, California

Revised November 14, 2017
REV: CC Approved June 28, 2016

**CITY OF BANNING, CALIFORNIA****Human Resources/Risk Manager****Job Code: 1215**
FLSA ☒ **X** **Exempt** ☐ **Non-Exempt**

JOB DEFINITION: Under direct supervision of the Administrative Services Director, this position will plan, manage and direct the programs and activities of the Human Resources and Risk Management division.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Plans, manages and oversees all Human Resources/Risk Management Division functions, programs and operations including labor relations, safety and risk management, workers' compensation, benefits administration, classification, compensation, recruitment and selection, training and employee development services and activities.

Consults with and advises the Administrative Services Director, department directors and division managers on personnel and risk management matters.

Coordinate and administer the services and activities of the City's safety, loss control, property/liability claims, and risk financing programs; recommend programs, policies, goals and objectives; manage City resources.

Administer workers' compensation claims management activities; review status of claims with adjusters and defense attorneys making recommendations within limits of authority; represent City before the Workers' Compensation Appeals Board (WCAB).

Prepare for and coordinate with injured workers, doctors, supervisors, attorneys and case managers to facilitate appropriate treatment and return to work; prepare for City Council Closed Sessions on claim settlements over established limit.

Develops and coordinates City-wide training for employees.

Administers and coordinates all phases of employee relations; participates as a member of the City's labor negotiating team; oversees the conduct of surveys and the collection and analysis of data to prepare for negotiations; develops contract language and implements contract changes; interprets and administers employee contracts throughout the duration of the agreements.

Prepare and recommend revisions and amendments to policies, programs, ordinances and resolutions relating to personnel and risk management matters.

Oversees and participates in the development and administration of the Human Resources/Risk Management division budget.

Administer the employee benefits programs and strategies.

CITY OF BANNING, CALIFORNIA

Human Resources/Risk Manager

Job Code: 1215

Represents the Human Resources/Risk Management Division to other departments, elected officials, and outside agencies and organizations.

Consults with and advises City staff and other interested individuals on policies, procedures, employee relations, organizational staffing, and disciplinary matters; provides guidance and assistance on personnel issues and disciplinary actions; assists management and supervisory staff with policy issues and documentation related to disciplinary processes and actions; counsels employees.

Participates in the selection of, trains, motivates, supervises and evaluates assigned personnel; provides and/or coordinates staff training; works with employees on performance issues in coordination Human Resources.

Performs related duties as assigned.

KNOWLEDGE and SKILLS:

- Knowledge of applicable City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of personnel administration, preferably in a municipal setting.
- Knowledge of management and/or supervision principles.
- Knowledge of human resources practices and employee relations.
- Knowledge of workers' compensation claim processes, methods and procedures.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS: A Bachelor's degree in Business Administration, Public Administration, Organizational Psychology or related field **and** five (5) years of human resources and risk management experience that includes three (3) years of management and/or supervision; **OR** an equivalent combination of education and experience.

PHYSICAL REQUIREMENTS: Work is primarily performed in an office environment requiring prolonged sitting or standing; walking, kneeling, crouching, squatting, stooping, and bending; inputting data into a computer terminal; exposure to computer glare, vibrations, and pitch; lifting, carrying, and regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds in weight; use hands to finger, handle or feel; reach with hands and arms and have mobility, vision, hearing, and dexterity levels appropriate to the duties to be performed.

EXHIBIT “B”

CITY OF BANNING
CLASSIFICATION & COMPENSATION PLAN
REVISED November 14, 2017
RESOLUTION 2017-80 (AMENDING RESOLUTION 2016-61)

MATRIX BY CLASS SERIES/JOB CODE

Class Series/Occupational Job Group	Job Code	Classification/Position	Salary Range	Bargaining Unit
1000 – CITY ADMINISTRATION SERIES				
City Administration Group	1010	City Manager	113	Council Contract
	1013	City Attorney	111	Contract
	1015	Public Information Officer	68	Mgmt/Confidential
	1606	Deputy City Clerk	62	Gen/Confidential
Financial Services Group	1105	Administrative Services Director/Deputy City Manager	101	Contract
	1115	Deputy Finance Director	87	Mgmt/Confidential
	1160	Purchasing Manager	77	TEAMSTERS
	1165	Buyer	54	IBEW-G
	5028	Utility Financial Analyst	76	TEAMSTERS
	1125	Accountant II	59	IBEW-G
	1140	Accountant	56	IBEW-G
	1136	Accounting Specialist	53	IBEW-G
	1130	Financial Services Specialist	47	IBEW-G
Human Resources Group	1215	Deputy Human Resources Director	83	Mgmt/Confidential
	1230	Human Resources Technician	54	Gen/Confidential
Utility Billing Group	1310	Customer Service & Billing Manager	71	TEAMSTERS
	1340	Senior Utility Billing Rep	48	IBEW-G
	1350	Utility Billing Representative	43	IBEW-G
	1340	Lead Field Service Representative	55	IBEW-U
	1325	Field Service Representative	51	IBEW-U
Information/Cable Systems Group	1405	Information Technology Manager	78	Mgmt/Confidential
	1410	Information Technology Analyst	62	Gen/Confidential
	1420	Information Technology Analyst II	70	Gen/Confidential

Schedule "A"

	1415	Multimedia Specialist	60	IBEW-G
	1510	Cable Services Specialist	44	IBEW-G
Office Support Group	1610	Executive Secretary	53	IBEW-G
	1601	Management Analyst	68	TEAMSTERS
	1620	Office Specialist	44	IBEW-G
	1630	Receptionist	31	IBEW-G

2000 – POLICE SERIES

Police Group	2010	Police Chief	100	Contract
	2016	Police Captain	92	Police Mgmt
	2025	Police Lieutenant	87	Police Mgmt
	2030A	Police Staff/Master Sergeant	P78	POA
	2040	Police Corporal	P71	POA
	2050	Police Officer	P67	POA
	2060	Police Recruit/Trainee	N/A	At-Will
Police Support Group	2143	Lead Public Safety Dispatcher	56	IBEW-G
	2110	Public Safety Dispatcher	52	IBEW-G
	2130	Community Services Officer	P48	POA
	2151	Police Assistant II	48	IBEW-G
	2152	Police Assistant I	44	IBEW-G

3000-COMMUNITY DEVELOPMENT SERIES

Community Development Group	3010	Community Development Director	92	Contract
	3026	Development Project Coordinator	58	IBEW-G
	3050	Senior Planner	79	TEAMSTERS
	3020	Associate Planner	68	TEAMSTERS
	3015	Assistant Planner	63	TEAMSTERS
	3115	Economic Development Manager	85	Mgmt/Confidential
Development Services Group	3210	Development Services Manager (Building Official)	84	TEAMSTERS
	3215	Senior Building Inspector	67	IBEW-G
	3230	Code Compliance Officer	58	IBEW-G
	3235	Senior Code Compliance Officer	64	IBEW-G
	3240	Building Permit Specialist	55	IBEW-G

3300-COMMUNITY SERVICES GROUP

Community Services Group	3310	Community Services Director	92	Contract
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Amended: 11/14/2017

Schedule "A"

	3315	Community Services Manager	68	TEAMSTERS
	3360	Transit Field Supervisor	59	IBEW-G
	3325	Recreation Coordinator	51	IBEW-G
	3328	Program Coordinator	49	IBEW-G
	3350	Lead Bus Driver/Trainer	55	IBEW-G
	3340	Bus Driver	47	IBEW-G

4000-PUBLIC WORKS SERIES

Public Works Management Group	4400	Public Works Director/City Engineer	100	Contract
Streets/Parks Group	4210	Public Works Superintendent	78	TEAMSTERS
	4230	Work Release Crew Leader	47	IBEW-G
	4240	Senior Maintenance Worker	50	IBEW-G
	4250	Maintenance Worker	45	IBEW-G
	4260	Motor Sweeper Operator	50	IBEW-G
Engineering Group	4300	City Engineer	85	TEAMSTERS
	4350	Senior Civil Engineer	82	TEAMSTERS
	4320	Associate Civil Engineer	76	TEAMSTERS
	4325	Assistant Civil Engineer	68	TEAMSTERS
	4330	Public Works Inspector	62	IBEW-G
	4340	Engineering Services Assistant	48	IBEW-G
General Maintenance and Support Group	4410	Fleet Manager	75	TEAMSTERS
	4420	Fleet Maintenance Mechanic	53	IBEW-G
	4430	Building Maintenance Specialist	49	IBEW-G
	4441	Community Center Caretaker	36	IBEW-G
	4450	Warehouse Services Specialist	52	IBEW-U
Water/Wastewater Group	4115	Water/Wastewater Superintendent	78	TEAMSTERS
	4130	Water Crew Supervisor	60	IBEW-U
	4135	Water Production Operator I/II	52/57	IBEW-U
	4140	Water Services Worker	52	IBEW-U
	4155	Wastewater Collection System Supervisor	60	IBEW-U
	4145	Wastewater Collection System Technician	52	IBEW-U
	4132	Water Valve Flushing Crew Lead	56	IBEW-U
	4133	Water Construction Crew Lead	56	IBEW-U
	4131	Water Meter Crew Lead	56	IBEW-U

Schedule "A"

5000 ELECTRIC UTILITIES SERIES

Electric Services & Operations Group	5001	Electric Utility Director	100	Contract
	5021	Power Resource & Revenue Administrator	85	TEAMSTERS
		Senior Electrical Engineer		TEAMSTERS
	5025	Associate Electrical Engineer	76	TEAMSTERS
	5028	Utility Financial Analyst	76	TEAMSTERS
	5029	Senior Electric Service Planner	79	IBEW-U7
	5030	Electric Service Planner	77	IBEW-U
	5050	Public Benefits Coordinator	55	IBEW-U
	5055	Utility Services Assistant	48	IBEW-U
	5053	Assistant Electric Service Planner	57	IBEW-U
	5110	Electric Operations & Maintenance Manager	85	TEAMSTERS
	5120	Powerline Crew Supervisor	79	IBEW-U
	5130	Powerline Technician	75	IBEW-U
	5140	Powerline Apprentice	67/ 73	IBEW-U
	5150	Electric Services Worker	52	IBEW-U
	5161	Substation Test Technician	75	IBEW-U
	5160	Electric Meter Test Technician	75	IBEW-U
	5170	Apprentice Electric Meter Test Technician	67 / 73	IBEW-U

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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: November 14, 2017

SUBJECT: Adoption of Resolution 2017-100 which Designates the Compensation and Benefits for Unrepresented Management, Management Confidential, and Non-Management Confidential Positions, which will Amend and Replace Resolution 2016-66 to include additional Positions.

RECOMMENDATION:

Adoption of Resolution 2017-100 which designates the Compensation and Benefits for Unrepresented Management, Management Confidential, and Non-Management Confidential positions, which will amend and replace Resolution 2016-66 to include the additional positions of Information Technology Analyst, Information Technology Analyst II, and Deputy City Clerk.

JUSTIFICATION:

During the analysis of position changes and additions during the Fiscal Year 2017-2018 Budget amendment preparation, it was determined that the departments of Information Technology and City Clerk have access to highly sensitive and confidential information. Such information includes, but is not limited to private information for user identifications, passwords, emails and sensitive electronic data, and all City Council Closed Session information. It was determined that positions with access to this highly sensitive information should be designated as confidential positions.

BACKGROUND:

Previously Resolutions 1991-18, 2005-27, 2006-103, 2010-45, 2012-75, 2013-26, and 2016-66 designated Confidential positions as well as designating the salary and benefits of such confidential positions. Resolution 2017-100 is meant to amend and replace the prior Resolutions and include the additional positions.

OPTIONS:

1. Approve Resolution 2017-100 authorizing the new designation of Confidential Positions and to designate compensation and benefits to Unrepresented Management, Management Confidential, and Non-Management Confidential positions.
2. Do not approve the resolution and provide direction to staff.

FISCAL IMPACT:

None.

ATTACHMENTS:

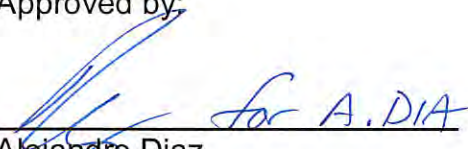
1. Resolution 2017-100

RESOURCES:

Teamsters MOU Ending June 30, 2017 can be found at
<http://ci.banning.ca.us/DocumentCenter/View/3269>

IBEW MOU Ending June 30, 2017 can be found at
<http://www.ci.banning.ca.us/DocumentCenter/View/84>

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. 2017-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE COMPENSATION AND BENEFIT PLAN FOR UNREPRESENTED CONFIDENTIAL AND UNREPRESENTED MANAGEMENT EMPLOYEES WHO ARE NOT COVERED BY EMPLOYMENT AGREEMENTS

WHEREAS, the Meyers-Milius-Brown Act ("MMBA") and specifically Government Code Section 3502 provides that Public employees "shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with a public agency"; and Government Code Section 3507.5 provides for local governments to establish rules and regulations for the designation of "confidential" employees within the scope of labor relations; and

WHEREAS, the City Council established such local rules and regulations as part of its Employer-Employee Relations Resolutions, the most recent of which is the Resolution 2010-45, and which defines Confidential Employee as "[a]n employee, who, in the course of his/her duties, has access to confidential information relating to the City's administration of employer-employee relations, or who is required to develop or present management positions with respect to employer-employee relations;" and

WHEREAS, the Employer-Employee Relations Resolution 2010-45 states that designated "Confidential employees include, but are not limited to, the Administrative Services Director/Deputy City Manager, Deputy Human Resources Director, Deputy Finance Director, Human Resources Technician, and any Executive Secretary when assigned to report to the City Manager;" and

WHEREAS, Resolution 2012-75 Added the position of Executive Assistant as a confidential employee when assigned to the City Manager; and

WHEREAS, the City Council also previously approved Resolution 1991-18 which was amended by Resolution 2005-27 and Resolution 2006-103 designating certain positions as confidential employees and providing for the salary and benefits of certain employees that are not covered by employment contracts or belonging to or represented by any employee organization; and

WHEREAS, the City Council also previously approved Resolution 2016-66 designating the Compensation and Benefits for management positions that opt out of membership and representation by Teamsters Local Union No. 1932 ("Teamsters") be linked to the Teamsters Memorandum of Understanding ("Teamsters MOU"); and

WHEREAS, the Deputy Human Resources Director and Deputy Finance Director positions are considered Management Confidential employees, and exempt under the Federal Fair Labor Standards Act ("FLSA"), and have compensation and benefits that are linked to the Teamsters MOU; and

WHEREAS, the Information Technology Manager, Economic Development Manager, and Public Information Officer positions are considered Management Confidential employees, and not exempt under the FLSA, and have compensation and benefits that are linked to the Teamsters MOU; and

WHEREAS, the Human Resources Technician and any Executive Secretary and/or Executive Assistant when assigned to the City Manager are considered Non-Management Confidential employees and are not FLSA exempt, and have compensation and benefits that are linked to The International Brotherhood Of Electrical Workers - Local 47 Memorandum of Understanding for the General Employees Unit ("IBEW MOU"); and

WHEREAS, the Compensation and Benefit Plan for the non-contract, unrepresented and Confidential positions needs to be updated to reflect changes in compensation and benefits for those positions; and

WHEREAS, the City has determined that the employees in the departments of Information Technology and City Clerk have access to confidential and highly sensitive information and further determined that such employees be designated as Confidential Unrepresented employees; and

WHEREAS, the Information Technology Analyst, Information Technology Analyst II, and Deputy City Clerk are considered Non-Management Confidential employees and are not FLSA exempt, and have compensation and benefits that are linked to the IBEW MOU; and

WHEREAS, the City now desires to adopt an amended and restated resolution of salaries, compensation and benefits to include Information Technology and City Clerk department positions as well as unrepresented management positions and non-contract Confidential positions, which restates and replaces any and all pre-existing salary, compensation and benefit resolutions for the non-contract Confidential employees, including but not limited to Council Resolution 1991-18, Council Resolution 2005-27, Council Resolution 2006-45, Council Resolution 2013-26, and Council Resolution 2016-66.

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

SECTION 1. The City Council hereby approves that the Unrepresented Management employees and Management Confidential employees will be eligible for all compensation and benefits provided in the most recent Teamsters MOU or related side letter establishing such benefits. Employees will be eligible to participate in employee paid benefit programs that may be offered from time to time.

SECTION 2. The City Council hereby approves that the Management Confidential employees are eligible for an additional cafeteria plan amount equal to the individual's calculated premiums for short term disability (STD) and long term disability (LTD).

SECTION 3. The City Council hereby approves that the Management Confidential employees may participate in the California Government VEBA Plan per City Council Resolution 2008-06.

SECTION 4. The City Council hereby approves that the Non-Management Confidential employees will be eligible for all compensation and benefits provided in the most recent IBEW MOU or related side letter establishing such benefits. Employees will be eligible to participate in employee paid benefit programs that may be offered from time to time.

SECTION 5. The City Council hereby establishes the Management Confidential positions as the Deputy Human Resources Director, Deputy Finance Director and Information Technology Manager, Economic Development Manager and Public Information Officer; the Non-Management Confidential positions as the Human Resources Technician, Executive Secretary, Executive Assistant, Information Technology Analyst, Information Technology Analyst II, and Deputy City Clerk; and the eligible Unrepresented Management positions as designated in the Teamsters MOU, which may change from time to time and currently include the following:

Assistant Civil Engineer
Assistant Director Water/Wastewater
Assistant Planner
Assistant Civil Engineer
Associate Civil Engineer
Associate Electrical Engineer
Associate Planner
Customer Services and Billing Manager
Development Services Manager (Building Official)
Electric Operations & Maintenance Manager
Fleet Maintenance Manager
Management Analyst
Parks/Streets Maintenance Manager
Planning Engineer
Power Resource & Revenue Administrator
Principal Civil Engineer
Public Works Superintendent
Purchasing Manager
Recreation Manager
Risk Management Analyst
Senior Civil Engineer
Senior Planner
Transit Manager
Utility Financial Analyst
Water/Wastewater Superintendent.

SECTION 6. The City Council hereby establishes compensation and benefits be defined as Salary Classifications, Salary Range, Salary Surveys, Cost of Living Salary Adjustments, Performance Evaluations, Probationary Period, Step Increases, Retirement Benefits and California Public Employees' Retirement System ("CalPERS") Formulas,

Contributions to CalPERS, Federal Insurance Contributions Act, Disability, Residency Credit, Utility Credit, Education Incentive, Vehicle Issuance or Allowance, Tool and/or Equipment Loans, On-Call Pay, Acting Pay, Promotion Pay, Pay for Jury Duty and Court Appearances, Safety Equipment and Reimbursement, Mileage Reimbursement, Meal Reimbursement, Tuition Reimbursement, Professional Training and Travel Reimbursement, Sick Leave Accrual and Usage, Sick Leave Cash-Out and Conversion, Vacation Leave Accrual and Usage, Vacation Leave Cash-Out, Personal Leave Accrual and Cash-Out, Holiday Leave Accrual and Cash-Out, Bereavement Leave, Cafeteria Plan (*City Contributions, Health and Dental Insurance, Eye Care Plan, Voluntary and Supplemental Insurance Options, Deferred Compensation Programs, Flexible Spending Plan, Eye Wear Reimbursement, and any other benefits identified in the Cafeteria Plan Section*), and Overtime or Compensatory Time and Cash-Out for non-exempt positions.

SECTION 8. The Administrative Services Director is authorized to make the necessary budget adjustments as applicable.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2017.

George Moyer, Mayor
City of Banning, California

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-100 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Alejandro Diaz, Interim City Manager

MEETING DATE: November 14, 2017

SUBJECT: Receive and File, Western Riverside Council of Governments (WRCOG) - Staff Attendance at Meetings

RECOMMENDED ACTION:

Receive and file.

BACKGROUND:

Council directed staff to review and provide information on staff attendance at WRCOG meetings. According to their literature, the purpose of WRCOG is to unify Western Riverside County so that it can speak with a collective voice on important issues that affect its members. Membership consists of representatives from 18 cities, the Riverside County Board of Supervisors, the Eastern and Western Municipal Water Districts, the Morongo Band of Mission Indians, and the Riverside County Superintendent of Schools.

In 2017, Mayor Pro Tem Debbie Franklin took over as Chair of the WRCOG Executive Committee. Traditionally, directors for the City in which the WRCOG Executive Committee Chair serves, are tasked with chairing WRCOG committees such as the Technical Advisory Committee (TAC), the Planning Directors Committee, the Public Works Committee, and the Finance Directors Committee.

Staff representing the City of Banning are; Interim City Manager Alejandro Diaz, Administrative Services Director Rochelle Clayton, Public Works Director Art Vela, and Community Development Director Patty Nevins.

ANALYSIS:

Directors were asked to provide input on time spent at WRCOG committee meetings as well as the impact of these meetings on the overall betterment of our organization.

Interim City Manager Alejandro Diaz attends the WRCOG TAC meetings representing the City as Chair of the Committee and spends approximately 4- hours attending the monthly meetings, including driving time and preparation. He also participates in the WRCOG Executive Committee meetings, providing the said Committee a synopsis of items discussed during the TAC meetings. Interim City Manager Diaz spends approximately 1.5-hours at the WRCOG Executive Committee meeting for a total of roughly 5.5-hours per month.

Administrative Services Director Rochelle Clayton attends the Finance Directors Committee meetings and represents the City as Chair of the committee. She participates in 4 pre-planned committee meetings (January, April, July, and October), and spends approximately 3.5-4-hours each meeting, including travel time.

Public Works Director Art Vela attends the Public Works Committee meetings representing the City as Chair. He attends a monthly Public Works TAC Meeting and spends approximately 4-hours (Includes travel to and from, review of agenda material and meeting). Furthermore, Public Works Director Vela contributes an additional 2-hours (This is Dependent on items sent to the committee for review. For example, WRCOG is currently seeking input on the Transportation Uniform Mitigation Fee (TUMF) calculation handbook, and local TUMF zone Transportation Improvement Plan) for a total of 6-hours per month.

Community Development Director Patty Nevins attends monthly Planning Director Committee meetings at an average of 4-hours each including the travel time (2-hour meeting plus advance agenda review and travel) for an estimated total of 4-hours per month.

Additionally, directors were asked to provide input on the benefits of attending WRCOG meetings. Collectively, staff presented the following positive and negatives on WRCOG attendance:

Positives: Information sharing, presentations from different entities on issues ranging from regional programs, regulations to funding programs, and having a voice to represent our City. Additionally, the use of one of their grant writers to prepare a grant for potential funding for our Compressed Natural Gas (CNG) station at no cost to the City, and the Public Service Fellowship Program.

Negatives: Some WRCOG programs don't provide a benefit to our City. Examples: 1) the streetlight purchase program is only available to Edison customers; 2) WRCOG has hired a consultant to work on a water quality program in the Santa Ana River Region; we are in the Whitewater River Region so this program will not apply to us.

Council further directed staff to provide figures on payments to WRCOG and payments from WRCOG to the City.

Since 1994, the City of Banning has made payments totaling approximately \$5,768,865.08 (see attached documents for further information). During the same time frame, the City has received the following benefits from WRCOG:

1. TUMF (Sunset Grade Separation): \$4.2M
 - a. Through 14/15 we collected and provided \$440,000 in TUMF revenue to WRCOG.
2. Beyond Grant Funding (all for Lions Park)
 - a. 15/16: \$39,300
 - b. 16/17: \$68,664
 - c. 17/18: \$60,000 (projected revenue)
3. Grant Writer
 - a. Currently working on (for free) a \$250,000 grant application for our CNG Station
4. TUMF (Joshua Palmer Way Realignment): \$2M
 - a. Directly related to the Beaumont Settlement. Additional revenue from this lawsuit will be allocated to Banning, Calimesa and the County.
5. Public Service Fellowship Program:
 - a. The fellowship program is geared towards students graduating from University California Riverside (UCR) and California Baptist University (CBU) to engage them in career opportunities with local governments and agencies in a way that is mutually beneficial to both the Fellows and the agency. \$400,000 and an additional \$300,000 were allocated in 2016 for the inception of the program, region wide.

In conclusion, the needs of the City and the projects dealing directly with the growth and prosperity of the City of Banning will always take precedence over regional issues/concerns. Staff will continue making City projects a priority.

FISCAL IMPACT:

None.

ALTERNATIVES:

None.

ATTACHMENTS:

1. Payments to WRCOG
2. WRCOG Payments by Fiscal Year
3. Frequently Asked Questions: TUMF
4. WRCOG Information City of Banning

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

**PAYMENTS TO WRCOG
(AS OF 10/31/17)**

FY	TOTAL
FY18	\$3,890.61
FY17	\$102,062.15
FY16	\$21,498.70
FY15	\$166,015.53
FY14	\$72,241.55
FY13	\$68,797.05
FY12	\$269,408.42
FY11	\$44,438.80
FY10	\$168,571.47
FY09	\$309,092.97
FY08	\$318,832.46
FY07	\$755,928.11
FY06	\$865,999.91
FY05	\$1,109,515.92
FY04	\$1,454,178.34
FY03	\$5,081.00
FY02	\$7,156.00
FY01	\$5,273.00
FY00	\$5,203.00
FY99	\$6,860.92
FY98	\$5,243.00
FY97	\$3,576.17
FY96	\$0.00
FY95	\$0.00
FY94	\$0.00
GRAND TOTAL	\$5,768,865.08

ATTACHMENT 2

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) - V# 2690 - PAYMENTS BY FISCAL YEAR (DETAIL REPORT)

(10/31/17)

FY18						
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Description
AP	10/9/2017	3,890.61	161733 C	690-9600-453.33-41	7301	FY17/18 SOLID WASTE COOP
FY18 TOTAL		3,890.61	(as of 10-30-17)			
FY17						
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Description
AP	2/28/2017	83,542.36	158626 C	001-0000-223.23-00	FEB 1-FEB 28	TUMF FEES COMMERCIAL - PRMT# 16-384 - 300 S. HIGHLAND SPRINGS, #A
AP	1/31/2017	1,625.00	158438 C	001-0000-223.23-00	JAN 1-JAN 31	TUMF PAYMENT - PRMT# 16-651 - 690 S. SAN GORGONIO AVENUE
AP	1/31/2017	3,062.89	158438 C	001-0000-223.23-00	JAN 1-JAN 31	TUMF PAYMENT - PRMT# 16-196 - 4240 W. RAMSEY STREET
AP	1/31/2017	0.2	158438 C	001-0000-223.23-00	JAN 1-JAN 31	TUMF PAYMENT - CELL TOWER - 4978 W. RAMSEY STREET
AP	8/5/2016	-3,000.00	1555687 C	001-2800-441.41-13	7079	FY16/17 CLEAN CITIES COALITION DUES
AP	8/5/2016	3,000.00	155686 C	001-2800-441.41-13	7079	FY16/17 CLEAN CITIES COALITION DUES
AP	8/5/2016	-3,000.00	1555687 C	132-4900-446.41-13	7079	FY16/17 CLEAN CITIES COALITION DUES
AP	8/5/2016	3,000.00	155686 C	132-4900-446.41-13	7079	FY16/17 CLEAN CITIES COALITION DUES
AP	7/28/2016	3,000.00	1555687 C	001-2800-441.41-13	7079	FY16/17 CLEAN CITIES COALITION DUES
AP	7/28/2016	3,000.00	1555687 C	132-4900-446.41-13	7079	FY16/17 CLEAN CITIES COALITION DUES
AP	7/25/2016	3,941.09	155778 C	001-1000-411.23-03	7106	FY16/17 WRCOG MEMBER DUES
AP	7/25/2016	3,890.61	156062 C	690-9600-453.33-41	7091	SOLID WASTE COOP DUES
FY17 TOTAL		102,062.15				
FY16						
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Description
AP	6/1/2016	30	154532 C	001-1200-412.23-05		5/19/2016 PUBLIC ENGAGE - ATTENDANCE FEE - MICHAEL ROCK
AP	2/2/2016	13,637.00	153480 C	001-0000-223.23-00	15-486	3/10/2016 TUMF FEES COMMERCIAL - RETAIL STORE @ S. HIGHLAND SPRINGS #1D
AP	12/9/2015	3,941.09	152429 C	001-1000-411.23-03	6974	12/23/2015 FY15/16 WRCOG MEMBER DUES
AP	7/14/2015	3,890.61	150638 C	690-9600-453.33-41	6910	8/13/2015 SOLID WASTE COOP DUES
FY16 TOTAL		21,498.70				

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) - V# 2690 - PAYMENTS BY FISCAL YEAR (DETAIL REPORT)

(10/31/17)

FY15									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/30/2015	19,841.89	150406 C	690-9600-453.33-11	6857	7/23/2015	BANNING OUTREACH		
AP	2/5/2015	15,592.28	148652 C	690-9600-453.33-11	6822	3/12/2015	PO#27095-1ST QTR & 2ND QTR FY15 7/1/14-12/31/14		
AP	1/22/2015	3,941.09	148183 C	001-1000-411.23-03	6776	2/5/2015	FY14/15 WRCOG MEMBER DUES		
AP	12/31/2014	8,873.00	147869 C	001-0000-223.22-00	PERMIT #14-385	1/15/2015	TUMF FEE PERMIT #14-385 - 4171 EVERGREEN LANE		
AP	9/30/2014	106,253.21	146860 C	001-0000-223.23-00	SEPT1-SEPT30	10/23/2014	TUMF FEES COMMERCIAL-COYNE POWERSPORTS PERMIT# 14-225		
AP	9/11/2014	1,626.00	146525 C	001-0000-223.23-00	PERMIT 14-264	9/18/2014	TUMF FEES FOR CELL CITE - PERMIT # 14-264		
AP	7/31/2014	3,888.06	146323 C	690-9600-453.33-41	6707	9/4/2014	FY15 SOLID WASTE COOP DUES		
AP	7/24/2014	3,000.00	146156 C	001-2800-441.41-13	6693	8/21/2014	FY15 CLEAN CITY COALITION DUES		
AP	7/24/2014	3,000.00	146156 C	132-4900-446.41-13	6693	8/21/2014	FY15 CLEAN CITY COALITION DUES		
	FY15 TOTAL	166,015.53							
FY14									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	7/30/2014	22,942.93	146323 C	690-9600-453.33-11	6721	9/4/2014	OUTREACH SERVICES - 4TH QTR BILL - PO# 26349		
AP	4/7/2014	14,544.50	144624 C	690-9600-453.33-11	6609	4/24/2014	PROFESSIONAL SERVICES - PO# 26349		
AP	1/13/2014	4,992.47	143420 C	690-9600-453.33-11	6578	1/23/2014	OUTREACH SERVICES - 2ND QTR - PO# 26349		
AP	12/5/2013	8,873.00	143068 C	001-0000-223.22-00	NOV 1 - NOV 30	12/26/2013	TUMF FEE PAYMENT - NO ADDRESS OR PERMIT LISTED		
AP	10/10/2013	6,960.27	142632 C	690-9600-453.33-11	6547	11/21/2013	OUTREACH SERVICES - 1ST QTR - PO# 26349		
AP	9/25/2013	3,941.00	142381 C	001-1000-411.23-03	6482	10/31/2013	MEMBERSHIP DUES		
AP	9/19/2013	25	141937 C	001-1000-411.23-05	873	9/26/2013	COUNCIL MEMBER BOTTS ATTEND ADV THE CHOICE EXPO		
AP	8/21/2013	25	141459 C	001-1000-411.23-05	819	8/22/2013	COUNCIL MEMBER FRANKLIN ATTEND ADV THE CHOICE EXPO		
AP	7/31/2013	50	141304 C	702-3800-480.23-06	804	8/8/2013	WRCOG EXPO - REGISTRATION FEES - NO NAMES LISTED		
AP	7/31/2013	3,000.00	141458 C	132-4900-446.41-13	6499	8/22/2013	FY14 CLEAN CITIES COALITION DUES		
AP	7/31/2013	3,887.38	141458 C	690-9600-453.33-41	6511	8/22/2013	FY14 SOLID WASTE COOP DUES		
AP	7/31/2013	3,000.00	141458 C	001-2800-441.41-13	6499	8/22/2013	FY14 CLEAN CITIES COALITION DUES		
	FY14 TOTAL	72,241.55							

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) - V# 2690 - PAYMENTS BY FISCAL YEAR (DETAIL REPORT)

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FY13									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	7/15/2013	10,929.68	141304 C	690-9600-453.33-11	6472	8/8/2013	OUTREACH SERVICES - PO# 025705		
AP	6/20/2013	200	140560 C	610-5800-434.23-05	6132013	6/20/2013	ATTEND GEN ASSEMBLY - H. MERAZ		
AP	6/5/2013	200	140446 C	850-9200-490.23-05	6132013	6/13/2013	ATTEND GEN ASSEMBLY - B. MANNIS		
AP	6/5/2013	200	140447 C	001-2200-421.23-05	6132013	6/13/2013	ATTEND GEN ASSEMBLY - L. PURVIS		
AP	6/5/2013	200	140448 C	001-1900-412.23-05	6132013	6/13/2013	ATTEND GEN ASSEMBLY - J. OVERHOLT		
AP	6/5/2013	200	140449 C	660-6300-471.23-05	6132013	6/13/2013	ATTEND GEN ASSEMBLY - D. BURK		
AP	4/17/2013	12,717.34	139908 C	690-9600-453.33-11	6387	5/2/2013	OUTREACH SERVICES - 3RD QTR BILLING		
AP	3/27/2013	11,741.73	VOID C	001-0000-223.23-00		00/00/0000	VOID		
AP	3/27/2013	-11,741.73	VOID C	001-0000-223.23-00		00/00/0000	VOID		
AP	1/10/2013	30,321.56	138437 C	690-9600-453.33-11	6342	1/17/2013	RES/COM DIVERSION SVCS - PO# 25705		
AP	8/22/2012	3,887.38	137873 C	690-9600-453.33-41	6296	12/6/2012	SOLID WASTE COOP DUES		
AP	8/22/2012	6,000.00	137873 C	690-9600-453.41-13	6310	12/6/2012	CLEAN CITIES COALITION DUES		
AP	7/25/2012	3,941.09	135975 C	001-1000-411.23-03	6268	8/2/2012	FY13 MEMBER DUES		
FY13 TOTAL		68,797.05							

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FY12									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	7/24/2012	10,246.56	135975 C	690-9600-453.33-11	6113	8/2/2012	BANNING OUTREACH - 4TH QTR - PO# 25021		
AP	5/31/2012	62,850.00	135862 C	001-0000-223.23-00	PERMIT # 10-430	7/26/2012	WRCOG TUMF FEES - PERMIT # 10-430		
AP	5/11/2012	2,000.00	135368 C	001-1000-411.23-03	6221	6/20/2012	ANNUAL SPONSORSHIP		
AP	4/19/2012	95,459.00	134539 C	001-0000-223.23-00	PERMIT 11-438	4/26/2012	TUMF FEES - DOLLAR GENERAL - PERMIT # 11-438		
AP	4/11/2012	11,130.37	134538 C	690-9600-453.33-11	6192	4/26/2012	PROFESSIONAL SERVICES - 1/1/12-3/31/12 PO# 25021		
AP	3/7/2012	45	133891 C	001-1000-411.23-05	3/29/2012	3/15/2012	COUNCIL MEMBER ROBINSON - ADV THE CHOICE EXPO		
AP	3/5/2012	12,871.23	133785 C	001-0000-223.23-00	PREMIT 11-429	3/8/2012	TUMF FEES COMMERCIAL - PERMIT # 11-429		
AP	1/31/2012	7,093.00	133329 C	001-0000-223.23-00	PERMIT 11-244	2/9/2012	TUMF FEES -1300 COUNTRY CLUB DR - PERMIT # 11-244		
AP	1/31/2012	9,947.85	133612 C	690-9600-453.33-11	6172	2/29/2012	PROFESSIONAL SERVICES - 2ND QTR 11/12		
AP	12/15/2011	-15,043.66	132436 C	001-0000-223.23-00	11-228	12/8/2011	VOID		
AP	12/15/2011	15,042.66	132599 C	001-0000-223.23-00	11-228	12/15/2011	TUMF FEES - SUBWAY - PERMIT # 11-228		
AP	12/6/2011	15,043.66	132436 C	001-0000-223.23-00	11-228	12/8/2011	TUMF FEES - SUBWAY - PERMIT # 11-228		
AP	10/30/2011	12,798.32	132935 C	690-9600-453.33-11	6146	1/12/2012	PROFESSIONAL SERVICES - 1ST QTR - PO # 25021		
AP	8/31/2011	25	131170 C	001-1000-411.23-05	SUMMIT 9/8/11	9/1/2011	COUNCIL MEMBER FRANKLIN ATTEND ENERGY SUMMIT		
AP	8/31/2011	25	131170 C	001-1000-411.23-05	SUMMIT 9/8/11	9/1/2011	COUNCIL MEMBER ROBINSON ATTEND ENERGY SUMMIT		
AP	8/24/2011	25	131096 C	001-1000-411.23-05	RCT # 635	8/25/2011	COUNCIL MEMBER HANNA ATTEND ENERGY SUMMIT		
AP	8/16/2011	19,991.12	131443 C	690-9600-453.33-11	6097	9/22/2011	PROFESSIONAL SVCS - 4TH QTR 2011 - APRIL-JUNE		
AP	8/10/2011	3,858.31	131356 C	690-9600-453.33-41	6076	9/15/2011	FY12 SOLID WASTE COOP - PO # 24888		
AP	8/8/2011	3,000.00	131356 C	001-2800-441.41-13	6063	9/15/2011	FY12 CLEAN CITIES DUES - PO# 24912		
AP	8/8/2011	3,000.00	131356 C	132-4900-446.41-13	6063	9/15/2011	FY12 CLEAN CITIES DUES - PO# 24912		
FY12 TOTAL		269,408.42							
FY11									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/1/2011	1,500.00	129521 C	001-1000-411.23-05	SPONSORSHIP	5/12/2011	2011 GENERAL ASSEMBLY SPONSORSHIP		
AP	5/5/2011	15,096.30	130219 C	690-9600-453.33-11	5999	6/30/2011	PROFESSIONAL SVCS - 3RD QTR FY 2011 - PO# 24524		
AP	5/4/2011	40	129417 C	001-1000-411.23-05	PUB ENG SEMINAR	5/5/2011	HANNA - ATTEND PUBLIC ENGAGEMENT SEMINAR		
AP	12/31/2010	9,554.27	128779 C	690-9600-453.33-11	5959	3/24/2011	PROFESSIONAL SVCS - 1ST & 2ND QTR - PO# 24524		
AP	11/30/2010	-3,496.41	126880 C	001-0000-223.22-00	09-109	11/10/2010	VOID		
AP	11/9/2010	3,496.41	126880 C	001-0000-223.22-00	09-109	11/10/2010	TUMF FEES - PERMIT # 09-109 - BAL DUE PARCEL# 419-140-063		
AP	9/30/2010	4,437.00	126879 C	001-0000-223.22-00	10-305	11/10/2010	TUMF FEES - SFD - PERMIT # 10-305		
AP	7/21/2010	3,957.00	125474 C	001-1000-411.23-03	5916	8/5/2010	FY10-11 MEMBER DUES		
AP	7/12/2010	3,854.23	125663 C	690-9600-453.33-41	5897	8/19/2010	MEMBER DUES - PLANNING SERVICES		
AP	7/12/2010	6,000.00	125840 C	132-4900-446.41-13	5884	9/2/2010	FY11 CLEAN CITIES COALITION DUES		
FY11 TOTAL		44,438.80							

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FY10						
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date Description
AP	6/30/2010	40,779.50	125745 C	690-9600-453.33-11	5933	8/26/2010 PROFESSIONAL SVCS - FY2010 - 3RD & 4TH QTR - PO# 23532
AP	6/2/2010	75	124487 C	001-1000-411.23-05	WRCOG ASSEMBLY	6/10/2010 ROBINSON ATTEND WRCOG GENERAL ASSEMBLY
AP	4/21/2010	35	123876 C	001-3000-442.23-05	REGISTR. 4/2010	4/29/2010 BURK ATTEND ADV THE CHOICE EXPO
AP	2/4/2010	86,603.57	122725 C	001-0000-223.22-00	TUMF PAYMENT	2/10/2010 TUMF PAYMENT - TUMF PAYMENT - NO OTHER REFERENCE
AP	12/31/2009	17,455.17	122726 C	690-9600-453.33-11	5852	2/10/2010 PROFESSIONAL SVCS - 1ST & 2ND QTR - PO# 23532
AP	8/6/2009	6,000.00	119945 C	001-2800-441.41-13	5827	9/3/2009 FY10 CLEAN CITIES COALITION
AP	8/6/2009	3,854.23	119945 C	690-9600-453.33-41	5812	9/3/2009 FY10 SOLID WASTE COOP AGREEMENT
AP	7/17/2009	3,957.00	119368 C	001-1000-411.23-03	5777	7/23/2009 FY09-10 WRCOG MEMBERSHIP DUES
AP	7/10/2009	9,812.00	119259 C	001-0000-223.22-00	TUMF	7/16/2009 TUMF PAYMENT - 443 HATHAWAY - TUMF FEES ACCT
FY10 TOTAL		168,571.47				

FY09						
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date Description
AP	7/21/2009	10,046.00	119439 C	001-0000-223.22-00	06-819	7/30/2009 TUMF PAYMENT - INVOICE # 06-819
AP	6/30/2009	21,329.79	119439 C	690-9600-453.33-11	5796	7/30/2009 SOLID WASTE COOP AGREEMENT - PO# 22888
AP	6/8/2009	75	118668 C	001-1000-411.23-05	6252009	6/11/2009 18TH ANNUAL GENERAL ASSEMBLY REGISTRATION FEE
AP	6/8/2009	75	118668 C	001-1000-411.23-05	6252009	6/11/2009 18TH ANNUAL GENERAL ASSEMBLY REGISTRATION FEE
AP	6/8/2009	75	118668 C	001-1000-411.23-05	6252009	6/11/2009 18TH ANNUAL GENERAL ASSEMBLY REGISTRATION FEE
AP	6/8/2009	75	118668 C	001-1000-411.23-05	6252009	6/11/2009 18TH ANNUAL GENERAL ASSEMBLY REGISTRATION FEE
AP	6/8/2009	75	118668 C	001-1000-411.23-05	6252009	6/11/2009 18TH ANNUAL GENERAL ASSEMBLY REGISTRATION FEE
AP	6/8/2009	75	118668 C	001-1000-411.23-05	6252009	6/11/2009 18TH ANNUAL GENERAL ASSEMBLY REGISTRATION FEE
AP	5/13/2009	35	118239 C	001-1200-412.23-05	5262009	5/14/2009 FRANKLIN - ADV. GOODS MVMINT/IE WORKSHOP
AP	5/6/2009	8,399.86	118398 C	690-9600-453.33-11	5760	5/28/2009 SOLID WASTE COOP DEPT8 - PO# 22888
AP	3/19/2009	12,036.82	117389 C	690-9600-453.33-11	5746	4/9/2009 COMMERCIAL & INDUSTRIAL DIVERSION SERVICES
AP	3/17/2009	10,046.00	116965 C	001-0000-223.22-00	TUMF	3/19/2009 TUMF PAYMENT - TUMF PAYMENT - NO OTHER REFERENCE
AP	8/20/2008	3,854.00	113725 C	690-9600-453.33-41	5648	9/18/2008 SOLID WASTE COOP AGREEMENT - PO# 22626
AP	8/20/2008	6,000.00	113725 C	001-2800-441.41-13	5661	9/18/2008 CLEAN CITIES COALITION DUES
AP	8/20/2008	7,417.00	113725 C	690-9600-453.41-46	5672	9/18/2008 SOLID WASTE CLEANEST CITY CAMPAIGN - PO# 22626
AP	7/21/2008	5,361.00	112930 C	001-1000-411.23-03	5588	8/7/2008 WRCOG MEMBER DUES - INV# 5588
AP	7/17/2008	224,117.50	112711 C	001-0000-223.22-00	Jul-08	7/24/2008 TUMF PAYMENT - TUMF FEES ACCT - INV# JULY2018
FY09 TOTAL		309,092.97				

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FY08									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/30/2008	19,936.52	113351 C	690-9600-453.33-11	6302008	8/28/2008	RECYCLING PROGRAM - PO# 20193		
AP	6/9/2008	35	111954 C	670-7000-473.23-05	7302008	6/12/2008	AB32 WORKSHOP - EARTHART		
AP	5/27/2008	2,500.00	111598 C	001-4500-412.47-00	19-Jun-08	5/29/2008	SPONSORSHIP - INNOVATOR SPONSOR 2008		
AP	5/27/2008	14,901.61	112336 C	690-9600-453.33-11	5272008	6/30/2008	RECYCLING PROGRAM - PO# 20193		
AP	5/15/2008	22,845.71	111571 C	001-0000-223.22-00	Apr-08	5/22/2008	TUMF FEES - APRIL 2008		
AP	4/21/2008	182,593.28	110965 C	001-0000-223.22-00	TUMF FEES	4/24/2008	TUMF FEES: 07-619, 07-246		
AP	4/21/2008	8,193.00	VOID C	001-0000-223.24-00	MSHCP REMIT.	00/00/0000	VOID		
AP	4/21/2008	-8,193.00	VOID C	001-0000-223.24-00	MSHCP REMIT.	00/00/0000	VOID		
AP	3/13/2008	18,754.01	110356 C	690-9600-453.33-11	3132008	3/20/2008	PROFESSIONAL SERVICES - 2ND QTR FY07/08		
AP	1/7/1900	80	109082 C	670-7000-473.23-05	6-Feb-08	1/17/2008	WRCOG CHOICE EXPO REGISTRATION - EARTHART		
AP	12/14/2007	10,046.00	108688 C	001-0000-223.22-00	486 N ALLEN	12/20/2007	TUMF NOVEMBER - 486 N. ALLEN - TUMF FEES		
AP	12/4/2007	4,397.39	108532 C	690-9600-453.33-11	20071204	12/13/2007	DIVERSION COORDINATION - PO # 20193		
AP	9/30/2007	10,046.00	107544 C	001-0000-223.22-00	Sep-07	10/18/2007	TUMF FEES COLLECTED - TUMF FEES ACCT - INVOICE # SEPT2007		
AP	8/25/2007	-1,860.00	106492 C	001-0000-223.24-00	JULY, 2007	8/24/2007	VOID - WRONG VENDOR		
AP	8/25/2007	10,046.00	106499 C	001-0000-223.22-00	JULY, 2007	8/25/2007	TUMF FEES COLLECTED - TUMF FEES ACCT - INVOICE # JUL, 2007		
AP	8/23/2007	1,860.00	106492 C	001-0000-223.24-00	JULY, 2007	8/24/2007	MSCHP COLLECTED - MSHCP FEE ACCT - INVOICE @ JULY, 2007		
AP	8/9/2007	-5,215.60	106094 C	001-0000-223.22-00	#05-1104	8/2/2007	VOID		
AP	8/9/2007	5,215.60	106202 C	001-0000-223.22-00	#05-1104	8/10/2007	TUMF FEES - # 05-1104 - REPLACES CK# 106094 (SEE ABOVE)		
AP	8/9/2007	-10,803.25	106094 C	690-9600-453.33-11	6302007	8/2/2007	VOID - NEEDED SEPARATE CHECK		
AP	8/9/2007	10,803.25	106201 C	690-9600-453.33-11	6302007	8/10/2007	PROFESSIONAL SVCS - REPLACES CK# 106094 - PO# 020193		
AP	8/9/2007	-12,500.00	106094 C	690-9600-453.33-11	6302007	8/2/2007	VOID - NEEDED SEPARATE CHECK - PO@ 20193		
AP	8/9/2007	12,500.00	106201 C	690-9600-453.33-11	6302007	8/10/2007	PROFESSIONAL SVCS - REPLACES CK# 106094 - PO# 020193		
AP	8/8/2007	3,813.94	106801 C	690-9600-453.33-41	5546	9/13/2007	FY08 SOLID WASTE COOP - PO# 21433		
AP	8/8/2007	7,476.00	106801 C	690-9600-453.41-46	5559	9/13/2007	WRCOG CLEANEST COUNTY 2008 COMMUNITY PROMOTIONS - PO# 21433		
AP	8/8/2007	6,000.00	106801 C	001-2800-441.41-13	5571	9/13/2007	FY18 WRCOG CLEAN CITIES - PO# 21433		
AP	8/7/2007	5,361.00	106354 C	001-1000-411.23-03	5531	8/16/2007	FY08 WRCOG MEMBERSHIP DUES (PAID FROM COUNCIL ACCT 23-03)		
FY08 TOTAL		318,832.46							

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AP	7/26/2007	5,215.60	106094 C	001-0000-223.22-00	#05-1104	8/2/2007	TUMF FEES - BALANCE OF FEES DUE - INVOICE # 05-1104
AP	7/25/2007	10,803.25	106094 C	690-9600-453.33-11	6302007	8/2/2007	PROFESSIONAL SERVICES - 4TH QTR 06/07 - PO# 020193
AP	7/25/2007	12,500.00	106094 C	690-9600-453.33-11	06302007	8/2/2007	PROFESSIONAL SERVICES - 4TH QTR 06/07 - PO# 020193
AP	7/16/2007	19,386.00	105963 C	001-0000-223.22-00	JUNE, 2007	7/26/2007	TUMF FEES - JUNE, 2007
AP	6/5/2007	325.00	105215 C	001-1000-411.23-05	GEN ASSEM 6/21	6/14/2007	GEN ASSEMBLY MTG 6/21 - ALL 5 COUNCIL MEMBERS REGISTRATION FEE
AP	6/5/2007	65.00	105215 C	001-1200-412.23-05	GEN ASSEM 6/21	6/14/2007	GEN ASSEMBLY MTG 6/21 - CITY MGR ANSTINE
AP	6/5/2007	65.00	105215 C	001-1400-412.23-05	GEN ASSEM 6/21	6/14/2007	GEN ASSEMBLY MTG 6/21 - CITY CLERK CALDERON
AP	5/10/2007	21,398.40	104589 C	001-0000-223.23-00	#05-582 JULY 05	5/10/2007	TUMF FEES COMMERCIAL - OUTSTANDING TUMF FEES - #05-582 JULY 05
AP	5/10/2007	7,446.33	104589 C	860-9200-490.41-27	#05-582 JULY 05	5/10/2007	OUTSTANDING TUMF FEES - ECONOMIC INCENTIVES ACCT - #05-582 JULY 05
AP	4/30/2007	6,129.27	104590 C	690-9600-453.33-11	04302007	5/10/2007	PROFESSIONAL SVCS - 2ND QTR 06/07 DIVERSION - PO# 20193
AP	4/9/2007	65.00	104075 C	001-3000-442.23-05	16TH ASSEMBLY	4/12/2007	GEN ASSEMBLY MTG 6/21 - REGISTRATION (NO NAME)
AP	3/28/2007	9,693.00	104074 C	001-0000-223.22-00	FEBRUARY, 2007	4/12/2007	TUMF FEES - FEBRUARY, 2007
AP	3/28/2007	157,526.00	104074 C	001-0000-223.23-00	FEBRUARY, 2007	4/12/2007	TUMF FEES COMMERCIAL - FEBRUARY, 2007
AP	2/22/2007	58,158.00	103246 C	001-0000-223.22-00	Jan-07	3/1/2007	TUMF FEES COLLECTED - JANUARY 2007
AP	1/29/2007	105.00	102727 C	001-1000-411.23-05	2/8/2007	2/1/2007	REGISTRATION: ADVANCING THE CHOICE EXPO (SALAS/FRANKLIN/MACHIS(C)
AP	1/26/2007	10,381.26	103110 C	690-9600-453.33-11	4/3/5355	2/22/2007	PROFESSIONAL SERVICES: 2ND QTR DIVERSION - PO# 20193
AP	1/22/2007	7,643.00	102726 C	690-9600-453.33-11	01222007 C	2/1/2007	PROFESSIONAL SERVICES: DIVERSION - PO# 20193
AP	1/13/2007	19,386.00	102589 C	001-0000-223.22-00	NOV/DEC 2006	1/27/2007	TUMF FEES COLLECTED - NOV/DEC 06
AP	1/13/2007	314,160.00	102589 C	001-0000-223.23-00	NOV/DEC 2006	1/27/2007	TUMF FEES COMMERCIAL - NOV/DEC 2006 TUMF COLLECTED
AP	11/8/2006	9,693.00	101765 C	001-0000-223.22-00	OCTOBER, 2006	12/8/2006	TUMF FEES COLLECTED - OCTOBER, 2006
AP	10/19/2006	29,079.00	101344 C	001-0000-223.22-00	SEPTEMBER, 2006	11/16/2006	TUMF FEES COLLECTED - SEPTEMBER, 2006
AP	10/12/2006	-9,363.00	100642 C	001-0000-223.22-00	8/1/2006	10/5/2006	VOIDED AND REISSUED - WRONG AMOUNT
AP	10/12/2006	9,363.00		C	8/1/2006	00/00/0000	TUMF FEES - REPLACES CHECK NO. 100642
AP	10/12/2006	-14,868.00	100642 C	001-0000-223.23-00	8/1/2006	10/5/2006	VOIDED AND REISSUED - WRONG AMOUNT
AP	10/12/2006	14,868.00	100749 C	001-0000-223.23-00	8/1/2006	10/12/2006	TUMF FEES COMMERCIAL - REPLACES CHECK # 100642
AP	10/12/2006	-9,363.00		C	8/1/2006	00/00/0000	REPLACES CHECK NO. 100642
AP	10/12/2006	-14,868.00		C	8/1/2006	00/00/0000	REPLACES CHECK NO. 100642
AP	9/19/2006	330.00	101092 C	001-0000-223.22-00	BAL #05-921	11/2/2006	BALANCE OF TUMF DUE - BAL #05-921 - TUMF FEE ACCT
AP	8/31/2006	9,363.00	100642 C	001-0000-223.22-00	8/1/2006	10/5/2006	AUGUST 2006 TUMF FEES COLLECTED
AP	8/31/2006	14,868.00	100642 C	001-0000-223.23-00	8/1/2006	10/5/2006	AUGUST 2006 COMMERCIAL TUMF FEES COLLECTED
AP	8/31/2006	9,693.00	100749 C	001-0000-223.22-00	8/1/2006	10/12/2006	REPLACES CHECK NO. 100642
AP	8/31/2006	14,868.00		C	8/1/2006	00/00/0000	REPLACES CHECK NO. 100642
AP	8/17/2006	6,000.00	100266 C	001-2800-441.41-13	2/15/1915	9/14/2006	WRCOG - CLEAN CITIES COALITION - PO # 20199
AP	8/16/2006	3,839.00	100266 C	690-9600-453.33-41	1/27/1915	9/14/2006	WRCOG SOLID WASTE COOP 2007 - PO# 20199

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) - V# 2690 - PAYMENTS BY FISCAL YEAR (DETAIL REPORT)

									(10/31/17)
AP	8/16/2006	7,432.00	100266 C	650-9600-453.41-46	2/6/1915	9/14/2006	WRCOG CLEANEST COUNTY 2007 COMMUNITY PROMOTIONS - PO# 20199		
AP	7/31/2006	9,363.00	100134 C	001-0000-223.22-00	JULY, 2006	9/7/2006	TUMF FEES COLLECTED - TUMF FEE ACCT - JULY, 2006		
AP	7/13/2006	5,180.00	99354 C	001-1000-411.23-03	12/24/1914	7/21/2006	FY07 WRCOG MEMBERSHIP DUES		
	FY07 TOTAL	755,928.11							

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) - V# 2690 - PAYMENTS BY FISCAL YEAR (DETAIL REPORT)

(10/31/17)

Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description
AP	6/30/2006	21,744.00	99214 C	001-0000-223.22-00	JUNE, 2006	7/13/2006	TUMF FEES COLLECTED - JUNE, 2006
AP	6/7/2006	65.00	98586 C	001-1000-411.23-05	RSVP MACHISIC	6/8/2006	GENERAL ASSEMBLY 6/29/06 - RSVP MACHISIC
AP	6/7/2006	65.00	98586 C	001-1200-412.23-05	RSVP ANSTINE	6/8/2006	GENERAL ASSEMBLY 6/29/06 - RSVP ANSTINE
AP	6/7/2006	65.00	98586 C	001-1400-412.23-05	RSVP CALDERON	6/8/2006	GENERAL ASSEMBLY 6/29/06 - RSVP CALDERON
AP	6/7/2006	65.00	98586 C	690-9600-453.36-00	RSVP BURK	6/8/2006	GENERAL ASSEMBLY 6/29/06 - RSVP BURK
AP	6/7/2006	65.00	98586 C	690-9600-453.36-00	RSVP OEI	6/8/2006	GENERAL ASSEMBLY 6/29/06 - RSVP OEI
AP	5/31/2006	188,448.00	98704 C	001-0000-223.22-00	APRIL TUMF FEES	6/15/2006	APRIL 2006 TUMF FEES
AP	5/31/2006	21,744.00	98704 C	001-0000-223.22-00	MAY TUMF FEES	6/15/2006	MAY 2006 TUMF FEES
AP	5/31/2006	42,926.00	C	001-0000-223.24-00	APRIL MSHCP	00/00/0000	APRIL 2006 MSHCP FEE
AP	5/31/2006	4,953.00	C	001-0000-223.24-00	MAY MSHCP	00/00/0000	WRCOG MAY 2006 MSHCP FEES - INVOICE DATE: 5/31/16
AP	5/31/2006	-42,926.00	C	001-0000-223.24-00	APRIL MSHCP	00/00/0000	APRIL 2006 MSHCP FEES - NO CHECK NUMBER ASSIGNED (?)
AP	5/31/2006	-4,953.00	C	001-0000-223.24-00	MAY MSHCP	00/00/0000	MAY 2006 MSHCP FEES - NO CHECK NUMBER ASSIGNED (?)
AP	5/31/2006	10,000.00	98876 C	690-9600-453.33-11	5466	6/22/2006	PROFESSIONAL SVCS - GENERATION STUDY - PO# 19075
AP	5/11/2006	65	98225 C	001-1000-411.23-05	HANNA 6/29/06	5/18/2006	2006 GENERAL ASSEMBLY MEETING REGISTRATION (HANNA)
AP	4/26/2006	28,992.00	97987 C	001-0000-223.22-00	MARCH, 2006	5/4/2006	TUMF FEES - MARCH, 2006
AP	3/13/2006	7,248.00	97099 C	001-0000-223.22-00	FEBRUARY, 2006	3/16/2006	TUMF FEES - FEBRUARY, 2006
AP	2/23/2006	3,000.00	97258 C	001-2800-441.41-13	5446	3/23/2006	JAN 1 - JUN 30, 2006 - CLEAN CITIES COALITION
AP	1/31/2006	14,496.00	96408 C	001-0000-223.22-00	NOVEMBER, 2005	2/2/2006	TUMF FEES - NOVEMBER, 2005
AP	1/31/2006	12,269.00	96408 C	001-0000-223.22-00	DECEMBER, 2005	2/2/2006	TUMF FEES - DECEMBER, 2005
AP	1/31/2006	50,736.00	97099 C	001-0000-223.22-00	JANUARY, 2006	3/16/2006	TUMF FEES - JANUARY 2006
AP	10/31/2005	14,496.00	95101 C	001-0000-223.22-00	OCTOBER, 2005	11/17/2005	TUMF FEES - OCTOBER, 2005
AP	10/31/2005	8,989.09	95101 C	001-0000-223.23-00	OCTOBER, 2005	11/17/2005	TUMF FEES COMMERCIAL - OCTOBER, 2005
AP	10/25/2005	37,232.00	94743 C	001-0000-223.23-00	PERMIT #05-406	10/27/2005	BALANCE OF TUMF FEES DUE - PERMIT # 05-406
AP	9/30/2005	275,424.00	94743 C	001-0000-223.22-00	Sep-05	10/27/2005	TUMF FEES - SEPTEMBER, 2005
AP	9/9/2005	3,118.00	94090 C	001-1000-411.23-03	5413	9/21/2005	WRCOG DUES/SUBSCRIPTIONS (7/1/05 - 6/30/06)
AP	9/9/2005	7,432.00	94223 C	001-0000-218.22-21	5394	9/29/2005	CITY OF BANNING'S SHARE OF CLEANEST COUNTY PROMOTION
AP	9/9/2005	1,749.00	94224 C	690-9600-453.33-41	5380	9/29/2005	FY06 SOLID WASTE COOP - PO # 19076
AP	8/31/2005	21,744.00	94222 C	001-0000-223.22-00	Aug-05	9/29/2005	TUMF FEES, AUGUST 2005
AP	8/31/2005	19,950.00	94222 C	001-0000-223.22-00	Aug-05	9/29/2005	TUMF FEES, AUGUST 2005
AP	8/31/2005	23,845.12	94222 C	001-0000-223.23-00	Aug-05	9/29/2005	TUMF FEES COMMERCIAL - AUGUST, 2005
AP	7/31/2005	36,240.00	93838 C	001-0000-223.22-00	Jul-05	9/8/2005	TUMF FEES, JULY 2005
AP	7/31/2005	56,713.70	93838 C	001-0000-223.23-00	Jul-05	9/8/2005	TUMF FEES COMMERCIAL - JULY 2005
		FY06 TOTAL		865,999.91			

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) - V# 2690 - PAYMENTS BY FISCAL YEAR (DETAIL REPORT)

(10/31/17)

FY05									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/22/2005	10,000.00	92693 C	690-9600-453.33-11	001-6.22.2005	6/30/2005	OUTREACH PROGRAM - PO# 18511		
AP	6/8/2005	55	92433 C	001-1000-411.23-05	JUN 30 GEN MTG	6/16/2005	JUN 30 GEN MTG REGISTRATION - MACHISIC		
AP	6/8/2005	55	92434 C	001-1000-411.23-05	JUN 30 GEN MTG	6/16/2005	JUN 30 GEN MTG REGISTRATION - WELCH		
AP	6/8/2005	55	92435 C	001-1000-411.23-05	JUN 30 GEN MTG	6/16/2005	JUN 30 GEN MTG REGISTRATION - HANNA		
AP	6/8/2005	55	92436 C	001-1200-412.23-47	JUN 30 GEN MTG	6/16/2005	JUN 30 GEN MTG REGISTRATION - ANSTINE		
AP	5/31/2005	7,248.00	92343 C	001-0000-223.22-00	May-05	6/10/2005	TUMF FEES - MAY2005 - PERMIT # 05-366		
AP	4/30/2005	16,290.00	92208 C	001-0000-223.22-00	APRIL, 2005	6/2/2005	TUMF FEES - APRIL, 2005		
AP	3/31/2005	22,342.00	91392 C	001-0000-223.22-00	TUMPF MAR 2005	4/14/2005	TUMF FEES - MARCH, 2005		
AP	3/31/2005	4,607.00	91392 C	001-0000-223.22-00	TUMPF JUL 2004	4/14/2005	JULY04 TUMF FEES - MULTI-FAMILY		
AP	2/28/2005	63,656.92	C	001-0000-223.22-00	TUMPF FEB 2005	00/00/0000	TUMF FEES - FEBRUARY, 2005		
AP	2/28/2005	-63,656.92	C	001-0000-223.22-00	TUMPF FEB 2005	00/00/0000	VOID: TUMF FEES - FEBRUARY, 2005		
AP	2/28/2005	35,044.00	90804 C	001-0000-223.22-00	TUMPF FEB 2005	3/10/2005	TUMF FEES - FEBRUARY, 2005		
AP	2/28/2005	28,612.92	90804 C	001-0000-223.23-00	TUMPF COM FEB05	3/10/2005	TUMF FEES COMMERCIAL - FEBRUARY, 2005		
AP	2/22/2005	727,414.00	90571 C	001-0000-223.22-00	OCT04-JAN'05	2/24/2005	TUMF FEES OCT04-JAN'05 - JULY CORRECTION		
AP	10/1/2004	86,450.00	88443 C	001-0000-223.22-00	Sep-04	10/7/2004	TUMF FEES - SEPTEMBER, 2004		
AP	9/2/2004	19,950.00	87893 C	001-0000-223.22-00	Jul-04	9/3/2004	TUMF FEEES - JULY, 2004		
AP	9/2/2004	146,300.00	87893 C	001-0000-223.22-00	Aug-04	9/3/2004	TUMF FEES - AUGUST, 2004		
AP	8/23/2004	1,628.00	87894 C	690-9600-453.33-11	001-8.23.2004	9/3/2004	SOLID WASTE COOP PROGRAM		
AP	7/19/2004	3,410.00	87342 C	001-1000-411.23-03	001-0925503FY05	7/30/2004	WRCOG MEMBERSHIP DUES FY2005 (COUNCIL ACCT PAYS DUES)		
FY05 TOTAL		1,109,515.92							

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) - V# 2690 - PAYMENTS BY FISCAL YEAR (DETAIL REPORT)

(10/31/17)

FY04									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/29/2004	5,837.34	87342 C	690-9600-453.33-11	001-6.29.2004	7/30/2004	OUTREACH PROGRAM AB939 - PO# 17170		
AP	6/15/2004	55	86662 C	001-1000-411.23-05	WRCOG 6/24/04	6/17/2004	WRCOG GEN ASSEMBLY 6/24/04 - REGISTRATION: WELCH		
AP	6/15/2004	55	86663 C	001-1000-411.23-05	WRCOG 6/24/04	6/17/2004	WRCOG GEN ASSEMBLY 6/24/04 - REGISTRATION: HANNA		
AP	6/2/2004	19,950.00	86574 C	001-0000-223.22-00	MAY TUMF FEE	6/10/2004	TUMF FEES - MAY, 2004		
AP	4/12/2004	405,650.00	85708 C	001-0000-223.22-00	Mar-04	4/15/2004	TUMF FEES - MARCH, 2004		
AP	4/10/2004	192,850.00	86249 C	001-0000-223.22-00	APRIL 2004 TUMF	5/20/2004	TUMF FEES - APRIL, 2004		
AP	2/29/2004	292,600.00	85195 C	001-0000-223.22-00	Feb-04	3/11/2004	TUMF FEES - FEBRUARY, 2004		
AP	2/8/2004	252,700.00	84770 C	001-0000-223.22-00	Jan-04	2/13/2004	TUMF FEES - JANUARY, 2004		
AP	1/12/2004	186,200.00	84383 C	001-0000-223.22-00	NOV-DEC, 2003	1/15/2004	TUMF FEES - NOV-DEC, 2003		
AP	10/31/2003	93,100.00	83570 C	001-0000-223.22-00	JULY-OCT, 2003	11/20/2003	TUMF REMITTANCE - JULY-OCT, 2003		
AP	9/16/2003	3,410.00	82821 C	001-1000-411.23-03	001-0925503	10/3/2003	FY04 WRCOG MEMBERSHIP DUES		
AP	9/16/2003	1,671.00	84692 C	690-9600-453.23-03	5220	2/5/2004	SW DUES FY 2004 / DUES & SUBSCRIPTIONS ACCT.		
AP	7/10/2003	100	81643 C	001-1000-411.23-05	AUG 7 WRCOG12TH	7/18/2003	WRCOG 12TH ANNUAL - MAYOR PALMER		
FY04 TOTAL		1,454,178.34							
FY03									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	10/16/2002	1,671.00	78076 C	690-9600-453.33-11	001-10.16.2002	11/21/2002	FY2002-2003 SOLID WATER COOP SHARE		
AP	6/27/2002	3,410.00	75979 C	001-1000-411.23-03	001-062702	7/19/2002	FY2002-2003 MEMBERSHIP DUES		
FY03 TOTAL		5,081.00							
FY02									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/19/2002	-200	75319 C	001-1000-411.23-05	11TH/GEN.ASSEMB	6/6/2002	VOID: 11TH GENERAL ASSEMBLY - REGISTRATION FEE		
AP	6/19/2002	100	75512 C	001-1000-411.23-05	11TH/GEN.ASSEMB	6/21/2002	11TH GENERAL ASSEMBLY - HUNT/SALAS - REPLACES CK# 75319		
AP	6/3/2002	200	75319 C	001-1000-411.23-05	11TH/GEN.ASSEMB	6/6/2002	11TH GENERAL ASSEMBLY - REGISTRATION FEE		
AP	1/28/2002	1,815.00	73498 C	001-2800-441.41-13	TUMF TAC	2/14/2002	TUMF TAC PRO-RATA CONTRIBUTION TO TUMF - PO#F09302		
AP	7/31/2001	1,671.00	70562 C	690-9600-453.33-11	7/31/2001	8/10/2001	COOPERATIVE SOLID WASTE - PO#F08518		
AP	1/13/2001	3,570.00	70769 C	001-1000-411.23-03	001-011301	8/24/2001	WRCOG MEMBER JURISDICTION - PO# F08610		
FY02 TOTAL		7,156.00							
FY01									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	5/14/2001	160	69440 C	001-1000-411.23-05	WRCOG-10TH ANN.	5/18/2001	10TH ANNUAL GENERAL ASSEMBLY 5/31/01 - PO# F08104		
AP	7/20/2000	1,713.00	65526 C	690-9600-453.33-11	72000	8/4/2000	ANNUAL SHARE SUPPORT - SOLID WASTE COOP AGREEMENT		
AP	7/11/2000	3,400.00	65525 C	001-1000-411.23-03	DUES FY 2000/01	8/4/2000	WRCOG MEMBER DUES FY2000/01		
FY01 TOTAL		5273.00							

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(10/31/17)

FY00									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/19/2000	30	64981 C	001-1000-411.23-05	06/20/00 WRCOG	6/23/2000	WRCOG GENERAL ASSEMBLY REGISTRATION - JAN WAGES		
AP	6/15/2000	60	64834 C	001-1000-411.23-05	06/20/00 MTG	6/16/2000	WRCOG GENERAL ASSEMBLY REGISTRATION - MAYOR HUNT/COUNCILMAN JEN		
AP	11/18/1999	1,713.00	62094 C	690-9600-453.33-11	11/18/1999	12/3/1999	SOLID WASTE COOPERATIVE - PO# F05980		
AP	7/1/1999	3,400.00	60499 C	001-1000-411.23-03	F05432	7/30/1999	WRCOG MEMBER DUES - PO# F05432		
	FY00 TOTAL	5203.00							
FY1999									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/17/1999	60	60012 C	001-1000-411.23-05	F05260	6/25/1999	HUNTS & JENKINS MTG - COUNCIL TRAVEL ACCT - PO# F5260		
AP	1/21/1999	1,687.92	59045 C	001-4500-412.33-11	FPO4983	4/15/1999	PROPORTIONAL SHARE - PO# F04983		
AP	8/19/1998	1,713.00	56028 C	690-9600-453.33-11	081998WRCOG	9/2/1998	ANNUAL SHARE FUNDING SUPPORT FOR SOLID WASTE COOP		
AP	7/1/1998	3,400.00	55605 C	001-1000-411.23-03	F03837	8/5/1998	WRCOG ANNUAL DUES - PO# F03837		
	FY99 TOTAL	6860.92							
FY1998									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	6/29/1998	30	55406 C	001-1000-411.23-05	FPO3732	7/22/1998	WRCOG MEETING - MAYOR HUNT		
AP	10/21/1997	100	51080 C	670-7010-473.27-02	FPO2662	10/29/1997	REGISTRATION FOR MANJIT		
AP	8/19/1997	1,475.00	51,747.00 C	690-9600-453.33-11	81997	12/10/1997	ANNUAL SHARE FUNDING - SO - PO# 007892		
AP	8/19/1997	238	51747 C	690-9600-453.33-41	81997	12/10/1997	ANNUAL SHARE FUNDING - SO - PO# 007892		
AP	7/11/1997	3,400.00	50,872.00 C	001-1000-411.23-03	FPO2609	10/15/1997	FY MEMBERSHIP DUES		
	FY98 TOTAL	5243.00							
FY1997									
Type	Invoice Date	Amount	Check #	Acct#	Inv#	Check Date	Description		
AP	9/11/1996	3,400.00	44070 C	001-1000-411.23-03	090396CC	9/11/1996	FY MEMBERSHIP DUES - PO# F00917		
AP	9/4/1996	176.17	44416 C	703-3700-480.30-19	SEPT 4 1996	10/2/1996	COMPUTERS, DP & WORD PROCESSING - PO# 005186		
	FY97 TOTAL	3,576.17							
FY1996 - NO TRANSACTIONS IN NAVILINE									
FY1995 - NO TRANSACTIONS IN NAVILINE									
FY1994 - NO TRANSACTIONS IN NAVILINE									

ATTACHMENT 3



Frequently Asked Questions Transportation Uniform Mitigation Fee (TUMF) Program

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participates in the TUMF Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these jurisdictions, the Riverside Transit Agency (RTA), and the Western Riverside Regional Conservation Authority (RCA). Fees are used for planning, engineering, right-of-way acquisition, and construction of eligible TUMF facilities and acquisition of open space.

Below are responses to some "Frequently Asked Questions" regarding the TUMF Program. WRCOG staff is happy to provide a presentation on the Program to private sector and public agency groups that are interested in hearing more detailed information. Contact Chris Gray, Director of Transportation at gray@wrcog.cog.ca.us or at 951 955-8304 to schedule a presentation.

Comment: *Where did the directive for developing the TUMF Program come from?*

Response: The directive for doing so came from the citizens of Riverside County. In 2002, Riverside County voters overwhelmingly approved a ½-cent transportation sales tax, commonly known as Measure A. By taxing themselves, voters put their own "skin in the game" to ensure that our quality of life, at least from a transportation viewpoint, would be improved.

But the voters also realized they could not do it all. They also approved the Measure's "Transportation Improvement Plan" which contemplated significant expenditures to come from "*revenues to be generated by the cities and County implementing a Transportation Uniform Mitigation Fee.*" Riverside County voters approved Measure A with the expectation that a plan would also be implemented to ensure that new development pays its fair share to mitigate impacts to the region's road system. The TUMF Program fulfills those voter expectations.

Question: *How is the fee determined?*

Response: In order for a fee program to be established, State law (Mitigation Fee Act) requires that a "Nexus Study" be prepared to establish the relationship between new growth in the region and the need for transportation improvements to mitigate the traffic impacts from new development. WRCOG prepares the Nexus Study that involves a multi-step process that examines, among other variables, future growth in the region, the road network needed to serve new development, and the estimated cost of needed improvements. The Nexus Study identifies

each of the land use's proportional share of the traffic impacts and provides a fee schedule charged to future residential and non-residential development.

Question: *Why a regional approach instead of just having individual jurisdictions setting their own fees?*

Response: City and County boundaries in Western Riverside County do not mean much when it comes to how people drive. A regional approach allows for a comprehensive examination of how travel occurs across the "commute shed," which allows for a more connected, comprehensive and meaningful regional system to be built – where roads do not bottleneck, for example, simply because they cross from one city to the next.

Question: *What is WRCOG's role, and what are the roles of the other Program partners?*

Response: WRCOG is the administrator of the TUMF Program. It develops the "Nexus Study," the document that serves as the technical and legal anchor for the Program fee. WRCOG receives the fees collected from member jurisdictions, and distributes them to the Riverside County Transportation Commission, the local jurisdictions, the Riverside Transit Agency, and the Western Riverside Regional Conservation Authority in accordance with the Nexus Study.

The Program's partners mentioned above, are generally responsible for prioritizing facilities that are "TUMF-eligible" to be constructed, and for managing all contracts needed for planning, engineering, and construction of projects.

Comment: *I've heard that TUMF has a negative impact on the economy. Is this true?*

Response: There exists considerable contemporary research demonstrating the positive linkages between a high quality transportation network and a top performing economy. According to the [2014 Economic Analysis of Transportation Infrastructure Investment prepared by the National Economic Council and the President's Council of Economic Advisors](#),

"A well-performing transportation network keeps jobs in America, allows businesses to expand, and lowers the price on household goods to American families. The economic benefits of smart infrastructure investment are long-term competitiveness, productivity, innovation, lower prices, and higher incomes, while infrastructure investment also creates many thousands of American jobs in the near-term."

Conversely, the disadvantages of inadequate transportation investments are costly to the economy. The report notes that Americans spend a whopping 5.5 billion hours in traffic each year, costing families more than \$120 billion in extra fuel and lost time. American businesses pay \$27 billion a year in extra freight transportation costs, which increases shipping delays and raises prices on everyday products. A recent study from the [Duke University Center on Globalization, Governance and Competitiveness](#) found that underinvestment in transportation infrastructure costs the United States more than 900,000 jobs,

including more than 97,000 manufacturing jobs. The report doesn't mince words in concluding that

"Our decaying infrastructure is creating a significant drag on the economy."

The Duke University report also states that every \$1 invested in transportation infrastructure creates more than \$3.5 dollars in economic return. Further, it indicates that more than 21,000 jobs are created per each \$1 billion invested in transportation infrastructure.

TUMF is a \$3.3 billion Program, which translates to the creation of nearly 70,000 new jobs, which makes it one of the largest job producing programs in Riverside County. And, these are private sector jobs that provide the planning, engineering and construction of TUMF facilities.

Comment: *Isn't the TUMF Program really just a tax?*

Response: TUMF is a fee, not a tax, and there is an important distinction. The TUMF is applied only to new development projects for the express purpose of mitigating the impact that new development will have on the transportation network, as demonstrated by the "Nexus Study." Existing property owners do not pay TUMF.

A tax, for whatever purpose it is used for, is levied on all citizens.

Comment: *Don't TUMF fees negatively impact the ability to construct new homes and businesses in Western Riverside County?*

Response: It does not appear so. During the recent economic recession, WRCOG's Executive Committee adopted a policy that gave local jurisdictions the opportunity to discount TUMF by 50%. Ten (10) of WRCOG's 17 jurisdictions did so, under the assumption that the fee reduction would spur development. Subsequent tracking of permit activity in Western Riverside County showed no statistical change in the rate of development between full and discount fee jurisdictions during the period when the fee reductions were in place. In fact, trend lines showed that permit activity was slightly lower in the jurisdictions that had the reduced TUMF.

TUMF represents only about 2% to 3% of a typical monthly mortgage payment (assuming that the developer passes TUMF costs to the eventual homeowner by adding the fee amount to the price of a new home). It is likely that development activity would be more significantly impacted by economic factors such as the available housing stock, consumer demand, interest rates, land and material costs, labor costs and other factors, all of which can fluctuate significantly from one year to the next.

WRCOG is currently in the process of undertaking a comprehensive analysis of how development impact fees and increases over time might impact the development community compared with other development costs. The study will also examine the benefits of sound vs. unsound transportation infrastructure on

the ability of a community to improve economically. The results of the study are anticipated in Summer 2016.

Comment: *I've heard that TUMF fee increases are excessive and random. What's the deal?*

Response: Any proposal to increase TUMF undergoes a rigorous vetting process and incorporates a number of well-known approved and nationally respected factors and indices. From 2003 - when the TUMF Program commenced - to today, the fee on a single family residential home has increased by about 33%. Compare this to increases in a number of items tracked from 2002 through 2012 by the U.S. Bureau of Labor Statistics. During that time, prices for the cost of coffee (up 90%), ground beef (up 61%), eggs (up 73%), and wine (up 60%) are just a few of the thousands of items that, like pretty much everything, increased in cost during that period. The average prices of cars (up 24%), shoes (up 37%), and a refrigerator (up 56%) provide a sampling of non-food items that have increased in cost from 2003 – 2015.

The cost of building transportation infrastructure increases over time as well. Think about this; while the ½ cent transportation sales tax we pay on the cost of taxable items itself never increases, virtually everything it is attached to – taxable goods like those mentioned above – does. By being attached to the costs of goods that are always increasing in price, the amount paid in Measure A sales tax is constantly increasing as well, which allows the value of the Measure A dollar to keep pace with the real cost of road-building.

Increasing the TUMF, on the other hand, requires analysis, review, and approval by governing bodies. It does not occur automatically. As with Measure A, it is important that the TUMF dollar keep pace with increasing land, labor, and materials. By not adjusting the fee to keep pace with these costs, the TUMF's "buying power" gets reduced. What we think we can build, we cannot and our ability to improve transportation infrastructure lessens, and our quality of life – as measured in increased hours of delay and reduced productivity – is diminished.

Question: *The TUMF sets a maximum fee level. Is there any harm in charging lower fees?*

Response: Lower fees might make the Program more palatable to some, but then new development is not fully mitigating its impacts on the system, which is precisely what the fee is intended to do.

If fees are lowered for some period of time, the revenue that was not collected cannot be recouped by charging more in the future, or by charging more to land use categories that might be thought to be better able to absorb the fees, that is against the law. Further, when the fee is reduced from what is identified in Nexus Study, the law requires the funding gap must be made up from some other source other than the fee program. Most often, it is local government that bears the responsibility of closing the funding gap, not the private sector.

Question: *Are there any exemptions?*

Response: Yes, several development types are exempt from the TUMF , such as: Low income residential housing, Government and Public buildings, Public and Private Schools (K-12 not for profit), rehabilitation or reuse of an existing building, Development agreements prior to July 2003, and the Sanctuary building of church or house of worship, to name a few.

Question: *Are credits and reimbursements allowed?*

Response: Yes. The program allows for private developers to build roadways, grade separations, and even interchanges as a way to offset their TUMF obligations. The program even allows developers who build an improvement where the cost exceeds their TUMF obligation to receive reimbursement up to certain limits set forth in the program.

Question: *How is project eligibility determined?*

Response: The short answer: If it's identified in the Nexus Study Network, it's eligible. Arterial segments and facilities are screened through a six-step criteria selection process. Arterials must be regional (multi-jurisdictional), have a minimum of 4 lanes at build-out, forecasted to an excess of 20,000 vehicles per day by 2035, and have a volume to capacity ratio of 0.90 (Level Of Service E) or greater by 2035, to name a few. For some perspective, a Level of Service E means that 90% of the road's ability to carry traffic is being used.

Question: *Do the jurisdictions work together to determine which projects get built?*

Response: Yes. Cities and the County are grouped into 5 TUMF Zones. Each Zone is a specific geographic area in the WRCOG subregion that have common transportation issues. Zone level meetings occur among the public works, executive management, and elected officials who select which projects are to be prioritized. Each TUMF Zone receives 46.39% of TUMF revenues that are collected from the jurisdictions in that Zone.

Question: *Are matching funds to build projects required?*

Response: Matching funds are not required to receive TUMF funding. However, demonstrated matching funds will elevate a project's prioritization.

Question: *Are appeals allowed?*

Response: Yes. The TUMF Administrative Plan provides for an appeals process in cases where a developer believes fees have been applied incorrectly. The process calls for developer, jurisdiction staff, and WRCOG to attempt to address issue. If not resolved, the matter goes to WRCOG Executive Committee for final determination.

Comment: *How much of TUMF is really used for road and transit improvements?*

Response: While WRCOG does use a portion of TUMF funds collected to administer the Program, the Agency modeled its administration costs after those used by RCTC for administering Measure A. 1% of collected revenues is for salaries and benefits, and up to 3% can be used for direct expenses such as legal counsel and consultants, for a total of 4% for Program Administration. That means that, at a minimum, 96% of TUMF fees are used for building infrastructure. These include costs related to planning, engineering and construction, tasks that are performed by the private sector. TUMF funds are ultimately directed to the private sector, which builds public infrastructure to benefit the subregion's future residents and employers. You can see the value of the TUMF program through the 85 projects (as of 2016) which have been funded by TUMF including:

- Columbia Avenue Grade Separation – City of Riverside
- Ramona Expressway Widening – City of San Jacinto
- Nason Street/SR-60 Interchange – City of Moreno Valley
- Desert Lawn Drive Widening – City of Calimesa
- Perris Transit Center – City of Perris
- SR-79 Winchester Road Widening – County of Riverside

To find out more about what projects have been delivered through the TUMF program, please see our 85 and Counting Report here on WRCOG's website.

Question: *How can I find out more about WRCOG's TUMF Program?*

Response: To learn more about WRCOG's TUMF Program, please refer to the TUMF Annual Report (2015 Edition) and on the WRCOG website at www.wrcog.cog.ca.us and select the TUMF link. To request a presentation, please contact Chris Gray, WRCOG's Director of Transportation, at gray@wrcog.cog.ca.us or at 951-955-8304.

ATTACHMENT 4

Western Riverside Council of Governments Information for the City of Banning

Recognizing that many issues related to **growth** are not constrained by political boundaries, the general **purpose** of WRCOG is to work **collaboratively** with our **members** on addressing issues and administering **programs** that collectively **benefit** the subregion's **future**.

**Respect local control...
provide regional perspective.**



Program Highlights

Transportation Uniform Mitigation Fee (TUMF) Program

The TUMF is a collaborative partnership between WRCOG member agencies, the Riverside County Transportation Commission (RCTC), and the Riverside Transit Agency (RTA) to collect fees from development to ensure it pays its fair share for future impacts on transportation facilities.

- **\$5 million**—City of Banning TUMF revenue since inception
- **\$123 million**—City projects included in the 2016 TUMF Nexus Study
- Major Pass Zone projects with TUMF contributions:
 - ⇒ Sunset Avenue Grade Separation—**\$4.2 million** TUMF (completed 2016)
Watch the video here: www.wrcog.us/224/Videos
 - ⇒ Desert Lawn Dr. (Palmer Ave. to Cherry Valley Blvd.) Widening—**\$1.6 million** TUMF (completed 2010)
 - ⇒ I-10 Bypass (Hargrave St. to Apache Trail) and Bridge—**\$2.5 million** TUMF (underway)
 - ⇒ Cherry Valley Blvd. / I-10 Interchange—**\$7 million** TUMF (underway)
- Pending TUMF Credit Agreement for Highland Springs Ave.
- Banning's participation in TUMF allows City to receive **\$1 million** in Measure A annually.
- WRCOG settlement with the City of Beaumont will provide:
 - ⇒ **\$2 million**—Highland Springs Ave.
 - ⇒ Minimum of 50% proceeds from settlement return to Pass Zone—**\$10 million** minimum.

Property Assessed Clean Energy (PACE) Programs

WRCOG administers three major PACE programs (HERO, SAMAS Commercial, and CaliforniaFIRST) which provide financing to residential and commercial property owners for energy efficient, renewable energy, and water conservation retrofits.

- City of Banning HERO Program Accomplishments:
 - ⇒ 256 homes improved
 - ⇒ 558 projects approved
 - ⇒ **\$4.6 million** in financing
 - ⇒ **\$7.9 million** in economic stimulus
 - ⇒ 39 jobs created

Improvements

Type	Total Installed	Bill Savings
Energy	375	\$4.06M
Solar	86	\$2.82M
Water	11	\$73.1K

Statistics

WRCOG Subregion

- 2,054 square miles
- 19 jurisdictions
- 2 water districts
- 1 tribal nation
- 1 education representative



Sunset Avenue
Grade Separation

Demographics

Population		
	2010	2040
Banning	29,539	60,321
WRCOG	1,741,597	2,580,802

Housing		
	2010	2040
Banning	10,838	22,575
WRCOG	628,547	835,912

Employment		
	2010	2040
Banning	6,780	17,893
WRCOG	434,128	927,473

Data from Southern
California Association of
Governments 2016-2040
RTP/SCS.

WRCOG
4080 Lemon Street
Riverside, CA 92501
www.wrcog.us

Western Riverside Council of Governments

Information for the City of Banning

Recognizing that many issues related to **growth** are not constrained by political boundaries, the general **purpose** of WRCOG is to work **collaboratively** with our **members** on addressing issues and administering **programs** that collectively **benefit** the subregion's **future**.

**Respect local control...
provide regional perspective.**



Program Highlights

Solid Waste / Recycling Programs

- Information and free materials to public annually at the Banning Disaster Preparedness Expo and Banning Stagecoach Days event
- Used Oil Events: Banning residents recycled 70 gallons of used motor oil and WRCOG handed out 15 free oil filters to community members in 2016.
- WRCOG prepares City's Electronic Annual Report to satisfy CalRecycle mandates for solid waste diversion efforts (*most recent report filed August 3, 2017*).

Local Assistance Programs

- BEYOND Framework Fund: **\$101,964** provided for park facilities upgrades.
- Public Service Fellowship: WRCOG-funded Fellow served in City Manager's office July 2016—March 2017, and current Fellow is working at the City through March 2018 (**\$20,000** annual value).
- In-kind staff support for development of local healthy communities initiative.
- WRCOG providing grant writing assistance on behalf of City to seek funding from South Coast Air Quality Management District.
- Research and studies conducted on behalf of City/subregion for many topics, including
 - ⇒ Active transportation
 - ⇒ Regional fee comparison
 - ⇒ Sustainability
 - ⇒ Economic and workforce development
 - ⇒ Electric vehicle preparedness
 - ⇒ Water quality



Lions Park in Banning.

Connect

Follow WRCOG on our many online and social media platforms to stay up to date on the latest actions, news, and upcoming events!

- eCommunicator: a bi-monthly newsletter
- Online news releases
- Facebook
- Twitter
- LinkedIn
- YouTube Channel

Engage

Or attend one of our many events and informational opportunities throughout the year!

- Annual General Assembly & Leadership Address
- Future of Cities Conference
- Environmental Lunch & Learns
- Public Health and Healthy Communities workshops
- Water Task Force Speaker Series
- Bus Tours of regional points of interest

WRCOG
4080 Lemon Street
Riverside, CA 92501
www.wrcog.us

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HERO is a Property Assessed Clean Energy (PACE) Program that is administered by the Western Riverside Council of Governments.

- HERO provides financing for energy efficient, water conservation, and renewable energy improvements to residential and commercial property owners.
- HERO promotes property-secured energy efficiency improvements without relying on public money.
- HERO stimulates the local economy, saves consumers money on their utility bills, and reduces greenhouse gas emissions.
- Energy efficiency improvements can improve a homeowner's comfort, lower utility bills, and boost property values.
- HERO makes it possible for property owners to make smart choices by installing the most energy-efficient improvements available.

The Program is voluntary. Interested residential and commercial property owners receive long term financing (up to 20 years) for these improvements, which is repaid through an assessment on their property taxes.

RESULTS*

WRCOG Subregion (since 2011)

18,000+ completed projects

\$358 million funded

Statewide Program (since 2013)

319 Associate Members

25,000+ projects completed

\$562+ million funded

*2011 to April 2016

Frequently Asked Questions



Q: What is the HERO Program, and how does it work?

A: The HERO Program is a financing mechanism that allows residential and commercial property owners to make energy efficient, water conservation, and renewable energy improvements to homes and businesses and to pay for these investments over time through their property tax bills.

Q: What types of improvements are available under the HERO Program?

A: Typical projects that would be covered under HERO include: solar photovoltaic (PV) systems; energy efficient space heating, air cooling and ventilation (HVAC); cool roof systems; windows, skylights, and doors; solar thermal water heating; air sealing and weatherization; insulation; water heating; indoor energy efficient light fixtures; and water efficiency measures. Financing is used only for eligible products that meet Energy Star, California Title 24 Code, or WaterSense requirements.

Q: How do homeowners apply for the HERO Program?

A: Thousands of contractors are now partners in the HERO Program and can help walk property owners through the application process. Property owners can also initiate the application process themselves at www.heroprogram.com.

Q: Compared to other energy efficiency financing options, how competitive is HERO?

A: HERO offers rates that are equal to or significantly lower than some other financing mechanisms typically used to pay for energy efficiency improvements. Interest rates range from approximately 5.95-8.35% annually. Approval for HERO is primarily based on the value of and equity available in the property where the improvements will take place.

Q: What happens if the property is sold before the HERO improvements are paid off?

A: Any unpaid balance on improvements made through the Program can transfer to the new owner upon sale of the property. It is possible that the buyer's mortgage company would require the balance to be settled in escrow. In such instances, HERO does offer the ability to contractually subordinate the assessment to the first mortgage holder.

Q: Where can I get more information on the HERO Program?

A: Visit the website at www.heroprogram.com

Western Riverside Council of Governments
4080 Lemon Street
Riverside, CA 92501
www.wrcog.ca.us
(951) 955-7985



Goldstein Investigation: How Going Green Might Have You Seeing Red In The End

April 30, 2016 12:13 AM

LOS ANGELES (CBSLA.com) — Dan Mason of Bellflower had solar panels installed on his roof.

“I just think solar is a good idea,” he said.

He and his wife Kerry are nearing retirement and hired All American Design after hearing their sales pitch.

“They came in and he said your utilities are going to be cut in half. And basically the installation and all would be covered with government programs. Rebate programs,” Mason said.

But it turns out the government program they thought they signed up for was really a private company called Ygrene. It provides financing for energy-efficient upgrades to homes.

And the \$37,000 cost of the solar wasn’t covered by a government program at all but is paid through an assessment on their property taxes. At 6 1/2 percent interest, it works out to nearly \$5,000 a year for 10 years.

There was no mention that the cost was going on to their property taxes, Mason said.

Nyssa Wilson of the state contractors license board says the Masons are typical targets of salespeople pushing green energy.

“I would say a good number of our complaints come from the elderly,” Wilson said.

So, Goldstein had a senior citizen call several contractors, and he set up a house with hidden cameras to see what would happen.

"My name is Larry from All American Design," the sales representative said.

All American Design is the company the Masons used. And they say Larry Sanchez is the same salesman who came to their house.

He told the client that their home would be part of a HERO program — that stands for Home Energy Renovation Opportunity. It's a private company like Ygrene, approved by local governments to set up repayment of loans through the homeowner's property taxes. The money can be used for anything from air-conditioning to windows to doors — it's just not a government entity. But you'd never know it from his pitch.

In turn, the HERO loans make it harder for many homeowners to sell their property. In fact, only a third have.

What Sanchez didn't say was that state licensing board has recommended that All American Design's license be suspended or revoked because of numerous unrelated violations.

When Goldstein showed up, the sales pitch was over.

When asked if people had trouble selling their homes if HERO was attached, Sanchez said "Talk to HERO."

And Sanchez had a parting thought.

He said to Goldstein, You suck, by the way."

The Masons say their effort to go green has now derailed their retirement plans if it means they can't sell their home.



Veteran in Montebello Says He's Losing Home After Signing Up for HERO Program

POSTED 7:43 AM, NOVEMBER 7, 2017, BY KACEY MONTOYA AND ANTHONY KURZWEIL, UPDATED AT

09:08AM, NOVEMBER 7, 2017eteran

Roy Gutierrez, a Vietnam War veteran who lives in Montebello, says he's about to lose his home after signing up for a government-backed program, which he now refers to as a "scam."



Roy Gutierrez is seen in an image posted to a GoFundMe page.

About three years ago, Gutierrez says his problems began with a knock on the door from someone promoting Home Energy Renovation Opportunity (HERO). The representative said he could help the veteran fix up his home for about \$250 a month.

Work began quickly and continued for months, with new projects continuously being added on, according to Gutierrez.

When the work was finally completed, Gutierrez's bill was over \$47,000, far more, he says, than the original quote of about \$20,000.

Gutierrez says the debt was added to his property taxes.

"My taxes went from \$4,000 a year to \$11,000 a year. Everything from there just tumbled down. I couldn't afford the payments," Gutierrez said.

When his friend and neighbor Juliann Collins heard that Gutierrez was about to lose his home, she stepped in to try to help.

"They didn't check to see if he had equity in his home, because he did not. ... He was on a loan modification. He didn't have 90 percent or whatever they say in order to qualify. So technically he didn't qualify for the program. But they still went ahead and they opted him into it," Collins said.

A real estate lender who talked to KTLA described this type of program as predatory lending.

"They come in and they tell you a certain amount. They never really tell you what's the interest on top of interest," John Ceballas said.

According to a [Los Angeles Times story](#) about increasing concern over loans like the one Gutierrez signed up for, the HERO program is run by San Diego-based Renovate America. It's one of several government-approved Property Assessed Clean Energy loan programs, which have been drawing scrutiny from regulators and lawmakers in recent years.

The loans are secured by a lien against the homeowner's property – and if the loan isn't paid, a foreclosure can occur. Borrowers don't put any money down and often don't see a bill for several months, the Times reported.

A spokesman for the Riverside County District Attorney confirmed Monday that the office is continuing [an investigation into the program](#) that began in 2015.

Gutierrez, who served in an artillery unit in Vietnam, says he regrets ever signing up for the HERO program.

"I feel bad because I made the mistake of trusting somebody," Gutierrez said.

A [GoFundMe page](#) has been set up to help Gutierrez raise money to keep his home.

A representative for the HERO program says all state regulations were followed in approving financing for Gutierrez.

According to [its website](#), HERO helps home owners finance energy-efficient products, which reduce utility bills and increase the home's value.

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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: November 14, 2017

SUBJECT: Discuss and Consider Approving Draft Language and Release of RFP No. 17-098 – Regional Real Estate Services

RECOMMENDED ACTION:

The City Council approve draft language for regional real property brokerage services and authorize staff to release Request for Proposal ("RFP") No. 17-098 – Regional Real Estate Brokerage Services to Sell/Develop Former Paseo San Gorgonio Site (+/-5.47 Acres), Downtown Banning.

JUSTIFICATION:

The City entered into a settlement agreement with Banning Office Venture, LLC and Vanir Group of Companies, Inc. ("Developer") on June 27, 2017 to settle a lawsuit filed by the City for breach of contract. According to the agreement, the Developer would release all interest in the property in favor of the City. In exchange, the City would market for sale/development within a total term of three years. According to the settlement agreement, the City is required to either solicit through an RFP process, a developer or a regional real estate brokerage firm to assist in disposing of the property. In order to remain in compliance with the agreement, an RFP would need to be published within 150 days of the fully executed agreement, which is approximately November 27th, 2017. With Council approval of this item, the RFP would be published on November 17th, 2017.

The RFP, as drafted provides for a cursory staff review and the option for the City Council to interview qualified proposing firms during the first Council meeting in January 2018.

Staff prepared a draft scope of work and presented it to the Downtown Adhoc Committee in October with comments received and incorporated into the draft.

FISCAL IMPACT:

None.

OPTIONS:

1. Approve as recommended
2. Do not approve and provide alternative direction.

ATTACHMENTS:

1. Draft RFP No. 17-098
2. Agreement for the Reverter of Real Property Pursuant to Purchase and Sale Agreement

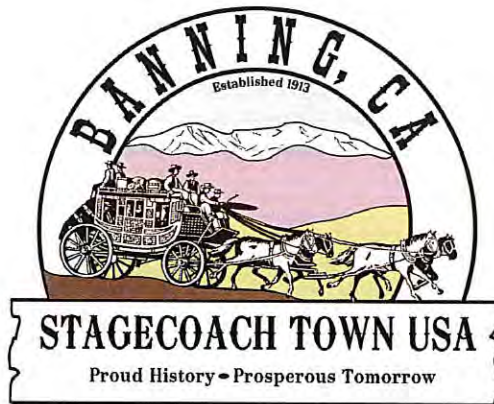
Approved by:

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

Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Draft RFP No. 17-098



REQUEST FOR PROPOSAL

FOR

17-098

**REGIONAL REAL ESTATE BROKERAGE SERVICES TO SELL/DEVELOP FORMER
PASEO SAN GORGONIO SITE (+/-5.47 ACRES), DOWNTOWN BANNING**

CITY OF BANNING

Community Development Department

99 East Ramsey Street

Banning, California 92220

Released on November 17th, 2017

REQUEST FOR PROPOSAL (RFP) NO. 17-098

REGIONAL REAL ESTATE BROKERAGE SERVICES TO SELL/DEVELOP FORMER PASEO SAN GORGONIO SITE (+/-5.47 ACRES), DOWNTOWN BANNING

Dear Proposers:

The City of Banning (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for Regional Real Estate Brokerage Services to Sell/Develop Former Paseo San Gorgonio Site (+/-5.47 Acres), Downtown Banning.

NOTICE IS HEREBY GIVEN that online bid price and document submittal must be uploaded to the online bid system in accordance with the instructions included within bid documents for RFP – Regional Real Estate Brokerage services to Sell/Develop Former Paseo San Gorgonio Site (+/-4.57 Acres), Downtown Banning, on or before the hour of 10:00 a.m. on December 15th, 2017. It shall be the responsibility of the bidder to upload his proposal by the announced time. However, submittals may be submitted at any time prior to the deadline. (Submitted bids may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

BID DOCUMENTS: To obtain a copy of the bid documents, please visit <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>. If you are not currently registered with the City of Banning through Planet Bids, please click on the "New Vendor Registration" button and then complete the electronic supplier registration. After registering your firm, click on the "Bid Opportunities" button to view and download the bid documents, which include the complete Notice Inviting Bids document. Firms must also check the web site periodically for addenda information as failure to download any and all addenda, and acknowledge in the bid submittal, will result in bid disqualification.

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 Request for Proposal (RFP). Click on "Place eBid" and follow the instructions.

A Pre-Proposal Meeting will be held on December 6, 2017 @ 2:00 p.m. at 99 E. Ramsey St., Banning, CA 92220 to discuss the Description of Work. Attendance of the pre-proposal meeting is **not mandatory**.

1. BACKGROUND

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Geronio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	November 17, 2017
Deadline for Written Questions	December 7, 2017 by 3:00p.m.
Responses to Questions Posted on Web	December 11, 2017 by 5:00 p.m.
Proposals are Due	December 15, 2017 by 10:00 a.m.
Interview (if held)	The Week of January 9, 2018
Approval of Contract	January 23, 2018 (Tentative)

All dates are subject to change at the discretion of the City.

3. SCOPE OF WORK

The selected Broker will provide support and consultation to the City in the areas of real estate that have been identified by the City Council or City staff to sell, develop, or lease. The Broker shall work under the supervision of the City manager or his/her designees and work closely with the City Council and City Attorney. The successful Broker shall agree to contract with the City for the following services:

- Marketing and sales of real estate owned by the City;
- Communicate, advise and negotiate with Purchasers, Developers, and Lessees in real estate transactions on behalf of the City;
- Written and/or oral updates, at least monthly, to the City Council on current efforts, potential purchasers/interest, and correlating market conditions;
- Provide market information such as statistics, analysis, pricing and valuations, financial evaluations, etc.;
- Evaluations of identified City properties that may be formulated into recommended courses of action for the City Council;
- The Broker must be a member of local Multiple Listing Services (MLS).

Typical duties required to assist the City may include, but not be limited to the following:

- Provide Broker's Price Opinion ("BPO") of properties identified by the City for disposition;
- Provide advertising at Broker's expense and properties media appropriate for marketing such properties. The City reserves the right to provide additional advertising at its own cost;
- Provide recommendations to sell, develop, or lease identified City properties;
- Analyze and evaluate all offers presented to the City and prepare recommendations;
- Present all offers received on City properties to City Manager and/or designee, City Attorney, and City Council along with analysis and recommendations;
- Prepare and present any counter-offers or addenda requested by the City;
- Maintain escrow file for all transactions;
- Provide accurate land use information as provided by the City's Municipal Code
- Assist City staff in preparing appropriate public hearing documentation prior to sale and disposition of City-owned real property;
- Make presentations at City Council meetings, as required;
- Consult for any land divisions, surveys, inspections, clean up, etc. that may be necessary or requested by other parties in connection with a specific transaction;
- Provide information and documents necessary for Escrow in Preparation for closing, in conjunction with the City Attorney;
- Review and consult the City on all information, including potentially, adverse information and/or restrictions contained in Preliminary Title Reports or other obstructions to securing Title insurance; and
- Act as primary communication link between the City and the seller/seller's agent.

The City Manager and/or designee will provide coordination and oversight of the work. City staff will serve as a resource in a collaborative effort with the chosen Broker. The selected Broker will be required to work closely with the City Manager and/or designee.

Compensation and Reimbursement of Expenses

Compensation for the scope of work shall be through the real estate brokerage commission paid through the proceeds of sales of City-owned real property. The City will not be responsible for any commission shared by any contract broker/agent or a buyer's broker/agent.

If the sale of any City-owned property does not close escrow for any reason, the Broker will not be entitled to any compensation. The City will not incur any responsibility for expenses rendered by the Broker in the performance of real property sales or leases. The Broker shall bear all costs for developing their bid, attending meetings, participating in conference calls, media advertising, soliciting buyers, showing property, conducting presentations at City Council meetings, and completing all paperwork as required to receive offers, submit counter offers or addenda, and responses to requests or negotiations by the City when selling property.

In the event properties are not sold, and the Broker works as a consultant to assist the City in development, leasing, or other ancillary service required by the City, the Broker shall be paid on a not-to-exceed basis based upon the hourly rates agreed upon between the City and Broker. When working hourly, no commission, compensation or reimbursement of expenses shall be allowed unless agreed upon prior to commencing work.

The Site – Former Paseo San Gorgonio (+/-5.47 Acres), Downtown Banning

The Site consists of APNs 541-181-032, 033, 034, & 035, located in the vicinity of the southeast corner of Ramsey Street and San Gorgonio Avenue in Banning, California. The site was originally home to the San Gorgonio Inn and was slated for a mixed use development, before the Great Recession. The original developer was unable to fulfill its contractual obligations to develop the site and it was subsequently re-vested with the City.

The City Council of Banning is a progressive, business-friendly elected body motivated to enhance the City's business base. This site will be a pivotal development in the charming downtown area.

At this time, this is the sole property to be included in the scope of this Request for Proposals.

4. PROPOSAL FORMAT GUIDELINES

Interested entities or Consultants are to provide the City of Banning with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and required City forms. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Cover Letter**

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Consultant's office located nearest to Banning, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Banning reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and **e-mail address**.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the online rate form to submit pricing as specified for their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be

compared and evaluated. Additional pricing information can be submitted within your proposal. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services with the City. The form of the Agreement is enclosed as an online attachment, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as online attachments to this RFP, which should be included with proposals:

- (1) Ex Parte Communications Certificate
- (2) Price Proposal (Online Rate Sheet)
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Submission of Proposals**

Complete proposals must be submitted and received no later than the deadline.

Proposals will not be accepted after this deadline.

Proposals submitted in paper form, faxed or e-mailed will not be accepted.

Submit proposals 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 Request for Proposal (RFP). Click on “Place eBid” and follow the instructions. Financial Statements only can be delivered separately to the Purchasing Division in a sealed envelope marked confidential if preferred. The Financial Statement shall be to the attention of Jennifer McCoy in a sealed envelope identified on the outside with the Bidder’s Business Name, Proposer Identity— with the RFP number and the due date. Be sure to label and deliver following same deadline requirements.

- **Inquiries**

Questions about this RFP must be directed in writing, via the City of Banning, Planetbids Vendor Portal: <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>.

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums, responses to questions received, and additional information will be posted to the Banning online bid system. Proposers should check the web page above regularly for new information. The City will endeavor to answer all written questions timely that are received no later than the deadline listed in the schedule of events. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Banning, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City’s evaluation and selection process will be conducted in accordance with the City’s Purchasing and Procedures Policy (Policy). The lowest responsible bidder will be determined

based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----35%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----25%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----30%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted within the online eBid system.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----10%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Policy, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An

unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of January 9, 2018 and will be conducted at City of Banning City Hall, 99 E. Ramsey St., Banning, CA 92220. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of

proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the "*Ex Parte Communications Certificate*" form (See Online Attachment) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "*Disclosure of Government Positions*" form. (See Online Attachment).

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as (See Online Attachment, "*Professional Services Agreement Sample*"), to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be

deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATIONS QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. (See Online Attachment, *"Disqualifications Questionnaire"*).

15. STANDARD TERMS AND CONDITIONS

Addendums

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums and additional information will be posted to the Banning Procurement Registry, <http://www.planetbids.com/portal/portal.cfm?CompanyID=33077>. Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.

ATTACHMENT 2

Agreement for the Reverter of Real Property Pursuant to Purchase and Sale
Agreement

AGREEMENT FOR THE REVERTER OF REAL PROPERTY PURSUANT TO PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into on June ²⁷, 2017 by and between the CITY OF BANNING, a California Municipal Corporation ("the "City"), and BANNING OFFICE VENTURE, LLC ("**Banning Office**"), a subsidiary of VANIR GROUP OF COMPANIES, INC., a California corporation ("**Vanir**") The City, Banning Office, and Vanir are collectively referred to as the "Parties." The effective date of this Agreement is the last date on which this Agreement is signed by any of the Parties to the Agreement.

RECITALS

A. City and JMA Village, LLC, a California limited liability company ("**JMA**") entered into that certain Purchase and Sale Agreement of Real Property and Joint Escrow Instructions dated January 24, 2102 ("**PSA**") for the acquisition of certain unimproved real property identified on attached Exhibit A ("**Real Property**").

B. Pursuant to the original PSA, City sold the Real Property to JMA for consideration consisting of (i) a purchase price of One Million Twenty Thousand Dollars (\$1,020,000) ("**Purchase Price**"), and (ii) certain covenants and obligations with respect to the development of the Real Property.

C. The City transferred the Real Property to JMA pursuant to (i) that certain Grant Deed executed as of April 25, 2012 and recorded on May 3, 2012 as Instrument No. 2012-0201442 in the Official Records of Riverside County ("**Official Records**"), and (ii) that certain Grant Deed dated and recorded on May 3, 2012 as Instrument No. 2012-0201443 in the Official Records ("**Deeds**"). As set forth in the Deeds, the Real Property was subject to certain continuing obligations under the PSA ("**Deed Covenants**").

D. The Purchase Price was paid by that certain Promissory Note dated May 3, 2012 in the amount of One Million Twenty Thousand Dollars (\$1,020,000) executed by JMA in favor of City which has become due ("**Note**"). The Note was secured by that certain Deed of Trust dated May 3, 2012 which was recorded against the Real Property on May 3, 2012 as Instrument No. 2012-0201444 in the Official Records ("**City Deed of Trust**").

E. JMA and City subsequently amended the Original PSA pursuant to that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated June 10, 2014 ("**First Amendment**").

F. In December of 2015, JMA Village, LLC transferred the Real Property to Banning Office which Banning Office assumed pursuant to that certain Assignment and Assumption Agreement and Consent dated November 30, 2015. Under the Assignment and Assumption Agreement, Banning Office Venture, LLC assumed all existing

obligations affecting the Real Property including, but not limited to, the Note and City Deed of Trust and § 12 of the PSA as amended.

G. On December 9, 2015 the Parties amended the PSA for a second time to forebear any enforcements action on the Note or City Deed of Trust as well as extend the Critical Construction Deadlines found in section 11 of the PSA.

H. On August 1, 2016, Banning Office retired the Note. However, vertical construction never commenced on the Property pursuant to section 11 as amended and on March 24, 2017, the City filed an action for declaratory relief seeking a judicial declaration that Banning Office and Vanir were in breach of the PSA and that pursuant to section 12, the City has the right to renter and take possession of the Real Property and to terminate and revest in the City the fee estate conveyed to Banning Office (Case No. RIC1705273).

I. Rather than expend the time and resources required to litigate the right of reverter under PSA, the Parties desire to and agree to facilitate the complete transfer of the ownership in the Real Property back to the City. The City shall use all reasonable efforts to sell the Real Property in a timely manner and after the City collects all of its costs and expenses incurred in the process of the recapture, management and resale of the Real Property (including salaries to personnel, legal costs and attorneys' fees and all other expenses) as well as all costs related to the City's ownership of the property (taxes, assessments, water and sewer charges, *etc.*), the City shall transfer all remaining proceeds from the sale to Banning Office.

J. Upon transfer of the Real Property from Banning Office and Vanir to the City as provided herein, the City shall file a dismissal for Case No. RIC1705273.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1. **Entire Agreement.** This is the entire agreement between the Parties related to the transfer of the Property back to the City. This Agreement may only be amended in writing.

2. **Banning Office and Vanir's Responsibilities.** Banning Office and Vanir agree to take all necessary and reasonable steps to accomplish the following:

- A. Transfer or otherwise reconvey all of the rights, title and interest in the Real Property described in Exhibit A to the City pursuant to a grant deed. Banning Office and Vanir shall execute the transfer within thirty (30) calendar days of the execution of this Agreement;
- B. Ensure that there are no oral or written leases or any other liens or encumbrances on all or any portion of the Real Property;

- C. Remove any and all personal property from the Real Property; and
- D. Any other reasonable acts necessary for the transfer of the Real Property to the City.

3. **City's Responsibilities.** City agrees to take all necessary and reasonable steps to accomplish the following:

- A. Use commercially reasonable efforts to sell the Real Property in a commercially reasonable manner within eighteen (18) months from the date the Real Property is transferred to the City from Banning Office and Vanir. The City, at its sole discretion, shall determine the best course of action to effectuate sale of the Real Property, including but not limited to the sale pursuant to a Request for Proposal or through the engagement of a qualified broker.
- B. Within thirty (30) days of the transfer of the Real Property from Banning Office and Vanir to the City, file a request for dismissal with prejudice against all defendants in Case No. RIC171705273.
- C. Within ninety (90) calendar days of the execution of this Agreement, City shall cause to be conducted an appraisal of the Real Property. At its option and expense, Vanir may conduct a second appraisal of the Real Property.
- D. Within one hundred and fifty (150) days of the execution of this Agreement, the City shall either develop a Request for Proposal soliciting proposals to assist the City in selling the Property or solicit a regional real estate brokerage firm to assist in the selling of the Property. City shall keep Vanir updated on either the Request for Proposal Process or the solicitation of the real estate brokerage firm.
- E. Give notice to Banning Office and Vanir of any potential sale, the proposed sale price, and allow for reasonable comment from Banning Office and Vanir. In no event shall the property be sold (i.e. sales price, not net proceeds) for less than \$1,020,000 without advanced written consent by Vanir. Such consent shall not be unreasonably withheld.
- F. After collecting all of its costs and expenses incurred in the process to recapture title, management and resale of the Real Property (including salaries to personnel, legal costs and attorneys' fees and all other expenses) as well as all costs related to the City's ownership of the property (taxes, assessments, water and sewer charges, etc.), the City shall transfer all remaining proceeds (net of sale including commissions, escrow and title services) from the sale of the Real Property to Banning Office and Vanir. City shall provide Banning Office and Vanir an accounting of all costs subtracted from the sale price for the City's costs and expenses. The City's costs and expenses shall be capped at seventy thousand dollars (\$70,000).

- G. If the Real Property is not sold within eighteen (18) months, City shall pay Vanir the sum of one million twenty thousand dollars (\$1,020,000) minus any costs or expenses incurred by the City as explained in ¶ 3.F, unless the eighteen month term is extended as provided in Paragraph 5, below. If the term is extended as provided in Paragraph 5 below, to a total thirty six month term and the Real Property is not sold within the extended term, City shall pay Vanir the sum of one million twenty thousand dollars (\$1,020,000). Upon payment pursuant to this section, Vanir shall have no further interest whatsoever in the Real Property or in any proceeds from a subsequent sale of the Real Property.
- H. Any other reasonable acts necessary for the sale of the Real Property.

4. **Parties' Responsibilities.** Parties agree to take all necessary and reasonable steps to accomplish the following:

- A. Establish a sales price range for marketing of the Real Property
- B. Engage in good faith with any potential buyer of the Real Property brought by the other Party. City shall consider any potential buyer brought by Banning Office and Vanir and not unreasonably withhold consent to such a sale.
- C. Nothing in this Agreement is intended to prevent the Parties from negotiating the purchase and sale of the Real Property prior to the expiration of the term of this Agreement.

5. **Term.** The eighteen (18) month term of this Agreement may be extended by the City in writing for an additional term of twelve (12) months (1st Extension) and a subsequent six (6) month extensions (2nd Extension) bringing the total term to thirty six (36) months subject to the following:

The City shall provide Vanir documentation showing that:

- (i) City conducted an appraisal of the Real Property within ninety (90) calendar days of the execution of this Agreement;
- (ii) City developed a sales approach for the Real Property within one hundred and twenty (120) days of the execution of this Agreement;
- (iii) City either developed a Request for Proposal soliciting proposals to assist the City in selling the Real Property or solicited a regional real estate brokerage firm to assist in the selling of the Real Property within one hundred and fifty (150) days of the execution of this Agreement;
- (iv) City either published the Request for Proposal soliciting proposals to assist the City in selling the Real Property or contracted with a regional real estate

brokerage firm to assist in the selling of the Real Property within one hundred and eighty (180) days of the execution of this Agreement; and

(v) City or regional real estate brokerage or both will provide monthly activity updates to Vanir of offers received and disposition.

In the event the City extends the Agreement, the City shall provide Vanir with monthly updates of any progress related to the sale of the Real Property and notify Vanir or any offers received for the Real Property or any responses to the Request for Proposal (if applicable).

6. Release.

a. Subject to the performance of the Parties' obligations in this Agreement, the Parties hereby fully and finally waive, release, and permanently discharge each other (and their respective officers, employees, agents, representatives and attorneys) (the "Releasees"), from any and all past, present, or future matters, claims, demands, obligations, liens, actions or causes of action, suits in law or equity, or claims for damages or injuries, whether known or unknown, which they now own, hold or claim to have or at any time heretofore have owned, held or claimed to have held against each other by reason of any matter or thing alleged or referred to, or in any way connected with, arising out of or in any way relating to any of the matters, acts, events or occurrences alleged or referred to in any of the pleadings filed in the Action (collectively, the "Released Claims"). In connection with the release of the Released Claims, the Settling Parties waive any and all rights that they may have under the provisions of section 1542 of the California Civil Code, which states as follows:

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 debtor.

In the event that any waiver of the provisions of Section 1542 of the California Code provided for in this Agreement shall be judicially determined to be invalid, voidable or unenforceable, for any reason, such waiver to that extent shall be severable from the remaining provisions of this Agreement, and the invalidity, voidability or unenforceability of the waiver shall not affect the validity, effect, enforceability or interpretation of the remaining provisions of this Agreement.

b. The Parties understand and acknowledge that the foregoing release extends to any claims or damages, without limitation, arising out of the Released Claims that may exist on the date of the execution of this Agreement, but which the Parties do not know to exist, which, if known, would have materially affected their decision to execute this Agreement, regardless of whether their lack of knowledge is a result of ignorance, oversight, error, negligence or any other cause.

c. Each Party acknowledges and agrees that this Agreement is a compromise and settlement of their disputes and differences, and is not an admission of liability or wrongdoing by any Party.

d. The parties expressly agree and acknowledge that the terms of this paragraph do not preclude claims arising from this Agreement.

7. **Enforced Delay (Force Majeure).**

a. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, acts of terrorism, epidemic, quarantine, casualties, acts of God, litigation arising from the parties' agreement, governmental restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations (but only if the party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), or other similar circumstances beyond the reasonable control of the Parties and which substantially interferes with the ability of a Party to perform its obligations under this Agreement.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other parties within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the Party claiming such delay and interference delivers to the other Parties written notice describing the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any Party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. The time for performance will be extended for such period of time as the cause of such delay exists but in any event not longer than for such period of time.

8. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts. All counterparts of any such documents together shall constitute one and the same instrument. This Agreement is of no force or effect until all of the Parties have duly executed the Agreement. This Agreement may be executed by facsimile and a facsimile signature shall have the same force and effect as an original signature.

9. **Use Best Efforts.** Each party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this Agreement and the satisfactory performance of its terms

10. **Authority to Enter Agreement.** The individuals signing this Agreement on behalf of each Party represent and warrant that they are authorized to do so on behalf of their respective Parties.

11. **Review by Counsel.** The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Agreement.

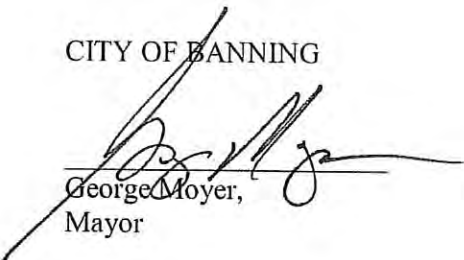
12. Any Party to this Agreement may bring an action to enforce the terms of this Agreement in the Riverside Superior Court.

[Signatures Follow on the Next Page]

IN WITNESS WHEREOF, the parties and their respective attorneys of record have approved and executed this Agreement on the dates specified below:

Date: June __, 2017


CITY OF BANNING


George Moyer,
Mayor

Attest:


Marie Calderon, City Clerk

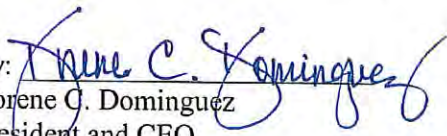
Approved as to Form:


John C. Cotti,
Interim City Attorney

Date: June 27, 2017

VANIR:

BANNING OFFICE VENTURE, LLC, a
California limited liability company

By: 
Dorene C. Dominguez
President and CEO

APPROVED AS TO FORM

VANIR GROUP OF COMPANIES, INC., a
California Corporation


By: 
Dorene C. Dominguez
President

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Real property in the City of Banning, County of Riverside, State of California,
described as follows:

PARCELS 1, 2, 3 and 4 OF PARCEL MAP NO. 36285, IN THE CITY OF
BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 238, PAGE 24 AND 25 OF PARCEL MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

Riverside County APNs: 541-181-032; 541-181-033; 541-181-034; and 541-181-035

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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: November 14, 2017

SUBJECT: Discuss and Consider Adopting Resolution No. 2017-111, Authorizing Revenue Amendment from the General Fund to the Airport Enterprise Fund

RECOMMENDED ACTION:

That the City Council consider:

1. Adopting Resolution No. 2017-111, Authorizing Revenue Amendment from the General Fund to the Airport Enterprise Fund.
2. Authorizing the Administrative Services Director to make necessary budget adjustments and transfers.

BACKGROUND:

On February 28, 2017, the City Council approved a lease with Skydive West Coast (SWC) to operate a skydiving business at the Banning Municipal Airport (staff report and executed resolution – Attachment 1 and 2). The lease consists of a four year term with a monthly rate of \$1,000/month for the 'Skyline Hangar' and \$1,000/month for a vacant land site (APN 532-130-018), directly south and adjacent to the airport for use as a 'landing zone'.

SWC began operating and paying rent beginning May 15, 2017. To date, SWC has paid approximately \$6,500 for use of the vacant land site as the 'landing zone'.

During the months of July and August, a concerned resident, Mr. Harry Sullivan, voiced his concerns regarding the appropriation of lease revenue to the General Fund. Mr. Sullivan indicated that he believed the revenue should go to the Airport Enterprise Fund.

Staff investigated Mr. Sullivan's concern and determined that the revenue was incorrectly appropriated to the General Fund, when it should have been programmed to the Airport Enterprise Fund.

JUSTIFICATION:

Upon investigating Mr. Sullivan's concern, the City discussed the concern with the Federal Aviation Administration (FAA), who maintains oversight for the Banning Municipal Airport. The FAA confirmed that the lease revenue for the 'landing zone' should be programmed for the Airport Enterprise Fund, citing both grant assurances (from past grants received by the airport from FAA) as well as United States Code (U.S.C.) Section 47133(a) (Code excerpt – Attachment 3).

Staff recommends approval of Resolution 2017-111, reprogramming lease revenue received for the landing zone, approximately \$6,500 to date. In addition, an appropriation adjustment should be made for future lease revenue from the 'landing strip' site be diverted from the General Fund to the Airport Enterprise Fund.

FISCAL IMPACT:

The proposed action would result in a reduction of approximately \$6,500 to date of lease revenue received by the General Fund (Account 001-0001-331-25-07), to be reprogrammed to the Airport Enterprise Fund (Account 600-5100-331.25). Additionally, future lease revenue from this site for the landing zone should be deposited into the Airport Enterprise Fund. There was no security deposit required for the 'landing zone'.

OPTIONS:

1. Approve as recommended
2. Do not approve and provide alternative direction.

ATTACHMENTS:

1. Staff Report Approving Skydive West Coast – February 28, 2017
2. Executed Resolution 2017-19
3. Excerpts – U.S.C.
4. Resolution 2017-111

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

Staff Report Approving Skydive West Coast – February 28, 2017



CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Michael Rock, City Manager

PREPARED BY: Ted Shove, Economic Development Manager

MEETING DATE: February 28, 2017

SUBJECT: Consideration and Approval of Lease and Operating Agreement with Skydive West Coast for Hangar and Landing Zone Facilities

RECOMMENDATION:

It is recommended that City Council:

1. Approve Lease and Operating Agreement with Skydive West Coast for Hangar and Landing Zone Facilities;
2. Adopt Resolution 2017-19 approving lease agreement with Skydive West Coast and authorizing the skydiving operation use and authorizing Mayor to execute Agreement; and
3. Authorize City Attorney to take such additional, related action that may be necessary.

JUSTIFICATION:

Approval of Lease Agreement would result in a new tenant to the Banning Municipal Airport and draw consumers into Banning from outside of the San Geronio Pass region. As a condition of the Lease and Operating Agreement, the tenant would be required to comply with specific operating requirements outlined in the agreement. These requirements are not otherwise defined by City Policy and are designed to ensure safe operation.

BACKGROUND:

On February 14, 2017, The City Council heard and continued this item until February 28, 2017 to allow staff time to investigate and determine if the 'Skyline Hangar' could be individually metered so that the Tenant would pay for their own electricity usage. Staff determined that the 'Skyline Hangar' can be individually metered for electrical usage. The Lease and Operating Agreement has been updated to require Tenant to pay for all electrical consumption during the term of the lease for the 'Skyline Hangar'.

The City was approached by Mr. Robert Spencer, owner of Skydive West Coast (SWC) in August 2016 interested in opening a skydiving business at the Banning Municipal Airport ("Airport").

SWC will be managed by Robert Spencer, who will hand pick operators and pilots to assist him in running the skydiving operation in Banning. Mr. Spencer is an accomplished industry professional with over twenty years in skydiving instruction, parachute packing, piloting aircraft, and managing skydiving businesses. Staff verified references and all individuals contacted validated Mr. Spencer's extensive experience in the industry.

City staff assisted in site selection for both the hangar and Landing Zone facilities. The property identified for the Landing Zone is directly south of the runway, clear of the flightpath, and does not present a safety hazard to aircraft landing or departing. In addition, the lease contain provisions to prohibit operations during inclement weather or when wind conditions prevent safe landing.

On September 21, 2016, staff received a proposal for the sites identified and subsequently negotiated a lease with the following terms:

- \$1,000.00/mo. for 'Skyline Hangar', plus \$500.00 security deposit;
- Tenant to pay all electricity costs for 'Skyline Hangar';
- \$1,000.00/mo. for Landing Zone, comprised of +/-2.65 Acres situated south of the Airport on City-owned property (APN 532-130-018);
- 4 year term with 2% annual increases (anniversary of the lease);
- City reserved four month early termination clause;
- Provide one month to complete tenant improvements and secure all permits and licenses (non-operational use of facilities); Tenant authorized to occupy facilities on March 15, 2017 with prorated rent due on or before April 15, 2017; and the first full payment due on or before May 1, 2017;
- SWC will be required to maintain insurance coverages to include: commercial general liability - \$1,000,000 per occurrence, \$2,000,000 aggregate; Workers Compensation - state required thresholds; employers' liability - \$1,000,000 each accident, disease policy limit, and disease each employee; property insurance;

Aircraft Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

- Tenant is authorized to perform minimal ground disturbance (brush and rock clearance) in the Landing Zone area to ensure a safe landing area;
- Tenant may only operate during daylight hours; must transit to and from Landing Zone by approved route; and is the sole operator to utilize Landing Zone as defined in the Agreement; and
- The City authorizes the Tenant to operate as a skydiving business.

Staff recommends City Council approval of the terms outlined in this staff report and Lease and Operating Agreement (Attachment 2).

OPTIONS:

1. Approve Lease and Operating Agreement with Skydive West Coast.
2. Reject Lease and Operating Agreement and provide staff with alternative direction.

FISCAL IMPACT:

The Lease and Operating Agreement is based upon market lease comps for the 'Skyline Hangar' of \$1,000/month. The revenue generated will be deposited into Account 600-5100-331.25 (Hangar Rents – City). The required \$500 security deposit will be deposited into Account 600-0000-223.10-00 (Security Deposits – Hangar Rent). The estimated revenue to the Airport Enterprise Fund is \$2,500 for the remainder of the fiscal year.

For the Landing Zone land lease, the lease will be \$1,000 per month which will be deposited into Account 001-0001-331-25-07 (Lease Income). The estimated revenue to the General Fund will be \$2,500 for the remainder of the fiscal year.

ATTACHMENTS:

1. Resolution 2017-19
2. Lease and Operating Agreement by and between the City of Banning and Skydive West Coast

Approved by:

Michael Rock
City Manager

ATTACHMENT 1

ATTACHMENT 2

ATTACHMENT 2

Executed Resolution 2017-19

RESOLUTION 2017-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING LEASE AND OPERATING AGREEMENT WITH SKYDIVE WEST COAST FOR THE LEASE OF A HANGAR AND LANDING ZONE AND AUTHORIZING USE AS A SKYDIVING OPERATION

WHEREAS, Skydive West Coast (SWC), a business that provides skydiving instruction to the public desires to open a location in the San Gorgonio Pass area; and

WHEREAS, SWC requires use of the Banning Municipal Airport ("Airport") and a location suitable to recover parachutists; and

WHEREAS, the Airport is considered a General Aviation Airport that lacks sufficient area to contain a Landing Zone; and

WHEREAS, the Landing Zone identified in the Lease and Operating Agreement is directly adjacent to the Airport and will act as a safe recovery area for parachutists and is a consistent Aeronautical Use; and

WHEREAS, the Lease and Operating Agreement will generate revenue to the Airport Enterprise Fund and the City's General Fund; and

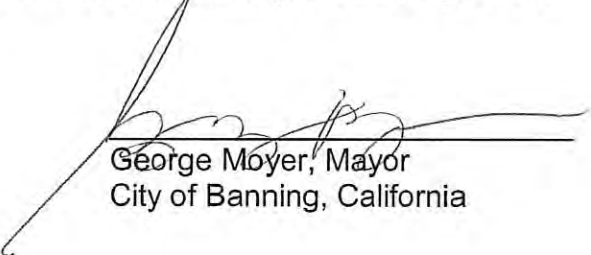
WHEREAS, SWC will draw customers into Banning from outside of the San Gorgonio Pass region, due to the limited availability of skydiving operations in the state, which will promote tourism activities and stimulate both job creation opportunities and economic benefits to the City and community.

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

1. Resolution 2017-19 is approving Lease and Operating Agreement with Skydive West Coast for Hangar and Landing Zone Facilities as described in Exhibit A, and by reference made a part hereof.
2. Resolution 2017-19 authorizes the skydiving operation use as defined in the Lease and Operating Agreement.
3. If such agreement is not executed by all parties within 60 days from the effective date of this resolution, such authorization shall become void and no effect.


4. The City Council authorizes the Mayor for the City of Banning to execute Lease and Operating Agreement with Skydive West Coast in the form that is approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 28th day of February, 2017.



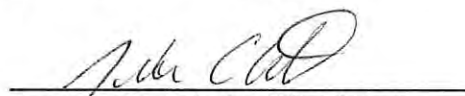
George Moyer, Mayor
City of Banning, California

ATTEST:



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

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



John 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 2017-19 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 28th day of February, 2017, by the following vote, to wit:

AYES: Councilmembers Franklin, Peterson, Welch, Mayor Moyer

NOES: None

ABSENT: Councilmember Andrade

ABSTAIN: None



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

LEASE AND OPERATING AGREEMENT

This LEASE AND OPERATING AGREEMENT ("Lease"), dated as of March __, 2017, is entered into by and between the CITY OF BANNING, (the "Landlord"), and SKYDIVE WEST COAST, a California corporation (the "Tenant"), who agree as follows:

RECITALS

This Lease is made with reference to the following facts and circumstances, which are a part of this Lease and are agreed to be correct:

A. The Landlord is the owner of certain real property (the "Property") located in the City of Banning, County of Riverside, State of California commonly known as the Banning Airport ("Skyline Hangar" and adjacent vacant real property). A legal description of the Property is set forth in attached Exhibit "A".

B. The Property includes an airport hangar, storage area and office space and commonly referred to as the Skyline Hangar (the "Premises"), located at the Banning Municipal Airport, 200 S. Hathaway Street, Banning, CA 92220 (APN 532-130-012). An additional section of City-owned vacant land adjacent to and south of the Banning Municipal Airport is included in this lease (the "Landing Zone"), and described in EXHIBIT A. The Landing Zone generally consists of approximately +/- 2.65 Acres.

C. The Lease grants specific operational conditions to the Tenant in conjunction with this agreement and are defined herein. The area defined as the Landing Zone is contained on a City-owned parcel, directly adjacent to the Banning Municipal Airport, and is consistent with the existing zoning as the use is defined as an "Aeronautical Use".

1. Term. The term of this Lease commences on April 15, 2017 and continues thereafter for a period of four (4) years and, unless earlier terminated, automatically expires on April 14, 2021 without the necessity of any notice or other action on Landlord's part.

2. Use; Compliance with Laws.

(a) The Premises may be used by Tenant as an office for skydiving operations and instruction; storage or related equipment and supplies; parachute packing and instruction; and aircraft storage and related maintenance.

(b) The Landing Zone may be used as an area where skydiving operations recover parachuting personnel and as an ancillary use to the Premises.

a. Landing Zone Requirements – Pursuant to the United States Parachute Association ("USPA") *Basic Safety Requirements*, Landing Zones must be unobstructed, with the following minimum radial distances as follows:

- i. If the Tenant intends at any time to serve any student skydivers or participants without a skydiving license, or A-license holders, then the Landing Zone must be 100 meters from the nearest hazard.
 - ii. If the Tenant intends at any time to serve B and C license holders, or any tandem skydivers, then the Landing Zone must be 50 meters from the nearest hazard.
 - iii. If the Tenant intends at any time to serve D-license holders, then the Landing Zone must be 12 meters from the nearest hazard.
 - b. The Landlord grants exclusive use to the Tenant, the Landing Zone described herein. Further, the Landlord does not authorize the Tenant to sublease the Landing Zone for any other Commercial Skydiving operators.
 - c. The Landing Zone must be maintained to facilitate safe landings by participants. The Landlord authorizes the Tenant to conduct minimal ground disturbance/grading for the Landing Zone (i.e. brush and rock clearance), including eroded non-paved public right-of-way terminating at the Landing Zone. Further, the Tenant is authorized to remove ground hazards consistent with *USPA Basic Safety Requirements*.
 - d. The operator must post sufficient signage, and ground markings to prevent runway incursions and ground encroachments of the Landing Zone by unauthorized access.
 - e. The Landlord authorizes Tenant to conduct skydiving operations during daylight hours only at the Landing Zone.
 - f. The Tenant must utilize the approved vehicle route as identified in Exhibit B for transporting Participants between the Premises and Landing Zone.
- (c) Annual Safety Management Plan – The Tenant will complete and submit an annual Safety Management Plan (“Plan”), otherwise required by FAA Order 5200.11 (and any accompanying FAA guidance documents). The Plan must be submitted to the City concurrently with FAA. The costs associated with compliance shall be borne by the Tenant. The Plan shall include, at a minimum: on-Airport safety considerations; off-Airport safety considerations; and airspace issues and concerns with the Landing Zone. The Tenant must commit in writing to implement all recommendations that result from the FAA Safety Risk Management panel and to fund the cost of any safety actions that are so recommended. The Tenant shall submit proof of implemented recommendations within 30 days of completion.
- (d) Operational Compliance – The Tenant must comply with all federal, state and local requirements applicable to its operations, including, but not limited to, the FAA

Grant Assurances applicable to the Banning Municipal Airport. Without limiting the foregoing, the Tenant must comply with the following specific requirements:

- a. All federal, state and local laws applicable to workplace and aviation safety, including 14 C.F.R. Part 105; and the orders and directives of the Banning Municipal Airport in furtherance of any Safety Management Plan or similar or related program at the Airport designed and intended to enhance safety.
- b. The Tenant shall, at its own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of its activities at the Airport. Upon request, the Tenant shall provide copies of such licenses, permits, certifications, or ratings to the Landlord. The Tenant must also:
 - i. Submit to the Landlord all new, updated or amended FAA certificates and ratings annually when received.
 - ii. Upon hiring new employees, the Tenant must file all FAA certificates of ratings with the Landlord within two weeks of hiring the employee.
 - iii. Upon revocation of or change to any certificate or ratings, or any other penalties by FAA against the certificate holder, the Tenant must provide written notice within two weeks to Landlord.
- c. Equipment and Vehicles – The Tenant must own, lease, or otherwise have sufficient access to equipment, including aircraft, to conduct Commercial Skydiving operations without causing any flight delays or other operational impacts on aircraft at the Airport. Additionally, the Tenant shall make all reasonable efforts to keep equipment operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with intended use.
- (e) Participant Requirements – The Tenant shall ensure that Participants comply with the following requirements:
 - a. Medical Requirements
 - i. All Participants must:
 - 1. Possess at least a current FAA Third-Class Medical Certificate;

2. Carry a certificate of physical fitness for skydiving from a licensed physician; or
3. Have completed the USPA recommended medical statement.

b. Age Requirements:

i. Participants must be at least either:

1. 18 years of age; or
2. 16 years of age with a notarized parental or guardian consent.

c. Release Waiver and Indemnity Agreement:

- i. Tenant shall require each Participant to execute a Release, Waiver and Indemnity Agreement in favor of the Landlord, and in a form approved by the Landlord.

(b) Tenant agrees that the Premises and its use of the Premises will at all times be in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, and Tenant, at its sole cost and expense, agrees to comply with all such laws, rules and regulations, including, without limitation, all laws, rules and regulations requiring the making of structural or extraordinary repairs or replacements to the Premises and all laws, rules and regulations relating to the use, generation, storage or release of Hazardous Materials. In addition to Tenant's other obligations of indemnity under this Lease, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them, harmless from and against all claims, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees and costs) which they, or any of them, may suffer or incur arising from or relating to the use, generation, storage or release by Tenant, its agents, employees, contractors, guests or invitees of any Hazardous Materials in, on or about the Premises.

(c) "*Hazardous Materials*" shall mean any and all of the following:

(i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. §

1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C. §25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. § 25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as they may from time to time be amended;

(ii) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature;

(iii) any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and

(iv) polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

3. Rent. As rent for the Property, Tenant agrees to pay to Landlord the sum of \$24,000.00 per year, broken down to \$1,000.00 monthly for both of each the Premises and the Landing Zone, totaling \$2,000.00 per month. The first installment of monthly rent is to be pro-rated at 50% and due on April 15th, 2017. Thereafter, Rent is to be paid in advance and at the first of the month.

Tenant further agrees to an annual two (2%) percent rent escalation per year on the base monthly rent, effective April 15th each year.

4. Concessions. Landlord acknowledges Property requires maintenance and upkeep, in addition to Tenants necessary improvements. A Tenant Improvement allowance will be provided by Landlord to Tenant in the form of early occupancy to the Property of 30 days. The Tenant will be provided access to the Property on March 15th, 2017.

5. Early Termination by Landlord. Landlord shall retain the right and sole authority with or without cause to terminate the Lease at any time during the Term with appropriate notice up to 120 days.

6. "AS-IS" Lease. Tenant acknowledges that it has inspected the Premises and Tenant warrants and agrees that it is thoroughly familiar with the Premises and all aspects thereof, including, without limitation, the physical condition of the Premises, the zoning of the Premises and all other restrictions and limitations applicable to the Premises (whether or not of public record). Tenant acknowledges and agrees that the Premises are satisfactory to Tenant in all

respects. Tenant agrees that neither Landlord nor anyone acting on Landlord's behalf has made any representation or warranty of any kind or nature whatsoever respecting the condition of the Premises, their suitability for Tenant's use, or any other matter relating to the Premises (including, but not limited to, the environmental condition of the Premises) or this Lease, and Tenant agrees that it is leasing the Premises in their "AS-IS CONDITION AND WITH ALL FAULTS".

7. Maintenance. Tenant agrees that it will, at its sole cost and expense, maintain the Premises and all portions thereof, whether structural or non-structural, in a good, clean and safe condition and state of repair, including the making of all necessary replacements (whether such portions requiring repair or replacement, or the means of repairing or replacing the same, are reasonably or readily accessible to Tenant, and whether the need for such repairs or replacements occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation, all equipment and all plumbing, heating, air conditioning, ventilating, electrical and other facilities and utilities serving the Premises, and all walls, floors, ceilings, roofs, windows, doors, plate glass, driveways, sidewalks, parking lots, fences and landscaping. Tenant agrees that Landlord has no obligation of any kind or nature to maintain, repair or replace the Premises or any portion of the Premises. Tenant agrees that Tenant is solely responsible for the security, protection and insuring of its equipment, materials and other property, and that of its employees, servants and contractors, located on or about the Premises. Tenant agrees that Landlord will have no liability of any kind or nature respecting any loss or theft of, or damage to, any such equipment, materials or other property.

8. Insurance. Throughout the life of this Lease, Tenant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by Landlord's City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

- (i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under this Lease) with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$1,000,000 aggregate for products and completed operations.
- (ii) **AIRCRAFT LIABILITY** insurance shall include coverage for bodily injury to passengers and non-passengers, property damage and cargo legal liability, including skydiving operations, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
- (vi) PROPERTY insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

Should Tenant maintain insurance with broader coverage and/or limits of liability greater than those shown above, the Landlord requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Landlord.

Tenant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Tenant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Landlord or his/her designee. At the option of the Landlord or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Landlord, its officers, officials, employees, agents and volunteers; or (ii) Tenant shall provide a financial guarantee, satisfactory to Landlord or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City, its officers, officials, employees, agents or volunteers be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to Landlord. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Tenant shall furnish Landlord with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the Lease, Tenant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Aircraft Liability insurance policies shall be written on an occurrence form and shall name Landlord and its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Tenant's insurance shall be primary and no contribution shall be required of Landlord, its officers, officials, employees, agents or volunteers. The coverage shall contain no special limitations on the scope of protection afforded to Landlord and its officers, officials, employees, agents and volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Landlord and its officers, officials, agents, employees and volunteers. The Property insurance policy shall name

Landlord as a loss payee.

Tenant shall furnish Landlord with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to the Landlord's execution of this Lease.**

Upon request of Landlord, Tenant shall immediately furnish Landlord with a complete copy of any insurance policy required under this Lease, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease.

Any failure to maintain the required insurance shall be sufficient cause for Landlord to terminate this Lease. No action taken by Landlord hereunder shall in any way relieve Tenant of its responsibilities under this Lease.

The fact that insurance is obtained by Tenant shall not be deemed to release or diminish the liability of Tenant, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify Landlord and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, its principals, officers, agents, employees, persons under the supervision of Tenant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Tenant and its insurers hereby waive all rights of recovery against Landlord and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Tenant or its officers, employees, agents, consultants, contractors, subcontractors, invitees and volunteers, or its property or the property of others under its care, custody and control. Tenant shall give notice to its insurers that this waiver of subrogation is contained in this Lease. This requirement shall survive termination or expiration of this Lease.

If Tenant should contract any work on the Premises or subcontract any of its obligations under this Lease, Tenant shall require each consultant, contractor and subcontractor to provide insurance protection in favor of Landlord, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the consultants', contractors' or subcontractors' certificates and endorsements shall be on file with Tenant and Landlord prior to the commencement of any work by the consultant, contractor or subcontractor.

The City reserves the right to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Tenant.

9. Indemnification. To the furthest extent allowed by law, Tenant shall indemnify, hold

harmless and defend Landlord and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by Landlord, Tenant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of: (a) the occupancy, maintenance and use of the Premises and/or; (b) the performance of this Agreement. Tenant's obligations under the preceding sentence shall apply regardless of whether Landlord or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of Landlord or any of its officers, officials, employees, agents or volunteers.

Should Tenant contract any work on the Premises or subcontract any of its obligations under this Lease, Tenant shall require each consultant, contractor and subcontractor to indemnify, hold harmless and defend Landlord and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This requirement shall survive termination or expiration of this Lease.

10. Utilities. Landlord shall provide and pay for water service in connection with the Hangar premises. Tenant shall provide and pay for all other utilities including electricity service that may be required in connection with the Premises. The Landlord shall not authorize utility services at the "Landing Zone". Tenant shall pay all deposits in connection with utility services except for water service.

11. Security Deposit. Tenant agrees to deposit with Landlord a Security Deposit (the "Deposit") in the amount of Five Hundred Dollars (\$500.00) for the term of the Lease. Any damages to the Premises will be deducted from the Deposit prior to releasing funds to Tenant. An exit walkthrough inspection must be scheduled by the Tenant with the Landlord within three (3) business days of vacating Premises. Tenant will allow up to 14 days for Landlord to process Deposit refund.

12. Taxes. Tenant acknowledges that this Lease may create a possessory interest subject to taxation and that Tenant may be subject to payment of any and all taxes levied on that possessory interest.

13. Alterations. Tenant agrees that it will not make any alterations or improvements to the Premises, or any portion of the Premises, without Landlord's prior written consent, which will not be unreasonably withheld; provided, that if the alterations or additions would affect the structural portions of the Premises, including, without limitation, the exterior or interior load-bearing walls, the foundation or the roof of the Premises, Landlord shall be under no obligation to give its consent. If Landlord consents to the making of any alterations or improvements, Tenant agrees that such alterations or improvements will be made in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, will be performed in a good and workmanlike manner, and will be made in compliance with such other conditions, including, without limitation, the obtaining of performance and completion bonds, as Landlord

may require in connection with the granting of its consent. Tenant agrees that it will pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. All alterations and improvements made by Tenant shall, at Landlord's option and at Tenant's sole cost and expense, be removed from the Premises at the end of the term of this Lease and the Premises restored to their condition prior to the making of such alterations or improvements.

14. Tenant's Property. All trade fixtures, equipment and personal property of Tenant located at the Premises will remain the property of Tenant during the term of this Lease and may be removed by Tenant at any time and shall be removed by Tenant prior to the expiration or other termination of the term of this Lease. Tenant, at Tenant's cost and expense, must promptly repair all damage to the Premises occasioned by the removal of its trade fixtures, equipment and personal property.

15. Damage and Destruction. If the Premises or any portion thereof are damaged or destroyed by any casualty (whether or not insured), Tenant, at Tenant's sole cost and expense, shall promptly repair and restore the same; provided, that the proceeds, if any, of the fire and extended coverage insurance required to be kept and maintained by Tenant under Section 7 (after deduction of all costs incurred by Landlord in recovering the same) shall be made available to Tenant by Landlord for the purpose of making such repairs and restorations; provided, further, that if the cost of repairing or restoring the Premises exceeds one month's rent or if the repairs and restorations would require more than one month to complete once commenced, then either Landlord or Tenant may cancel this Lease upon the giving of written notice to the other. Upon any cancellation of this Lease pursuant to the provisions of this Section, all proceeds of insurance shall be the sole property of Landlord, and Tenant shall have no right or interest therein.

16. Eminent Domain. If 10% or more of the ground area of the Premises is taken under the power of eminent domain, this Lease shall automatically terminate on the date the condemning authority takes possession. If less than 10% of the ground area of the Premises is taken under the power of eminent domain, and if the remaining area of the Premises is suitable, in Tenant's judgment, for Tenant's continued use as permitted by this Lease, then this Lease shall continue in effect and Tenant shall restore, at Tenant's sole cost and expense, the portion of the Premises not taken such that it constitutes a complete architectural unit. In the event this Lease is so continued in effect, the rent payable by Tenant under this Lease shall not be abated. In the event of a taking, the entire award for the taking shall be the property of Landlord, except that Tenant shall be entitled to seek a separate award from the condemning authority for damage to its trade fixtures and equipment and for relocation expenses.

17. Assignment. Tenant may not assign this Lease or sublet all or any part of the Premises nor permit the occupancy thereof by any other person or entity.

18. Default. The occurrence of any one or more of the following shall constitute a default by Tenant:

- (a) Vacation or abandonment of the Premises by Tenant.

(b) Failure by Tenant to make payment of rent or any other payments required to be made by Tenant hereunder as and when due.

(c) Failure by Tenant to keep and maintain any of the insurance required to be kept and maintained by Tenant under this Lease.

(d) Failure by Tenant to observe or perform any of the covenants or provisions of this Lease, other than as provided in subsections (b) and (c) above, when such failure continues for a period of 30 days after written notice of such failure is given by Landlord to Tenant; provided, that if the nature of Tenant's failure is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

19. Remedies. If Tenant is in default, then, in addition to all other rights and remedies which Landlord may have at law or in equity, Landlord has the following rights and remedies which are not exclusive but are cumulative:

(a) To the extent permitted by law, Landlord can, with or without terminating this Lease, reenter the Premises and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. If Landlord elects to reenter or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord has not elected to terminate this Lease, Landlord may either recover all rent as it becomes due under this Lease or relet the Premises or any part or parts thereof for such term or terms and upon such provisions as Landlord may deem advisable and will have the right to make repairs to and alterations of the Premises. No reentry or taking possession of the Premises by Landlord is to be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may at any time after such reletting elect to terminate this Lease because of such default. If Landlord elects to relet the Premises without terminating this Lease, then rent received by Landlord therefrom will be applied as follows:

(i) First, to any indebtedness from Tenant to Landlord other than rent due from Tenant;

(ii) Second, to all costs and expenses, including, without limitation, for maintenance, repairs or alterations, incurred by Landlord in connection with reletting the Premises; and

(iii) Third, to the payment of rent due and unpaid under this Lease and the residue, if any, will be held by Landlord and applied in payment of future rent as the same may become due and payable under this Lease and to any damages and other amounts which Landlord is otherwise entitled to under this Lease. Should that portion of such rent received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable hereunder during that month by Tenant, then Tenant agrees to pay such deficiency to Landlord immediately

upon demand. In no event will Tenant be entitled to any excess rent received by Landlord from such reletting.

(b) Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant will terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in (i) and (ii) of this subsection (b), is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge.

"The worth, at the time of the award," as referred to in (iii) of this subsection (b), is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

(c) Landlord can have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

(d) Without waiving the default, Landlord can, at its sole option, pay such sums and/or take such actions as are necessary in Landlord's reasonable judgment in order to cure the default, and all sums expended or incurred by Landlord in connection therewith, together with interest thereon at the maximum rate permitted by law, shall be paid by Tenant to Landlord immediately on demand.

20. Landlord Entry. Landlord and its authorized representatives shall have the right upon reasonable prior written notice to Tenant to enter all portions of the Premises for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to inspect the Premises; (c) in connection with Landlord's design and construction planning respecting Landlord's future use of the Premises; and (d) to post notices of nonresponsibility. Notwithstanding the foregoing to the contrary, Landlord and its authorized representatives shall have the right to enter the Premises at any time, and without notice to Tenant, where an emergency situation necessitates such entry. No exercise by Landlord of

its rights under this Section shall entitle Tenant to any damages for any injury or inconvenience occasioned thereby or to any abatement of rent or other amounts payable under this Lease.

21. Surrender of Premises. Upon the expiration or other termination of the term of this Lease, Tenant agrees to surrender possession of the Premises, and every party thereof, to Landlord in good order, condition and repair, ordinary wear and tear alone excepted. "Ordinary wear and tear" does not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease.

22. Notices. Except as otherwise provided, all notices required or permitted to be given under this Lease must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Premises address. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

If to Landlord: City of Banning
 99 East Ramsey Street
 Banning, California 92220
 Attention: City Manager

With a copy to:

John C. Cotti, City Attorney
Jenkins & Hugin, LLP
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266

If to Tenant: Robert Spencer
 141 S. Myers Street, Unit F
 Oceanside, CA 92054

With a copy to:

Attention: _____

23. Waiver and Release of Benefits. Lessee acknowledges that upon expiration of the Term, including any extension thereof, or upon termination of any holdover tenancy (collectively "Expiration of Tenancy"), Lessee might be or become eligible to receive compensation, reimbursement, assistance, including, but not limited to, the fair market value of real and personal property, loss of goodwill, loss of profits, actual and reasonable expenses for moving a business, loss of tangible personal property as a result of moving the business, expenses incurred in searching for a replacement site for the business, expenses to reestablish the business at the new site, "in-lieu payments," and other such benefits (collectively "Benefits") under the California Relocation Assistance Act (Government Code §7260, *et seq.*), Title 25 of the California Code of Regulations, Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, *et seq.*), or other similar local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively "Compensatory Laws"). Lessee further acknowledges that it has received full and fair compensation of all Benefits Lessee is or might be or might become entitled to recover from the City of Banning as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Premises, and City's occupancy and possession of the Premises. Therefore, being fully informed of and understanding the acknowledgments made herein and of Lessee's rights or potential rights to Benefits under the Compensatory Laws, Lessee hereby expressly and unconditionally waives, and Releases the City from, any and all rights of Lessee to claim, demand, sue for, or receive any Benefits which Lessee is or might be or might become entitled to recover from the City as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Premises, and City's occupancy and possession of the Premises.

24. General.

(a) The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the terms, covenants or provisions of this Lease by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in any writing transmitting the same.

(b) The titles to the sections of this Lease are for convenience of reference only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Any exhibits attached to this Lease are, however, a part of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Lease, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(c) Any provision of this Lease that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Lease.

(d) No term or provision of this Lease may be amended, altered, modified or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of the party against which enforcement of such amendment, alteration, modification or waiver is sought. Any amendment, alteration, modification or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument effecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

(e) This Lease and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter.

(f) This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

The parties have caused this Lease to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

City of Banning

Skydive West Coast

By: _____
George Moyer
Mayor

By: _____

(Print Name & Title)

By: _____

(Print Name & Title)

Attest:

City Clerk

Approved as to Form:

By: _____
John C. Cotti
City Attorney

EXHIBIT "A"

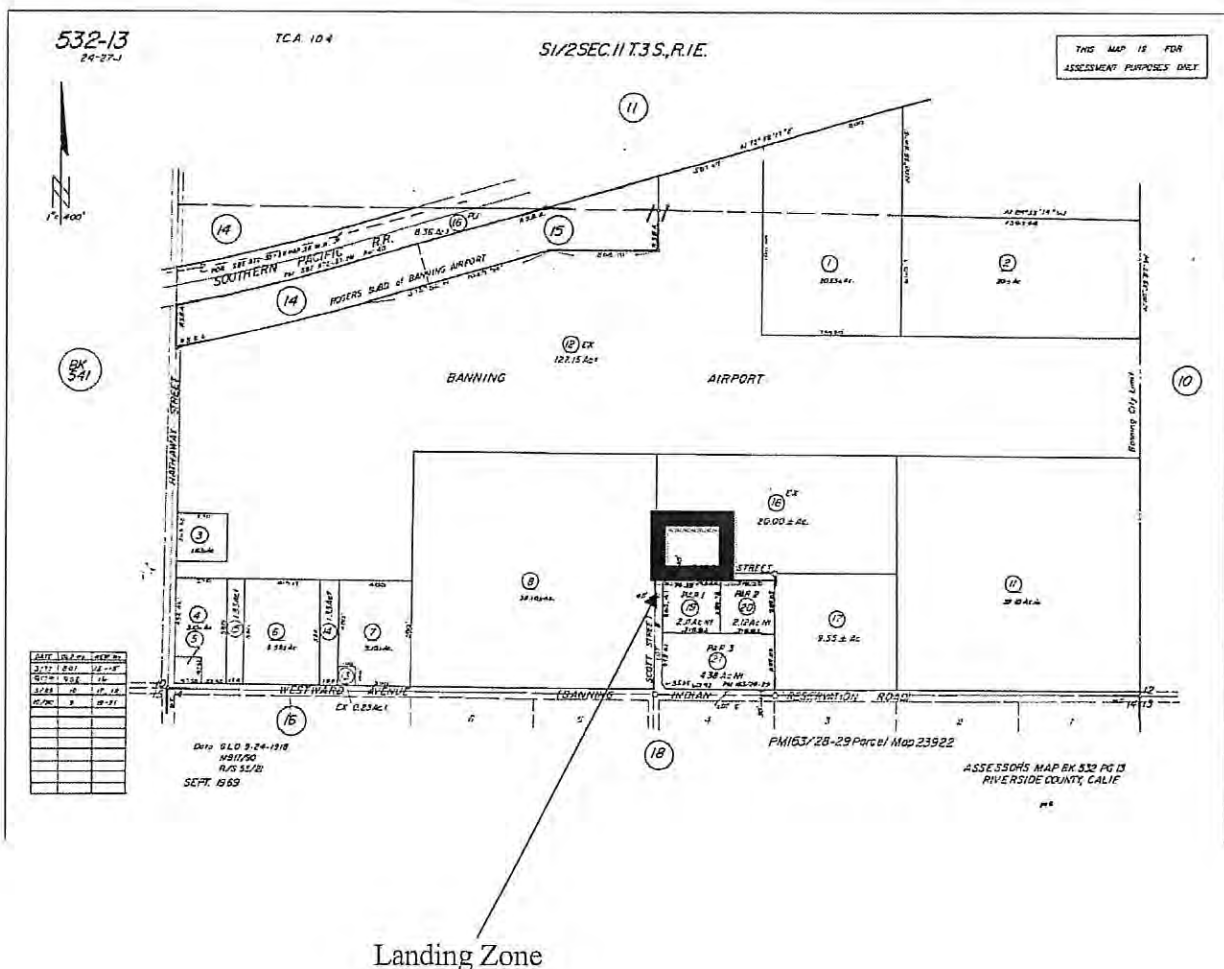
Legal Description of Premises

Premises: Skyline Hangar located at 200 S. Hathaway Street Banning, CA 92220, APN: 532-130-012

LEGAL DESCRIPTION: 127.15 ACRES M/L IN POR SEC 11 T3S R1E FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS

Landing Zone: Parcel situated in State of California, County of Riverside, City of Banning, referenced by Assessor Parcel Number: 532-130-018

LEGAL DESCRIPTION: 340 LINEAL FEET BY 340 LINEAL FEET OF THE SOUTHWEST CORNER OF PARCEL DESCRIBED AS 20.00 ACRES M/L IN POR SE ¼ OF SEC 11 T3S FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS



Aerial Map

Aerial Site Plan of Premises and Landing Zone Described in Lease Agreement

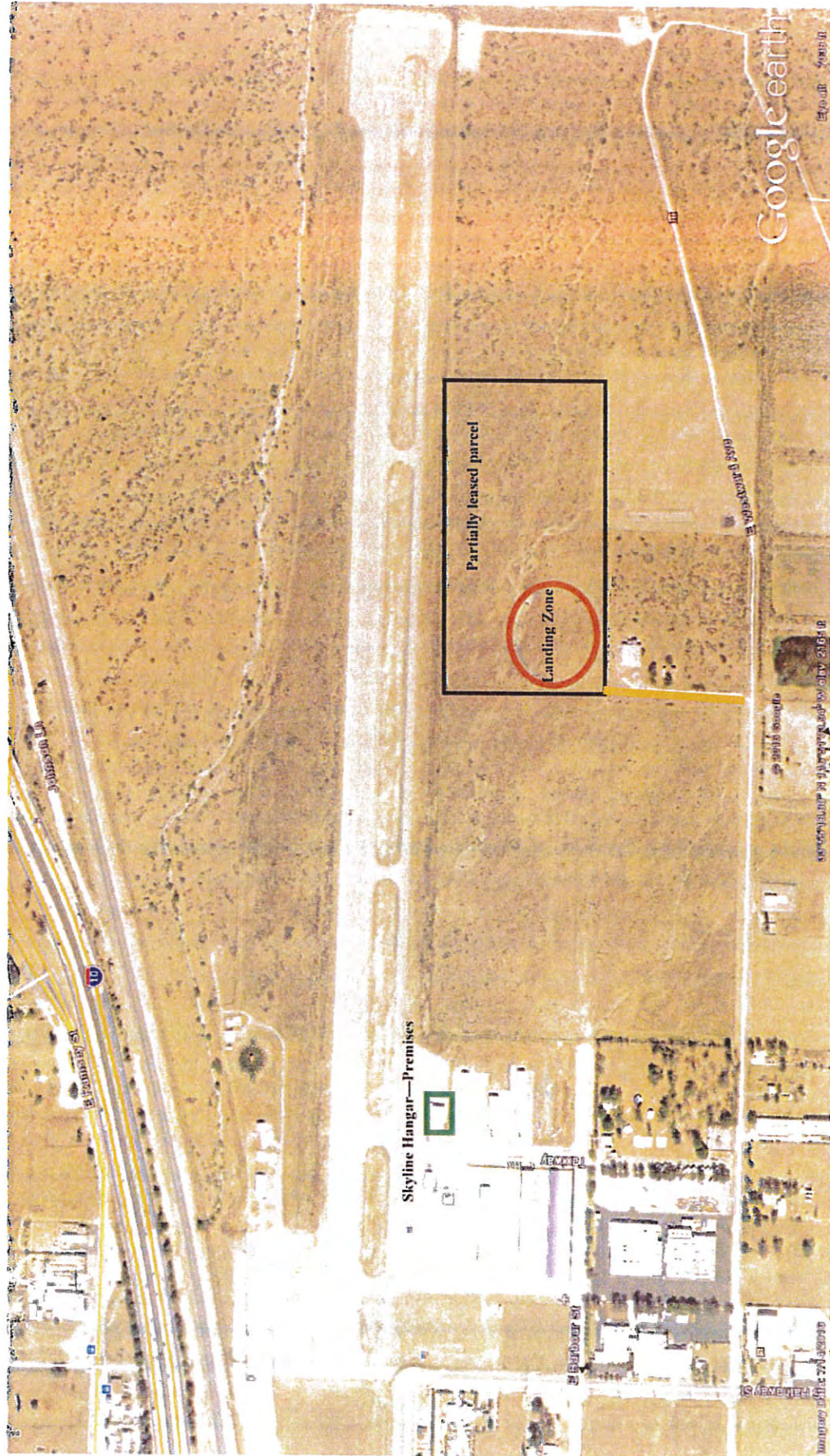
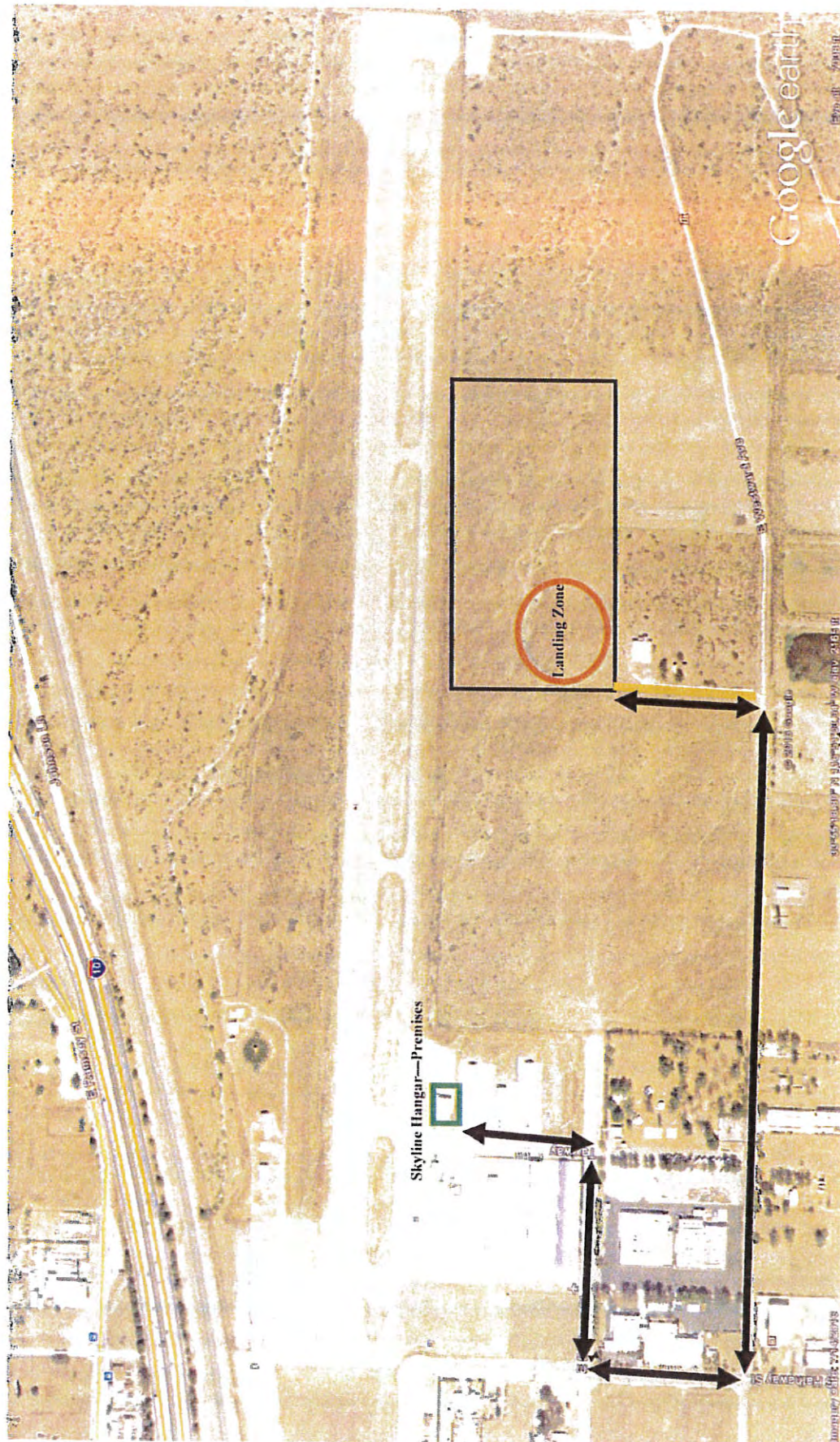


EXHIBIT "B"

Approved Travel Route between Premises and Landing Zone

Approved Transit Route To/From Premises and Landing Zone



ATTACHMENT 3

Excerpts – U.S.C.

U.S. Code > Title 49 > Subtitle VII > Part B > Chapter 471 > Subchapter I > § 47133

49 U.S. Code § 47133 - Restriction on use of revenues

US Code Notes Authorities (CFR)

[prev](#) | [next](#)

(a) PROHIBITION.—Local taxes on aviation fuel (except taxes in effect on December 30, 1987) or the revenues generated by an airport that is the subject of Federal assistance may not be expended for any purpose other than the capital or operating costs of—

(1) the airport;

(2) the local airport system; or

(3) any other local facility that is owned or operated by the person or entity that owns or operates the airport that is directly and substantially related to the air transportation of passengers or property.

(b) EXCEPTIONS.—

(1) PRIOR LAWS AND AGREEMENTS.—

Subsection (a) shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the airport owner or operator, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the owner or operator, provides that the revenues, including local taxes on aviation fuel at public airports, from any of the facilities of the owner or operator, including the airport, be used to support not only the airport but also the general debt obligations or other facilities of the owner or operator.

(2) SALE OF PRIVATE AIRPORT TO PUBLIC SPONSOR.—In the case of a privately owned airport, subsection (a) shall not apply to the proceeds from the sale of the airport to a public sponsor if—

(A) the sale is approved by the Secretary;

(B) funding is provided under this subchapter for any portion of the public sponsor's acquisition of airport land; and

(C) an amount equal to the remaining unamortized portion of any airport improvement grant made to that airport for purposes other than land acquisition, amortized over a 20-year period, plus an amount equal to the Federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996, is repaid to the Secretary by the private owner.

(3) TREATMENT OF REPAYMENTS.—

Repayments referred to in paragraph (2)(C) shall be treated as a recovery of prior year obligations.

(c) RULE OF CONSTRUCTION.—

Nothing in this section may be construed to prevent the use of a State tax on aviation fuel to support a State aviation program or the use of airport revenue on or off the airport for a noise mitigation purpose.

(Added Pub. L. 104–264, title VIII, § 804(a), Oct. 9, 1996, 110 Stat. 3271; amended Pub. L. 112–95, title I, § 149(a), Feb. 14, 2012, 126 Stat. 32.)

LII has no control over and does not endorse any external Internet site that contains links to or references LII.

ATTACHMENT 4

Resolution 2017-111

RESOLUTION 2017-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING AUTHORIZING REVENUE AMENDMENT FROM THE GENERAL FUND TO THE AIRPORT ENTERPRISE FUND

WHEREAS, the City entered into a lease agreement with Skydive West Coast for use of premises at the Banning Municipal Airport and a vacant parcel directly south and adjacent of the airport; and

WHEREAS, the City lease included lease compensation for both the office and hangar, known as 'Skyline Hangar' to be deposited into the Airport Enterprise Fund and a vacant parcel (APN 532-130-018) for a 'Landing Zone' to be deposited into the General Fund; and

WHEREAS, it was recently called to the City's attention that lease revenue for the 'Landing Zone' is required to be deposited into the Airport Enterprise Fund, per United States Code Section 47133(a); and

WHEREAS, the City desires to ensure financial accounting compliance by reprogramming lease revenues received to date for the 'Landing Zone', as well as for the term of the lease, be deposited into the Airport Enterprise Fund; and

WHEREAS, the City desires to ensure regulatory compliance by depositing lease revenues received to date and for the remainder of the lease received for SWC's Landing Zone from the General Fund into the Airport Enterprise Fund.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1: Resolution 2017-111 authorizes revenue amendment form the General Fund to the Airport Enterprise Fund, as defined herein.

SECTION 2: The Administrative Services Director is authorized to make necessary budget adjustments and transfers related to this amendment.

PASSED, APPROVED AND ADOPTED this 14th day of November 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-111, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES: Council Members Andrade, Franklin, Peterson, Welch, and Mayor Moyer

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy 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: Stephen Badgett, Interim Electric Utility Director
Jim Steffens, Power Resource & Revenue Administrator

MEETING DATE: November 14, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-105, "Approving the Receipt of an Additional 1 Megawatt (MW) of Renewable Energy and Capacity from the Puente Hills Landfill Gas-to-Energy Facility and the Updating of Appendix B of the Power Sales Agreement to Reflect this Increased 1 MW Capacity Share."

RECOMMENDED ACTION:

Adopt Resolution No. 2017-105:

- I. Approving the receipt of an additional 1 MW of renewable energy and capacity from the Puente Hills Landfill Gas-to-Energy Facility ("Facility").
- II. Approving the updating of Appendix B of that certain Power Sales Agreement ("PSA") between the City and the Southern California Public Power Authority ("SCPPA") with respect to the Facility to reflect this increased 1 MW capacity share for the City of Banning Electric Utility ("Utility").

BACKGROUND:

On June 24, 2014, the City Council approved Resolution 2014-49 authorizing the execution of the Puente Hills Landfill Gas-to-Energy Facility PSA with SCPPA. SCPPA started taking the output from the Facility, which has a nameplate capacity of 43 MWs, on January 1, 2017. The Utility's share of the Project is 20.9302% or approximately 9 MWs of the nameplate capacity. However, because the Puente Hills Landfill has shut down and is no longer accepting waste, the actual capacity of the Project has been decreasing each year as the available "fuel" is depleted. When the PSA was executed in 2014, it was estimated that the capacity of the Facility would decrease at an annual rate of 4-6%, and that in 2017 the Utility's share of the capacity would be approximately 8

MWs. However, the rate of decline in the Facility's capacity has been greater than anticipated, being closer to 11% annually. As a result, the Utility's share of the Facility produced an average of only approximately 6.5 MWs in 2017.

Several months ago, the City of Azusa, a fellow SCPPA member who also participates in the Facility, approached the Utility and informed us that they had excess power, and asked if the Utility would be interested in taking over their 1 MW share of the Facility's nameplate capacity. Since the Utility is receiving less energy from the Facility than desired, the Utility expressed its interest and asked SCPPA to advise how a transfer could be facilitated.

SCPPA has advised that since the five SCPPA members who are participating in the Facility (Azusa, Banning, Colton, Pasadena, and Vernon ("Facility Participants")), all have the same PSA, then transferring Azusa's 1 MW share is very simple. The PSAs permit the assignment of all or some of any one Facility Participant's interest to another administratively without the need to amend the PSA of any Facility Participant. Azusa's PSA would be terminated, and an updated Appendix B would be added to the PSA for all other Facility Participants reflecting the increased 1 MW capacity share of the Utility resulting from the transfer. A copy of the current Appendix B is attached herewith as Exhibit "A" of Attachment 1. The City's share of the Facility's nameplate capacity would be increased from 9.0 MW to 10.0 MW on Appendix B.

ISSUE/ANALYSIS:

The Facility is a "baseload" generating facility, meaning that it produces energy consistently around the clock. This is one of the main differences from an "intermittent" resource like solar, which only produces energy when the sun is shining. This makes the baseload resource more reliable and therefore more valuable. Especially enhancing the value of the Facility is the fact that it produces energy during the Utility's evening peak loads, when wholesale energy is most expensive due to all of the Western United States' solar production coming offline. Also adding to the Facility's value are the capacity attributes. The Facility meets the California Independent System Operator's ("CAISO") requirements for Local Capacity and System Capacity, which reduces the amount of capacity that the Utility must procure to meet its annual CAISO obligations.

The Utility entered into the PSA to help mitigate the loss of the San Juan coal plant's baseload attributes. Since the capacity of the Facility is declining faster than anticipated, the Utility is receiving less baseload energy and capacity than expected when the PSA was executed. Receiving the additional 1 MW of capacity will partially make up for this unexpected and undesirable shortfall in this valuable baseload resource.

FISCAL IMPACT:

The Utility will receive this additional energy at the same terms as the PSA, or \$80 per MWh. Assuming that the 1 MW has declined to 0.7 MW, the annual cost of the additional energy will be approximately \$465,000 in 2018. The PSA is a fixed price contract,

however, output from the Project will continue to denigrate, thereby reducing the annual expense as the actual energy received by the Utility is reduced from year to year.

Even with this additional energy, the annual energy expense from the Facility will be less than originally budgeted, as the capacity of the Facility has declined faster than anticipated.

ALTERNATIVE:

1. Do not approve, resulting in the Utility having less needed baseload energy and less needed Local Capacity resources.

ATTACHMENTS:

1. Resolution 2017-105.

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(Resolution 2017-105)

RESOLUTION 2017-105

APPROVING THE RECEIPT OF AN ADDITIONAL 1 MEGAWATT (MW) OF RENEWABLE ENERGY AND CAPACITY FROM THE PUENTE HILLS LANDFILL GAS-TO-ENERGY FACILITY AND THE UPDATING OF APPENDIX B OF THE POWER SALES AGREEMENT TO REFLECT THIS INCREASED 1 MW CAPACITY SHARE

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

WHEREAS, the City Council, pursuant to Resolution 2014-49, on June 24, 2014 authorized the execution of the Power Sales Agreement ("PSA"), including all Appendices and attachments thereto, between the City and the Southern California Public Power Authority ("SCPPA") with respect to the Puente Hills Landfill Gas-to-Energy Facility ("Facility"); and

WHEREAS, the City's Electric Utility ("Utility") is receiving less energy and capacity than expected from the Facility, due to the greater-than-anticipated decline in the capacity of the Facility; and

WHEREAS, to help compensate for this accelerated decline in the capacity of the Facility, the Utility desires to acquire the City of Azusa's 1 MW capacity share of the Facility, which is also subject to the same form power sales agreement with SCPPA, and the Utility has negotiated with Azusa to acquire such share; and

WHEREAS, SCPPA has agreed to facilitate the transfer of Azusa's 1 MW share to the Utility; and

WHEREAS, SCPPA has indicated that they can execute the transfer by updating Appendix B, attached herewith as Exhibit "A", of the City's PSA to reflect this increased 1 MW capacity share. The City's share of the Facility's nameplate capacity would be increased from 9.0 MW to 10.0 MW on Appendix B; and

WHEREAS, the transfer would be effective as of January 1, 2018. Upon transfer, the additional 1 MW will be available to the Utility under the same terms and conditions contained in the authorized and executed PSA.

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

SECTION 1. Adopt Resolution 2017-105 approving the receipt of an additional 1 MW of renewable energy and capacity from the Puente Hills Landfill Gas-to-Energy Facility.

SECTION 2. Authorize the updating of Appendix B of the PSA between the City and SCPPA with respect to the Facility, to reflect this increased 1 MW capacity share.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-105, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

Exhibit “A”

APPENDIX B*

**SCHEDULE OF SCPPA PARTICIPANTS,
CAPACITY AMOUNTS,
PARTICIPANT FACILITY OUTPUT SHARES,
PARTICIPANT FACILITY OUTPUT COST SHARES**

PARTICIPANTS	CAPACITY AMOUNTS (MW)	PARTICIPANT FACILITY OUTPUT SHARES	PARTICIPANT FACILITY OUTPUT COST SHARES
City of Azusa	1.0 MW	2.3256%	2.3256%
City of Banning	9.0 MW	20.9302%	20.9302%
City of Colton	10.0 MW	23.2558%	23.2558%
City of Pasadena	13.0 MW	30.2326%	30.2326%
City of Vernon	10.0 MW	23.2558%	23.2558%
TOTAL	43.0 MW	100.00%	100.00%

* Appendix B may be revised in accordance with the provisions of Section 10.2 of this Agreement.



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Stephen Badgett, Interim Electric Utility Director
Brandon Robinson, Associate Electrical Engineer

MEETING DATE: November 14, 2017

SUBJECT: Resolution 2017-106, Approving the Second Amendment to the Agreement for Consultant Services Between the City of Banning and Leidos Engineering, LLC

RECOMMENDED ACTION:

Consider approving Resolution 2017-106, approving the Second Amendment to the Contract Services Agreement between the City of Banning and Leidos Engineering, LLC, expanding certain tasks, eliminating other tasks, and overall reducing the contract sum to a not to exceed amount of seven hundred five thousand dollars (\$705,000.00). It would also extend the term of the agreement through March 2019.

BACKGROUND:

The City of Banning Electric Utility (Utility) originally identified the need to upgrade the distribution system during the completion of the 2004-2014 10-Year Electric System Master Plan (Plan). As a part of an effort to complete the projects that were proposed, the Banning City Council adopted Resolution 2010-27 authorizing the Electric department to utilize a portion of its Electric Bond proceeds for upgrades at Alola and Airport substations that will facilitate the completion of the 4kv to 12kV conversion. In addition to the upgrades to these substations, the Utility will also complete additional projects through the contract Including: the extension of Sunset substation distribution circuits on Mountain Ave and Wilson Street; system upgrades at Lyons Park; 4kV to 12kV Overhead and Underground Conversion of distribution circuits; and other projects related to the expansion of 12kV distribution throughout the Banning service territory.

In May 2014, the City Council adopted Resolution 2014-18 approving the Contract Services Agreement between the City of Banning and Leidos Engineering, LLC for a period of three years in the amount not to exceed \$720,000.00 (included herewith as Attachment 1). The contract was amended in September 2016, (included herewith as Attachment 4), to include a feasibility study for a proposed 230kV transmission system interconnection that would help alleviate the Utility from costs related to an increasing energy transmission tariff from Southern California Edison (SCE). The study would be included in the not to exceed amount of \$720,000.

The original term of the Agreement was three years, expiring on September 2, 2017. The revised Schedule of Performance incorporated into the Agreement by the First Amendment contemplated that work would proceed at least until March 1, 2018. Some work proposed has yet to be completed including the rebuilding of the substations and some 4-12kV distribution conversion. The Utility has also incurred costs related to the scope of work that are above original estimates for the contract and negotiations are in progress to resolve those issues.

JUSTIFICATION:

The Utility believes that the current contract should focus on the projects that are both critical and necessary to the reliability of our electric grid. It is essential that the Utility complete the upgrade of the substations in order to prepare for future expansion throughout the City. The 4kV systems at both substations are nearing the end of their useful lives and it is imperative that the Utility convert all distribution circuits throughout the entire electric system to 12kV. These upgrades will further improve the reliability of the City's electric system and provide the necessary capacity to meet existing and near future customer energy needs.

The Utility recommends that the amended contract remove Task C - Midway Substation Improvements and Task D - Sunset Substation Distribution Extension referenced in Exhibit "C" of the attached First Amendment to the Contract Services Agreement. Therefore, the Second Amendment to the Contract Services Agreement, if approved, will include the remaining three tasks: Task A – Alola Substation Upgrade/4-12kV Conversion, Task B –Airport Substation Upgrade/4-12kV Conversion, and Task C– 230kV Substation Feasibility Study (formerly Task E). The removal of Tasks C and D will provide savings under the contract that will allow the City to expand services under Task A, as explained below, so that the total cost of the contract will remain under the previously approved \$720,000.00 amount.

The Utility had decided to expand the scope of services for Task A – Alola Substation Upgrade/4-12kV Conversion during the execution of the contract. This task addresses issues with a distribution utility pole crossing the I-10 Freeway just east of Alola Street at Livingston Street. With the expansion of the Alola Substation which includes the addition of new electric distribution equipment within the existing footprint of the substation property, the Utility felt that it was imperative to modify the steel pole design at the property line to account for the reduced real estate available for structures (down guys)

to support the lightweight steel poles. The Utility also wanted to ensure that this utility pole line would be able to support a future distribution circuit should it be needed to support growing energy capacity needs within the City. As a result, the Utility recommended that Leidos Engineering design an engineered steel pole crossing which includes two poles embedded in structural concrete at the I-10 Freeway near the Alola Substation to solve the aforementioned issues. This task would increase Task A by an amount of \$86,000. However, as explained above, the removal of prior listed Tasks C and D will provide savings that will more than cover this added cost and result in overall reduction in the total amount of the contract by \$15,000.00.

The Utility has also experienced longer than expected lead times with procurement of equipment. Additionally, the process of field conversion of the Utility's overhead and underground assets has also been extensive due to the priority of emergency projects and other maintenance activities. These responsibilities have taken precedence over conversion projects and has created scheduling challenges for an already limited field operations crew. The Utility is approximately 70% complete with all distribution conversion.

Since Tasks A-C addresses the Utility's immediate needs in regards to the reliability of the City's electric system, the Utility has decided that it would best to review the requirements for the Midway Substation Improvements and Sunset Substation Distribution Extension and re-advertise the design engineering contract for both tasks. As a result, the Utility has recommended that the professional services contract for Leidos Engineering be extended to support the design and full implementation of the City's 12kV conversion goals. The Utility also recommends that the contract's not-to-exceed cost be reduced to an amount sufficient enough to support all future activities within Tasks A-C.

FISCAL IMPACT:

The proposed Second Amendment to the Agreement for Consultant Services between the City of Banning and Leidos Engineering, LLC, included herewith as Attachment 5, will add services to Task A but delete former Tasks C and D, and overall would reduce the contract sum to a not to exceed amount of seven hundred five thousand dollars (\$705,000).

OPTIONS:

1. Approve as recommended
2. Do not approve and provide alternative direction to staff

ATTACHMENTS:

1. Resolution 2017-106
2. Resolution 2014-81
3. Original Contract Services Agreement Signed September 2014
4. First Amendment to the Contract Services Agreement Signed September 2016
5. Proposed Second Amendment to the Contract Services Agreement

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-106

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF BANNING ANDDD LEIDOS ENGINEERING, LLC

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

WHEREAS, on May 13, 2014, the City Council approved the professional engineering and project management agreement between the City and Leidos Engineering to oversee the 4kV to 12kV system conversion at Alola and Airport substations and throughout the primary electric distribution network and all other Capital Improvement Projects; and

WHEREAS, on September 12, 2016 the Utility approved the First Amendment to the Agreement to include services to complete a 230kV Interconnection Feasibility Study;
and

WHEREAS, the Utility recommends that the current contract focus on the projects that are both critical and necessary to the reliability of our electric grid; and

WHEREAS, the Third Amendment, included herewith as Attachment 5, includes the reduction of the contract amount from \$720,000 to \$705,000, and the removal of Task C - Midway Substation Improvements and Task D - Sunset Substation Distribution Extension;

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

SECTION 1. The Banning City Council adopts Resolution 2017-106 approving the Second Amendment to the Contract Services Agreement between the City of Banning and Leidos Engineering, LLC, reducing the contract sum to a not to exceed amount of seven hundred five thousand dollars (\$705,000) and extending the term of the agreement through April 2019.

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

SECTION 3. The City Manager is authorized to execute the Second Amendment to the Contract Services Agreement between the City of Banning and Leidos Engineering, LLC, in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-106, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

RESOLUTION NO. 2014-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING
APPROVING THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE
CITY OF BANNING AND LEIDOS ENGINEERING, LLC**

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

WHEREAS, complete distribution system improvements and upgrades as well as all other Capital Improvement Projects are listed on the City of Banning Electric Utility's current 5-year Capital Improvement Plan; and

WHEREAS, the City of Banning desires to obtain professional engineering and project management services to oversee the 4kV to 12kV system conversion at Alola and Airport substations and throughout the primary electric distribution network and all other Capital Improvement Projects; and

WHEREAS, the City has negotiated an Agreement for such services with Leidos Engineering, LLC (attached herewith as Exhibit "A"); and

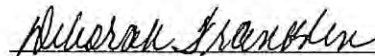
WHEREAS, funds for said Agreement are available in the Electric Bond Fund and will be appropriated during the regular budget process in each applicable Fiscal Year.

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


SECTION 1: Adopt Resolution 2014-18 approving the consulting services agreement between Leidos Engineering, LLC and the City of Banning, in a form approved by the City Attorney and authorize the City Manager or his/her designee to execute and administer said Agreement.

SECTION 2: The Administrative Services Director is authorized to make the necessary budget adjustments and transfers related to these funds.

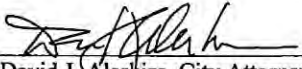
PASSED, APPROVED, AND ADOPTED this 13th day of May, 2014.


Deborah Franklin, Mayor
City of Banning

ATTEST:


Marie A. Calderon, City Clerk
City of Banning

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

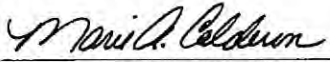


David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2014-18 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of May, 2014, by the following vote, to wit:

AYES: Councilmembers Miller, Peterson, Westholder, Welch, Mayor Franklin
NOES: None
ABSTAIN: None
ABSENT: None



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

Exhibit "A"

Reso. No. 2014-18.

CONTRACT SERVICES AGREEMENT

By and Between

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

and

LEIDOS ENGINEERING, LLC

CONTRACT CONSULTANT SERVICES AGREEMENT_LEIDOS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
LEIDOS ENGINEERING, LLC**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2014 by and between the City of Banning, a municipal corporation ("City") and Leidos Engineering, LLC, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

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

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

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

D. The Parties desire to formalize the selection of 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 that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, 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. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. 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 reinstitution 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 Agreement 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 Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by 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 Seven Hundred Twenty Thousand Dollars (\$720,000.00) (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the 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. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, 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, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of 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:

P. Anthony Hanson
(Name)

Senior Project Manager
(Title)

Steven S. Rupp
(Name)

Vice President
(Title)

(Name)

(Title)

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 of City. 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 Agency 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 Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of 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 Agency.

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, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the 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. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days

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

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

CANCELLATION:

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

[to be initialed]

Agent 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 indemnsors' 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 due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the 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 attorneys 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 _____ (\$ _____) 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 Agency, except that where termination is due to the fault of the Agency, 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 Agency Officers and Employees.

No officer or employee of the Agency 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 Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The 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 Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONTRACTOR:

LEIDOS ENGINEERING, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	_____	TITLE OR TYPE OF DOCUMENT
	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER	DATE OF DOCUMENT

SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

CONTRACT CONSULTANT SERVICES
AGREEMENT_LEIDOS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <div style="margin-left: 40px;">_____ TITLE(S)</div>	<div style="margin-left: 40px;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <div style="margin-left: 40px;">_____ GENERAL</div>	<div style="margin-left: 40px;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	<div style="margin-left: 40px;">_____ DATE OF DOCUMENT</div>
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	SIGNER(S) OTHER THAN NAMED ABOVE _____ _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Engineering and Design Services for capital improvement projects which will include, but are not limited to

- Replace existing 34-kV/4-kV with new 69x34-kV/12-kV Substation for Airport and Alola Substations
- Overhead and Underground 4-kV to 12-kV voltage conversion
- Conversion of Overhead distribution to underground distribution at voltages of 34-kV and 12-kV
- 12-kV distribution system modifications

B. Project Management

C. Environmental Review and Permitting

D. Procurement of materials, equipment, and construction services

E. Engineering Services during construction

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

A. An Engineer's Task proposal containing the following information for each task:

- A description of the work to be performed
- The estimated cost
- Time required to complete
- Any extraordinary project parameters

B. Conduct field investigations and prepare calculations, design drawings, construction and material standards, construction specifications, material and equipment specifications, cost estimates, and cost-loaded project schedules as may be required to define the work for completion by either the City or a Contractor hired by the City

C. Provide environmental review, geotechnical studies and surveying to complete the work

D. Prepare weekly progress reports of approved projects

- E. Preparation of bid packages and review of contractor bids
 - F. Prepare requests for information, submittal information, and change orders
 - G. Submit as-built records and drawings at the closing of each construction project
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
- A. Conduct periodic project review meetings during design
 - B. Submittal of weekly progress reports of approved projects
 - C. Prepare meeting minutes, meeting agendas, and action items during the construction of projects
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor will utilize the following personnel to accomplish the Services:**
- A. Senior Project Manager Anthony Hanson
 - B. Deputy Project Manager Jon Olenski
 - C. Quality Assurance/Quality Control Ken Aldridge
 - D. Substation Lead Electrical Engineer Blake Dicus
 - E. Substation Electrical Engineer Adam Fox
 - F. Substation Lead Electrical Engineer Adam Stevenson
 - G. Substation Electrical Designer Edward Durham
 - H. Senior Substation Relay & Controls Engineer Robert Jenkins
 - I. Substation Relay & Controls / SCADA Engineer Jack Wallace
 - J. Senior Civil Engineer Richard Lippold
 - K. Senior Civil Engineer Matthew Bell
 - L. Civil Engineer Garrett Moak

CONTRACT CONSULTANT SERVICES AGREEMENT_LEIDOS

- M. Civil Engineer Justin Solitro
- N. Senior Distribution Engineer Paul Dorvel
- O. Senior Distribution Engineer Larry McCullum
- P. Senior Distribution Designer Larry Hendershot
- Q. Senior Distribution Engineer Steve Baumgart
- R. Distribution Designer Chris Collier
- S. SCADA Engineer Jason Evans
- T. Environmental/CEQA Lead Andrew Nelson
- U. Environmental/CEQA Support Jessica Degner
- V. Environmental/CEQA Support Lauren Brown
- W. Project Assistant Valerie Crawford
- X. Administrative Assistant Dana Hight

CONTRACT CONSULTANT SERVICES AGREEMENT_LEIDOS

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

**CONTRACT TERMS TO BE ADDED TO CITY OF BANNING'S STANDARD
PROFESSIONAL SERVICES AGREEMENT**

SCOPE OF SERVICES.

1.12 Retention of Engineer. City hereby retains Consultant to perform, and Consultant agrees to render, technical and professional services, including labor, material, equipment, supervision and expertise for various projects for the City's Electric Utilities Department. Services rendered under this Agreement, shall be administered by the City's Electric Utilities Department (the "Department") for various capital improvement projects.

1.13 Assigned Project. During the term of this Agreement, Consultant shall have the opportunity to submit proposals ("Engineer's Task Proposal") for various capital improvement projects ("Assigned Project"). The scope of work for the project will be defined in a Request for Proposals issued by City. All Engineer's Task Proposals submitted shall be reviewed by the City, and Consultant shall perform the services for the project. Acceptance of Engineer's Task Proposal shall be made in the form of a Task Authorization for Assigned Project, to be initiated and created by the Department. Execution of this Agreement by Consultant and/or the submission of Engineer's Task Proposals for City Assigned Projects does not guarantee the award of a Task Authorization.

CONSULTANT'S COMPENSATION.

4.6 Services. Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Task Authorization for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects shall not exceed \$720,000 over the term of this Agreement without prior approval of the City Council.

4.7 Extra Services. Payment for Extra Services shall be negotiated between City and Consultant on the basis of the Professional Hourly Rates schedule negotiated for the Assigned Project.

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	Task A	See Exhibit C-1	As needed throughout project	\$720,000.00

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

V. The total compensation for the Services shall not exceed \$720,000.00, as provided in Section 2.1 of this Agreement.

VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Task A	As needed throughout project	Expected Project completion date of 6/30/2017

- II. Contractor shall deliver the following tangible work products to the City by the following dates.

- A. Engineer's Task Proposals – as needed throughout the project
- B. Bid packets which include design drawings and specifications – as needed throughout the project
- C. Progress Reports, Meeting Agendas & Minutes – as needed throughout the project
- D. As-built drawings – at the closing of each construction project

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

Performance Guarantee

If the City determines through reasonable evidence that the performance of the Work is behind schedule such that the Contractor will be unable to achieve Substantial Completion in accordance with the Schedule of Performance, the City shall have the right, but no obligation, to order the Contractor in writing to take corrective measures necessary to expedite the progress of design, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower and facilities and (iii) other similar measures (collectively "*Extraordinary Measures*"). The determination of whether the progress of the Work is behind schedule shall take into account any extensions in time to which the Contractor is entitled under Section 3.3 herein. The City is hereby permitted to continue use of Extraordinary Measures until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's achievement of Substantial Completion in accordance with the Schedule of Performance. In no event shall the City have control over, charge of, or any responsibility for design means, methods, techniques, sequences or procedures, notwithstanding the rights and authority granted in this Section or elsewhere in the Contract Documents. If the Contractor contends that the Extraordinary Measures are the result of fault of the City, or some other event that may justify an

extension of the Contract Time pursuant to Section 3.3 of this Contract, the Contractor may make a claim for additional time or cost pursuant to Article 3 herein. The City may exercise its rights under or pursuant to this Section frequently as the City deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the Schedule of Performance and the Contract Documents.

CONTRACT CONSULTANT SERVICES AGREEMENT_LEIDOS

SAMPLE

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]

CONTRACT CONSULTANT SERVICES AGREEMENT_LEIDOS

EXHIBIT "C-1"
SCHEDULE OF PERFORMANCE

The rates listed below will be in effect through April 1, 2015. Payment to the Leidos for services performed under this agreement shall be on the basis of the following hourly labor rates:

2014 Hourly Labor Rates for Leidos Personnel

Role	Staff Name	Hourly Labor Rate (\$)
Senior Project Manager	Anthony Hanson	192
Deputy Project Manager	Jon Olenski	173
Quality Assurance/Quality Control	Ken Aldridge	192
Substation Lead Electrical Engineer	Blake Dicus	125
Substation Electrical Engineer	Adam Fox	88
Substation Lead Electrical Engineer	Adam Stevenson	125
Substation Electrical Designer	Edward Durham	92
Senior Substation Relay & Controls Engineer	Robert Jenkins	175
Substation Relay & Controls / SCADA Engineer	Jack Wallace	115
Senior Civil Engineer	Richard Lippold	172
Senior Civil Engineer	Matthew Bell	172
Civil Engineer	Garrett Moak	130
Civil Engineer	Justin Solitto	94
Senior Distribution Engineer	Paul Dorvel	175
Senior Distribution Engineer	Larry McCullum	175
Senior Distribution Designer	Larry Hendershot	143
Senior Distribution Engineer	Steve Baumgart	175
Distribution Designer	Chris Collier	91
SCADA Engineer	Jason Evans	88
Environmental/CEQA Lead	Andrew Nelson	177
Environmental/CEQA Support	Jessica Degner	103
Environmental/CEQA Support	Lauren Brown	103
Project Assistant	Valerie Crawford	69
Administrative Assistant	Dana Hight	60

Rates will be increased 3% for 2015 and 2016 services.

ATTACHMENT 3

CONTRACT SERVICES AGREEMENT

FOR

SUBSTATION 12KV CONVERSION PROJECT

By and Between

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

and

LEIDOS ENGINEERING, LLC

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BANNING, CALIFORNIA
AND
LEIDOS ENGINEERING, LLC**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 3rd day of September, 2014 by and between the City of Banning, a municipal corporation ("City") and Leidos Engineering, LLC, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in 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 Services Agreement and the City Manager has authority to execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

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

1.2 Contractor's Proposal.

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 that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, 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. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. 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 reinstitution 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 for the actual cost of the extra work 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. City may in its sole discretion have similar work done by other contractors.

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 Seven Hundred Twenty Thousand Dollars (\$720,000.00) (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the 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. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer'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, Articles 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, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of 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:

~~P. Anthony Hansen~~ *SP*
(Name)

~~Senior Project Manager~~ *SP*
(Title)

Steven S. Rupp
(Name)

Vice President
(Title)

Adam Stevenson *SP*
(Name)

Project Manager *SP*
(Title)

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 of City. 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, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the 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 policy must specify that where the primary insured does not satisfy the self insured retention, any additional insured may satisfy the self

insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

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

[to be initialed]

Agent 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 due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the 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, re-use 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 attorneys 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 _____ N/A _____ (\$ _____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

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

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

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

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

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender, 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.

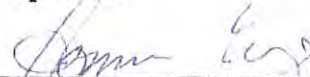
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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 Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation



City Manager

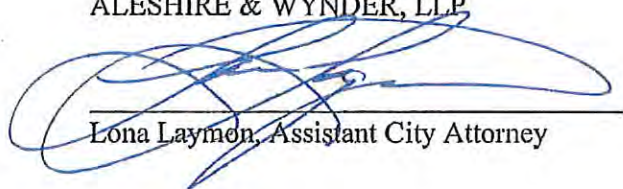
ATTEST:



City Clerk

APPROVED AS TO FORM:

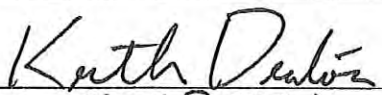
ALESHIRE & WYNDER, LLP



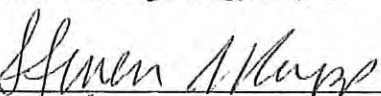
Lona Laymon, Assistant City Attorney

CONTRACTOR:

LEIDOS ENGINEERING, LLC

By: 

Name: KEITH DEATON
Title: VICE PRESIDENT

By: 

Name: STEVEN S RUPP
Title: VICE PRESIDENT

Address: 151 SAUNDERSVILLE RD
SUITE 300
HENDERSONVILLE, TN 37075

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ Tennessee

COUNTY OF Davidson

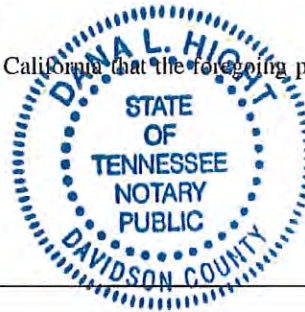
On 8-8 2014 before me, Dana L. Hight, personally appeared Keith Dalton, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Dana L. Hight

My commission expires 10-18-16



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

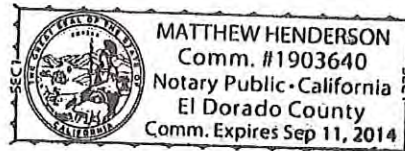
COUNTY OF El Dorado

On Aug 18, 2014 before me, Matthew Henderson, Notary Public, personally appeared Steven G. Rupp, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature]



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT

TITLE(S)		
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		_____
<input type="checkbox"/> OTHER _____		
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Engineering and Design Services for capital improvement projects which will include, but are not limited to

- Replace existing 34-kV/4-kV with new 69x34-kV/12-kV Substation for Airport and Aloha Substations
- Overhead and Underground 4-kV to 12-kV voltage conversion
- Conversion of Overhead distribution to underground distribution at voltages of 34-kV and 12-kV
- 12-kV distribution system modifications

B. Project Management

C. Environmental Review and Permitting

D. Procurement of materials, equipment, and construction services

E. Engineering Services during construction

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

A. An Engineer's Task proposal containing the following information for each task:

- A description of the work to be performed
- The estimated cost
- Time required to complete
- Any extraordinary project parameters

B. Conduct field investigations and prepare calculations, design drawings, construction and material standards, construction specifications, material and equipment specifications, cost estimates, and cost-loaded project schedules as may be required to define the work for completion by either the City or a Contractor hired by the City

C. Provide environmental review, geotechnical studies and surveying to complete the work

D. Prepare weekly progress reports of approved projects

- E. Preparation of bid packages and review of contractor bids
 - F. Prepare requests for information, submittal information, and change orders
 - G. Submit as-built records and drawings at the closing of each construction project
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
- A. Conduct periodic project review meetings during design
 - B. Submittal of weekly progress reports of approved projects
 - C. Prepare meeting minutes, meeting agendas, and action items during the construction of projects
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor will utilize the following personnel to accomplish the Services:**
- A. ~~Senior Project Manager Anthony Hanson~~ *Adam Stevenson*
 - B. Deputy Project Manager Jon Olenski
 - C. Quality Assurance/Quality Control Ken Aldridge
 - D. Substation Lead Electrical Engineer Blake Dicus
 - E. Substation Electrical Engineer Adam Fox
 - F. Substation Lead Electrical Engineer Adam Stevenson
 - G. Substation Electrical Designer Edward Durham
 - H. Senior Substation Relay & Controls Engineer Robert Jenkins
 - I. Substation Relay & Controls / SCADA Engineer Jack Wallace
 - J. Senior Civil Engineer Richard Lippold
 - K. Senior Civil Engineer Matthew Bell
 - L. Civil Engineer Garrett Moak

- M. Civil Engineer Justin Solitro
- N. Senior Distribution Engineer Paul Dorvel
- O. Senior Distribution Engineer Larry McCullum
- P. Senior Distribution Designer Larry Hendershot
- Q. Senior Distribution Engineer Steve Baumgart
- R. Distribution Designer Chris Collier
- S. SCADA Engineer Jason Evans
- T. Environmental/CEQA Lead Andrew Nelson
- U. Environmental/CEQA Support Jessica Degner
- V. Environmental/CEQA Support Lauren Brown
- W. Project Assistant Valerie Crawford
- X. Administrative Assistant Dana Hight

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

1. Delete the last 3 sentences of Section 1.1 and replace with the following:

“Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services.”

2. In section 1.5, replace the word “warrants” with “represents” where appearing.
3. At the end of section 1.6, add the following: “or the negligence of a third party.”
4. Delete section 1.7, and replace with the following:

“1.7. Reperformance of Services.

If City believes any of the services provided under this Agreement do not comply with the terms of this Agreement, City shall promptly notify Contractor to permit Contractor to have an opportunity to investigate. If the services do not meet the applicable standard of care, Contractor will promptly reperform the services at no additional cost to City, including assisting City in selecting remedial actions.”

5. Section 1.12 is added to Article 1 to read as follows:

“1.12 Retention of Engineer.

City hereby retains Contractor to perform, and Contractor agrees to render, technical and professional services, including labor, material, equipment, supervision and expertise for various projects for the City’s Electric Utilities Department. Services rendered under this Agreement, shall be administered by the City’s Electric Utilities Department (the “Department”) for various capital improvement projects.”

6. Section 1.13 is added to Article 1 to read as follows:

“1.13 Assigned Project.

During the term of this Agreement, Consultant shall have the opportunity to submit proposals (“Engineer’s Task Proposal”) for various capital improvement projects (“Assigned Project”). The scope of work for the project will be defined in a Request for Proposals issued by City. All Engineer’s Task Proposals submitted shall be reviewed by the City, and Consultant shall perform the services for the project. Acceptance of Engineer’s Task Proposal shall be made in the form of a Task Authorization for Assigned Project, to be initiated and created by the Department. Execution of this Agreement by Consultant and/or the submission of Engineer’s Task Proposals for City Assigned Projects does not guarantee the award of a Task Authorization.”

7. Section 4.7 is hereby added to Article 4 to read as follows:

"4.7 Extra Services.

Payment for Extra Services shall be negotiated between City and Consultant on the basis of the Professional Hourly Rates schedule negotiated for the Assigned Project. Extra services shall be defined as any work requested to be performed that is outside the Scope of Services as described in Exhibit A or work that has been identified and is related to the scope of work described in the Request for Proposal issued by the City."

8. In Section 5.2, delete all references to certificates of insurance, and replace with the following:

"Contractor shall provide City with its Memorandum of Insurance evidencing the required coverages and endorsements."

9. In Section 5.2, delete the title "CANCELLATION" and the following sentence, and replace with the following:

"Contractor shall provide City at least 30 days' written notice of cancellation of any policy required herein."

10. Amend the first paragraph of Section 5.3(c) as follows:

"In the event the City, its officers, agents or employees is made a party to any legal or administrative action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of the negligent performance of, or failure to perform the work, operation or activities of Contractor required by this Agreement, Contractor agrees to pay the City, its officers, agents or employees any and all costs and expenses incurred by the City its officers, agents or employees for the City's defense of such action or proceeding, which costs of defense include all costs and expenses to the extent they are reasonable in amount, are actually and necessarily incurred in good faith by the City and directly related to the legal or administrative action or proceeding filed or prosecuted against Contractor."

11. The last two sentences of the second paragraph of Section 5.3(c) shall be revised as follows:

"The provisions of this Section do not apply to claims or liabilities to the extent they are the result of City's negligence or willful acts or omissions. The 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."

12. In Section 5.3, add the following:

"(d) No employee shall have individual liability to City."

13. Delete Section 5.4 Performance Bond

14. In Section 5.5, delete all after the first sentence.

15. In section 7.3(i), delete the following:

“or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by City.”

16. Delete Section 7.7 Liquidated Damages

17. In Section 7.8, delete the 6th sentence and delete the following in the 5th sentence:

“Except where the Contractor has initiated termination.”

18. In Section 7.10, delete the last sentence.

19. Section 7.11 is hereby added to Article 7 to read as follows:

“Section 7.11 Performance Guarantee.

If the City determines through reasonable evidence that the performance of the Work is behind schedule such that the Contractor will be unable to achieve Substantial Completion in accordance with the Schedule of Performance, the City shall have the right, but no obligation, to order the Contractor in writing to take corrective measures necessary to expedite the progress of design, including, without limitation: (i) working additional shifts or overtime, (ii) supplying additional manpower and facilities and (iii) other similar measures (collectively "*Extraordinary Measures*"). There shall be no additional compensation for such Extraordinary Measures. The determination of whether the progress of the Work is behind schedule shall take into account an extensions in time to which the Contractor is entitled under Section 3.3 herein. The City is hereby permitted to continue use of Extraordinary Measures until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's achievement of Substantial Completion in accordance with the Schedule of Performance. In no event shall the City have control over, charge of, or any responsibility for design means, methods, techniques, sequences or procedures, notwithstanding the rights and authority granted in this Section or elsewhere in the Contract Documents. If the Contractor contends that the Extraordinary Measures are the result of fault of the City, or some other event that may justify an extension of the Contract Time pursuant to Section 3.3 of this Contract, the Contractor may make a claim for additional time or cost pursuant to Article 3 herein. The City may exercise its rights under or pursuant to this Section frequently as the City deems reasonably necessary to ensure that the Contractor's performance of the Work will comply with the Schedule of Performance and the Contract Documents.”

EXHIBIT "C"
COMPENSATION

- I. Contractor will begin work on the project immediately following receipt of the authorization to proceed. We estimate that the Substation 12kV Conversion Project can be completed by March 31, 2016, which will include all Scope of Services as defined in Exhibit A. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	Alola Station Upgrade/4-12kV Conversion	See Exhibit C-1	See Exhibit D	\$300,000.00
B.	Airport Substation Upgrade/4-12kV Conversion	See Exhibit C-1	See Exhibit D	\$200,000.00
C.	Midway Substation Improvements	See Exhibit C-1	See Exhibit D	\$20,000.00
D.	Sunset Substation Distribution Extension	See Exhibit C-1	See Exhibit D	\$200,000.00

II. **DELETED**

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

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

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

- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed \$720,000.00, as provided in Section 2.1 of this Agreement.**
- VI. **The Contractor's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Alola Station Upgrade/4-12kV Conversion	465 Days	Expected Project completion date of 10/9/2015
A.	Airport Substation Upgrade/4-12kV Conversion	465 Days	Expected Project completion date of 10/9/2015
A.	Midway Substation Improvements	150 Days	Expected Project completion date of 6/30/2016
A.	Sunset Substation Distribution Extension	275 Days	Expected Project completion date of 3/31/2017

Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Task Authorization for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects shall not exceed \$720,000 over the term of this Agreement without prior approval of the City Council.

- II. Contractor shall deliver the following tangible work products to the City by the following dates.**

- A. Engineer's Task Proposals – as needed throughout the project
- B. Bid packets which include design drawings and specifications – as needed throughout the project
- C. Progress Reports, Meeting Agendas & Minutes – as needed throughout the project
- D. As-built drawings – at the closing of each construction project

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

EXHIBIT "C-1"
SCHEDULE OF PERFORMANCE

The rates listed below will be in effect through April 1, 2015. Payment to the Leidos for services performed under this agreement shall be on the basis of the following hourly labor rates:

2014 Hourly Labor Rates for Leidos Personnel

Role	Staff Name	Hourly Labor Rate (\$)
Senior Project Manager	Anthony Hanson	192
Deputy Project Manager	Jon Olenski	173
Quality Assurance/Quality Control	Ken Aldridge	192
Substation Lead Electrical Engineer	Blake Dicus	125
Substation Electrical Engineer	Adam Fox	88
Substation Lead Electrical Engineer/Project Manager	Adam Stevenson	125
Substation Electrical Designer	Edward Durham	92
Senior Substation Relay & Controls Engineer	Robert Jenkins	175
Substation Relay & Controls / SCADA Engineer	Jack Wallace	115
Senior Civil Engineer	Richard Lippold	172
Senior Civil Engineer	Matthew Bell	172
Civil Engineer	Garrett Moak	130
Civil Engineer	Justin Solitro	94
Senior Distribution Engineer	Paul Dorvel	175
Senior Distribution Engineer	Larry McCullum	175
Senior Distribution Designer	Larry Hendershot	143
Senior Distribution Engineer	Steve Baumgart	175
Distribution Designer	Chris Collier	91
SCADA Engineer	Jason Evans	88
Environmental/CEQA Lead	Andrew Nelson	177
Environmental/CEQA Support	Jessica Degner	103
Environmental/CEQA Support	Lauren Brown	103
Project Assistant	Valerie Crawford	69
Administrative Assistant	Dana Hight	60

Rates will be increased 3% for 2015 and 2016 services.

ATTACHMENT 4

CITY OF BANNING
Purchase Order

PAGE 1
P O NO 027350
DATE 06/30/15
CHANGE #: 3
DATE CHG: 10/05/16

Invoice To: City of Banning - Finance Department
P.O. Box 998, Banning, CA 92220
(951) 922-3113 • Fax (951) 922-3165

TO

LEIDOS ENGINEERING, LLC
9400 N BROADWAY, STE 300
OKLAHOMA CITY, OK 73114

SHIP TO:

CITY OF BANNING
176 E LINCOLN ST
PO BOX 998
BANNING, CA 92220

VENDOR NO.		All purchases are subject to the terms and conditions on the reverse side of this form.				
6701						
DELIVER BY	SHIP VIA	F.O.B.	TERMS			
12/30/17			NET			
CONFIRM BY		CONFIRM TO		REQUISITIONED BY		
STEVE BAUMGART		PAMELA D'SPAIN				
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE	
		SEE BELOW				
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST	
1	309869.72	EA	***** * * CHANGE ORDER * ***** ALOLA SUBSTATION UPGRADE - ENGINEERING & DESIGN SERVICES.	1.0000	309869.72	
2	224437.02	EA	AIRPORT SUBSTATION UPGRADE - ENGINEERING & DESIGN SERVICES	1.0000	224437.02	
3	5000.00	EA	REV PORTION OF INV-0003534264 S/B ALOLA	1.0000	5000.00	
4	13154.00	EA	REV PORTION OF INV-0003596528 OVERPMT & S/B ALOLA	1.0000	13154.00	
5	6283.02	EA	REV PORTION OF INV-0003653913 S/B ALOLA	1.0000	6283.02	
6	9869.72	EA	REV PORTION OF INV-0003658710 S/B AIRPORT	1.0000	9869.72	
7	146300.00	EA	SUNSET SUBSTATION UPGRADE - ENGINEERING & DESIGN	1.0000	146300.00	

AUTHORIZED BY

Jennifer McCoy
PURCHASING OFFICER

CITY OF BANNING
Purchase Order

PAGE 2
P.O. NO 027350
DATE 06/30/15
CHANGE #: 3
DATE CHG: 10/05/16

Invoice To: City of Banning - Finance Department
P.O. Box 998, Banning, CA 92220
(951) 922-3113 • Fax (951) 922-3165

TO

SHIP TO

LEIDOS ENGINEERING, LLC
9400 N BROADWAY, STE 300
OKLAHOMA CITY, OK 73114

CITY OF BANNING
176 E LINCOLN ST
PO BOX 998
BANNING, CA 92220

VENDOR NO.		All purchases are subject to the terms and conditions on the reverse side of this form.			
6701					
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
12/30/17			NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
STEVE BAUMGART		PAMELA D' SPAIN			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		SEE BELOW			
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * CHANGE ORDER * *****		
8	50000.00	EA	MIDWAY SUBSTATION IMPROVEMENTS	1.0000	50000.00
9	23700.00	EA	SUNSET 230KV SUBSTATION FEASIBILITY STUDY PER THE FIRST AMENDMENT DATED AUGUST 25, 2016 SHIFTING FUNDS FROM THE SUNSET SUBSTATION DISTRIBUTION EXTENSION. TOTAL CONTRACT AMOUNT REMAINS AT \$720,000. AMENDS THE ORIGINAL CONTRACT DATED SEPTEMBER 3, 2014.	1.0000	23700.00
				SUB-TOTAL	720000.00
				TOTAL	720000.00
REMARKS: ENGINEERING & DESIGN SERVICES FOR THE ALOLA SUBSTATION (\$300,000 TOTAL), AIRPORT SUBSTATION					

AUTHORIZED BY

Jennifer McCoy
PURCHASING OFFICER

CITY OF BANNING
Purchase Order

PAGE 3
P O NO 027350
DATE 06/30/15
CHANGE #: 3
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Invoice To: City of Banning - Finance Department
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TO

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OKLAHOMA CITY, OK 73114

CITY OF BANNING
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VENDOR NO.		All purchases are subject to the terms and conditions on the reverse side of this form.			
6701					
DELIVER BY	SHIP VIA	F.O.B.		TERMS	
12/30/17				NET	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
STEVE BAUMGART		PAMELA D'SPAIN			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		SEE BELOW			
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * CHANGE ORDER * *****		
			(\$200,000 TOTAL), MIDWAY SUBSTATION (\$50,000), SUNSET SUBSTATION (\$170,000) FOR A TOTAL CONTRACT AMOUNT OF \$720,000.00. PER CONTRACT DATED SEPTEMBER 3, 2014. APPROVED BY CITY COUNCIL RESOLUTION 2014-18 ON MAY 13, 2014. ADDED LINE ITEMS & \$ BACK TO LINE 1 & 2 TO CORRECT INVOICES RECEIVED ON THE WRONG LINES AND A DUPLICATE PAYMENT. 1/19/16 PSD ADDED FY16 BUDGET TO LINE ITEMS AND SET UP SUNSET SUBSTATION 1/21/16 PSD ADDED FY17 BUDGET TO LINE ITEMS AND SET UP MIDWAY SUBSTATION 10/5/16 PSD		
	REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
	2015	06/30/15	PSD		300000.00
	67470004739632				
	2015	06/30/15	PSD		200000.00
	67470004739633				
	2015	01/21/16	PSD		146300.00
	67470004739618				
	2015	10/05/16	PSD		50000.00
	67470004739612				

AUTHORIZED BY

Jennifer McCoy
PURCHASING OFFICER

CITY OF BANNING
Purchase Order

PAGE 4
P O NO 027350
DATE 06/30/15
CHANGE #: 3
DATE CHG: 10/05/16

Invoice To: City of Banning - Finance Department
P.O. Box 998, Banning, CA 92220
(951) 922-3113 • Fax (951) 922-3165

TO: LEIDOS ENGINEERING, LLC
9400 N BROADWAY, STE 300
OKLAHOMA CITY, OK 73114

SHIP TO: CITY OF BANNING
176 E LINCOLN ST
PO BOX 998
BANNING, CA 92220

VENDOR NO.		All purchases are subject to the terms and conditions on the reverse side of this form.			
6701					
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
12/30/17					
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * CHANGE ORDER * * *****		
	REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
	2015	10/05/16	PSD		23700.00
	67470004733311				

AUTHORIZED BY

Jennifer McCoy
PURCHASING OFFICER

CITY OF BANNING
PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order including all attachments, constitutes the entire agreement between the vendor and the City of Banning (City) covering the goods and/or services described herein (the "goods") except as otherwise noted on the front. Failure to decline to perform in writing constitutes agreement to the terms of the Purchase Order.

1. **DEFINITIONS:** The term "City" means the City of Banning, California, "Purchasing Manager" means authorized personnel from the Purchasing Division, and "Vendor" or "Contractor" means person, firm or corporation providing the goods and/or services to the City. "Goods" means the products, goods, commodities or services purchased pursuant to the Purchase Order. The word "Purchase Order" means the Purchase Order or Blanket Purchase Order, including all attachments such as specifications, or contract agreements issued to the vendor by the City. In the event of a conflict between a signed contract agreement with the City, and these terms and conditions, the signed contract agreement takes precedence.
2. **PRICE:** This Purchase Order shall not be filled at prices higher than specified herein. If the delivery of the commodity or service cannot be made exactly as specified and at the time and price shown, notify the City Purchasing Division immediately at the address located on the Purchase Order.
3. **CHANGES:** This Purchase Order may, at any time, be changed with regard to the material or services to be furnished, or other matters affecting a valid order. However in order to be effective, any such change or amendment must be in writing. In the event that any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or decrease in the cost thereof. Any such adjustment shall be subject to a written Change Order approved by the Purchasing Manager. No substitution of Goods ordered will be made unless authorized by the Purchasing Manager.
4. **EXCISE TAX:** If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price of the article. The City of Banning, as a governmental agency, is exempt from the payment of said tax and will issue an exemption certificate upon request.
5. **SALES AND USE TAXES:** Sales tax must be shown on the invoice as a separate item. On out-of-state purchases, the vendor must show his Use Tax Permit Number issued by the California State Board of Equalization, which has authorized him to charge and collect California sales tax.
6. **FREIGHT CHARGES:** No charges for transportation, containers, packing, etc. will be allowed unless so specified in this Order. Unless otherwise noted, freight is to be shipped F.O.B. Destination. Vendor owns title to goods and is responsible for goods until reaching the City's designated destination. When freight charges are pre-approved by the City, the seller's actual freight charges shall be prepaid and added to the invoice. These charges shall be shown as a separate item on the invoice.
7. **DELIVERY DATE:** If this Purchase Order is issued for Services, vendor must have work completed by delivery date. If the Purchase Order is for goods, the goods must be shipped and must arrive at the destination specified by the City in strict compliance with the shipping and quantity schedule set forth on the first page of this Purchase Order. Any failure by the Vendor to meet the required delivery date (set forth on the Purchase Order) will constitute a material default. The Vendor must notify the City immediately if the Vendor reasonably believes that the Vendor will not be able to meet the required delivery date for any reason. In addition, the Vendor must promptly provide the City with a schedule that the Vendor reasonable believes it will be able to meet.
8. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance shall be at the destination specified on the face of the Purchase Order, unless otherwise directed by the City. Until delivery and acceptance, and after any rejections, risk of loss will be on the vendor unless loss results from the negligence of the City of Banning. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor. It is mandatory for a manufacturer, supplier, or distributor to supply a Material Safety Data Sheet with the first shipment of hazardous material. Also at any time the content of an MSDS is revised, the vendor is required to provide new information relevant to the specific material. The City's Purchase Order Number must be clearly marked on all packages, shipping documents and invoices.
9. **TERMINATION:** City may, upon written notice to vendor and without liability to City, cancel this contract and any outstanding deliveries hereunder, (1) as to products of vendor not then shipped, at any time prior to shipment, or (2) if (A) a receiver or trustee is appointed to take possession of all or substantially all of the vendor's assets; or (B) vendor makes a general assignment for the benefit of creditors; or (C) any action or proceeding is commenced by or against vendor under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors; or (D) vendor becomes insolvent or commits an act of bankruptcy. If an event described in (2) of this section occurs, City may at City's sole election pay vendor its actual out-of-pocket costs to date of cancellation, as approved by City, in which event the goods shall be the property of City and vendor shall safely hold the same subject to receipt of City's shipping instructions.
10. **INVOICES AND PAYMENTS:** Two copies of the invoice should be mailed to the City of Banning Finance Department at the address stated on the front of this Purchase Order. Invoices shall contain the Purchase Order Number, description of Goods, unit price, quantity billed and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants. Payment terms are NET/30 unless otherwise specified. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest.
11. **CONFLICT OF INTEREST:** No officer or employee of the City may have any financial interest, direct or indirect, in this Purchase Agreement. No officer or employee of the City may participate in any decision relating to the Purchase Agreement which effects the officer's or employee's financial interest, or the financial interest of any corporation, partnership or association in which the officer or employee is directly or indirectly interested.
12. **LIABILITY:** The vendor/contractor shall defend, indemnify and hold harmless the City of Banning, its elected officials, officers, directors, employees, agents and volunteers from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage or alleged or actual patent infringements, use of any copyrighted or uncopyrighted composition, secret process, article or appliance furnished or used under this order. Further, vendor/contractor warrants that the vendor shall indemnify and save and hold the City of Banning harmless from and against any and all claims and liabilities for injury or death to any person or damage to property arising out of the vendors' performance under this Purchase Order.
13. **LICENSE REQUIREMENTS:** If this Purchase Order covers the performance of labor by vendor on City's premises, the vendor is required to have the appropriate State of California Contractor's License, if applicable. All vendors/contractors who perform work within the city, must have, on file at the City of Banning, a current and valid City business license.
14. **PREVAILING WAGES:** If this Purchase Order is for a public works project, except for public works projects of one thousand dollars (\$1,000) or less, contractor must comply with the State of California, Labor Code, Section 1771, with regard to payment of prevailing wages. This section is applicable to contracts for maintenance work.
15. **INSURANCE REQUIREMENTS:** If this Purchase Order covers the performance of labor by vendor on City's premises, the vendor shall provide a certificate of insurance evidencing General Liability Insurance coverage of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. Automobile Insurance coverage of \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease. The City of Banning, its elected officials, officers, directors, employees, agents and volunteers must be named as additional insured on the policy.
16. **GOVERNING LAW:** This Purchase Order will be administered and interpreted under the laws of the State of California. Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulation applicable to its performance under this Purchase Order. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.

**FIRST AMENDMENT TO PURCHASE ORDER
BETWEEN THE CITY OF BANNING
AND
LEIDOS ENGINEERING, LLC.**

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Professional Services Agreement ("First Amendment") dated as of the 25th day of August 2016, is entered into by and between the City of Banning ("City") and Leidos Engineering, LLC. ("Consultant").

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated September 3, 2014 ("Agreement"), whereby Consultant agreed to provide professional engineering services associated with the implementation of the Alola and Airport Substations 12kV Conversion Projects and assist with the design of the 12kV Distribution System Conversion within the City of Banning at a total cost of Seven Hundred Twenty Thousand Dollars and 00/100 (\$720,000.00).

2.2 City and Vendor now desire to amend the Agreement to revise the scope of services and extend the term of the contract.

ARTICLE 3. TERMS

3.1 Exhibit A, C & D. New Exhibits "A", "C", and "D" which are attached hereto are hereby added to the Agreement.

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

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

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

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

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

3.5 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

CITY OF BANNING

LEIDOS ENGINEERING, LLC.

By: 

Fred Mason
Electric Utility Director

Date: 9/12/16

Signature: 

Name: KEITH DEATON

Title: VICE PRESIDENT

Date: 9/12/16

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Engineering and Design Services for capital improvement projects which will include, but are not limited to

- Replace existing 34-kV/4-kV with new 69x34-kV/12-kV Substation for Airport and Alola Substations
- Overhead and Underground 4-kV to 12-kV voltage conversion
- Conversion of Overhead distribution to underground distribution at voltages of 34-kV and 12-kV
- 12-kV distribution system modifications
- Conduct Sunset 230-kV Substation Feasibility Study

B. Project Management

C. Environmental Review and Permitting

D. Procurement of materials, equipment, and construction services

E. Engineering Services during construction

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

A. An Engineer's Task proposal containing the following information for each task:

- A description of the work to be performed
- The estimated cost
- Time required to complete
- Any extraordinary project parameters

B. Conduct field investigations and prepare calculations, design drawings, construction and material standards, construction specifications, material and equipment specifications, cost estimates, and cost-loaded project schedules as may be required to define the work for completion by either the City or a Contractor hired by the City

C. Provide environmental review, geotechnical studies and surveying to complete the work

- D. Prepare weekly progress reports of approved projects
 - E. Preparation of bid packages and review of contractor bids
 - F. Prepare requests for information, submittal information, and change orders
 - G. Submit as-built records and drawings at the closing of each construction project
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
- A. Conduct periodic project review meetings during design
 - B. Submittal of weekly progress reports of approved projects
 - C. Prepare meeting minutes, meeting agendas, and action items during the construction of projects
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor will utilize the following personnel to accomplish the Services:**
- A. Substation Lead Electrical Engineer/Project Manager Adam Stevenson
 - B. Quality Assurance/Quality Control Ken Aldridge
 - C. Substation Electrical Engineer Adam Fox
 - D. Substation Electrical Designer Edward Durham
 - E. Senior Substation Relay & Controls Engineer Robert Jenkins
 - F. Substation Relay & Controls / SCADA Engineer Jack Wallace
 - G. Senior Civil Engineer Richard Lippold
 - H. Senior Civil Engineer Matthew Bell
 - I. Civil Engineer Garrett Moak
 - J. Civil Engineer Justin Solitro
 - K. Senior Distribution Engineer Paul Dorvel

- L. Senior Distribution Engineer Larry McCullum
- M. Senior Distribution Designer Larry Hendershot
- N. Senior Distribution Engineer Steve Baumgart
- O. Distribution Designer Chris Collier
- P. SCADA Engineer Jason Evans
- Q. Environmental/CEQA Lead Andrew Nelson
- R. Environmental/CEQA Support Jessica Degner
- S. Environmental/CEQA Support Lauren Brown
- T. Project Assistant Valerie Crawford
- U. Administrative Assistant Dana Hight

EXHIBIT "C"
COMPENSATION

- I. Contractor will begin work on the project immediately following receipt of the authorization to proceed. We estimate that the Substation 12kV Conversion Project can be completed by March 1, 2018, which will include all Scope of Services as defined in Exhibit A. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	Alola Station Upgrade/4-12kV Conversion	See Exhibit C-1	See Exhibit D	FY 14/15: \$75,000.00 FY 15/16: \$225,000.00
B.	Airport Substation Upgrade/4-12kV Conversion	See Exhibit C-1	See Exhibit D	FY 14/15: \$50,000.00 FY 15/16: \$150,000.00
C.	Midway Substation Improvements	See Exhibit C-1	See Exhibit D	FY 16/17: \$50,000.00
D.	Sunset Substation Distribution Extension	See Exhibit C-1	See Exhibit D	FY 15/16: \$120,000.00 FY 16/17 & FY 17/18: \$26,300.00
E.	Sunset 230kV Substation Feasibility Study	See Exhibit C-1	See Exhibit D	FY 16/17: \$23,700.00

II. DELETED.

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

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

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

- B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$720,000.00, as provided in Section 2.1 of this Agreement.**
- VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Alola Station Upgrade/4-12kV Conversion	465 Days	Expected Project completion date of 3/30/2017
B.	Airport Substation Upgrade/4-12kV Conversion	465 Days	Expected Project completion date of 6/30/2017
C.	Midway Substation Improvements	150 Days	Expected Project completion date of 12/30/2017
D.	Sunset Substation Distribution Extension	243 Days	Expected Project completion date of 03/01/2018
E.	Sunset 230kV Substation Feasibility Study	150 Days	Expected Project completion date of 6/30/2017

Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Task Authorization for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects shall not exceed \$720,000 over the term of this Agreement without prior approval of the City Council.

- II. Contractor shall deliver the following tangible work products to the City by the following dates.**

- A. Engineer's Task Proposals – as needed throughout the project
- B. Bid packets which include design drawings and specifications – as needed throughout the project
- C. Progress Reports, Meeting Agendas & Minutes – as needed throughout the project

D. As-built drawings – at the closing of each construction project

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2 with additional City Council approval.

ATTACHMENT 5

**SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT
BETWEEN THE CITY OF BANNING
AND
LEIDOS ENGINEERING, LLC.**

ARTICLE 1. PARTIES AND DATE

This Second Amendment to Contract Services Agreement ("Second Amendment") dated as of November __, 2017, is entered into by and between the City of Banning ("City") and Leidos Engineering, LLC. ("Consultant").

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Contract Services Agreement dated September 3, 2014 ("Original Agreement"), whereby Consultant agreed to provide professional engineering services associated with the implementation of the Alola and Airport Substations 12kV Conversion Projects and assist with the design of the 12kV Distribution System Conversion within the City of Banning at a total cost of Seven Hundred Twenty Thousand Dollars and 00/100 (\$720,000.00).

2.2 City and Consultant entered into that certain First Amendment to the Original Agreement dated August 25, 2016 ("First Amendment"), which amendment revised the Scope of Services and modified the Schedule of Performance, among other changes. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement".

2.3 City and Consultant now desire to further amend the Agreement to revise the Scope of Services and Schedule of Performance, extend the term, and modify the compensation amount.

ARTICLE 3. TERMS

3.1 Exhibits A, C & D . Exhibits "A", "C", and "D" to the Agreement are hereby replaced by the Exhibits "A", "C", and "D" attached hereto. **3.2 Contract Sum.** The last sentence of Section 2.1 of the Agreement is hereby revised as follows:

"The total compensation, including reimbursement for actual expenses, shall not exceed Seven Hundred and Five Thousand Dollars (\$705,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."

3.3 Term. Section 3.5 of the Agreement is hereby revised as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but no later than April 30, 2019, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

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

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

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

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

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

3.7 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

CITY OF BANNING

LEIDOS ENGINEERING, LLC.

By: _____
Stephen Badgett
Interim Electric Utility Director

Signature: _____

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Engineering and Design Services for capital improvement projects which will include, but are not limited to

- Replace existing 34-kV/4-kV with new 69x34-kV/12-kV Substation for Airport and Alola Substations
- Overhead and Underground 4-kV to 12-kV voltage conversion
- Conversion of Overhead distribution to underground distribution at voltages of 34-kV and 12-kV
- 12-kV distribution system modifications
- Conduct Sunset 230-kV Substation Feasibility Study

B. Project Management

C. Environmental Review and Permitting

D. Procurement of materials, equipment, and construction services

E. Engineering Services during construction

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

A. An Engineer's Task proposal containing the following information for each task:

- A description of the work to be performed
- The estimated cost
- Time required to complete
- Any extraordinary project parameters

B. Conduct field investigations and prepare calculations, design drawings, construction and material standards, construction specifications, material and equipment specifications, cost estimates, and cost-loaded project schedules as may be required to define the work for completion by either the City or a Contractor hired by the City

- C. Provide environmental review, geotechnical studies and surveying to complete the work
- D. Prepare weekly progress reports of approved projects
- E. Preparation of bid packages and review of contractor bids
- F. Prepare requests for information, submittal information, and change orders
- G. Submit as-built records and drawings at the closing of each construction project

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

- A. Conduct periodic project review meetings during design
- B. Submittal of weekly progress reports of approved projects
- C. Prepare meeting minutes, meeting agendas, and action items during the construction of projects

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

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

- A. Substation Lead Electrical Engineer/Project Manager, Adam Stevenson
- B. Deputy Project Manager, Randy LaRiviere
- B. Quality Assurance/Quality Control, Ken Aldridge
- C. Quality Assurance/Quality Control, Scott Sobolewski
- D. Substation Electrical Engineer Adam Fox
- E. Substation Electrical Designer Edward Durham
- F. Senior Substation Relay & Controls Engineer Robert Jenkins
- G. Substation Relay & Controls / SCADA Engineer Jack Wallace
- H. Senior Civil Engineer Richard Lippold
- I. Senior Civil Engineer Matthew Bell

- J. Civil Engineer Ricardo Maldonado
- K. Civil Engineer Brandon Carr
- L. Civil Engineer, Alex Levin
- M. Civil Engineer, Marisol Sarabia
- N. Civil Engineer, Sanchit Chitre
- O. Senior Distribution Engineer, Robert Salom
- P. Senior Distribution Engineer, Tom Proios
- Q. Senior Distribution Engineer, Denise Hamm
- R. Senior Distribution Engineer, Paul Collins
- S. Senior Distribution Engineer, James Hannigan
- T. Distribution Designer, Chris Collier
- U. Distribution Designer, Tonacia Minden
- V. Distribution Designer, Ness Collado
- W. SCADA Engineer, Jason Evans
- X. Environmental/CEQA Lead, Andrew Nelson
- Y. Environmental/CEQA Support, Jessica Degner
- Z. Environmental/CEQA Support, Lauren Brown
- AA. Project Assistant, Valerie Crawford
- BB. Administrative Assistant, Dana Hight

EXHIBIT "C"
COMPENSATION

- I. Contractor will begin work on the project immediately following receipt of the authorization to proceed. We estimate that the Substation 12kV Conversion Project can be completed by March 31, 2019, which will include all Scope of Services as defined in Exhibit A. Contractor shall perform the following tasks:**

		RATE	TIME	SUB-BUDGET
A.	Alola Station Upgrade/4-12kV Conversion	See Exhibit A	See Exhibit D	\$403,000.00
B.	Airport Substation Upgrade/4-12kV Conversion	See Exhibit A	See Exhibit D	\$278,300.00
C.	Sunset 230kV Substation Feasibility Study	See Exhibit A	See Exhibit D	\$23,700.00

II. DELETED.

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

- V. The total compensation for the Services shall not exceed \$705,000.00, as provided in Section 2.1 of this Agreement.
- VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		<u>Deadline Date</u>
A.	Alola Station Upgrade/4-12kV Conversion	Expected Project completion date of 3/31/2019
B.	Airport Substation Upgrade/4-12kV Conversion	Expected Project completion date of 3/31/2019
C.	Sunset 230kV Substation Feasibility Study	Expected Project completion date of 3/31/2018

Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Task Authorization for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects shall not exceed \$705,000 over the term of this Agreement without prior approval of the City Council.

II. Contractor shall deliver the following tangible work products to the City by the following dates.

- A.** Engineer's Task Proposals – as needed throughout the project
- B.** Bid packets which include design drawings and specifications – as needed throughout the project
- C.** Progress Reports, Meeting Agendas & Minutes – as needed throughout the project
- D.** As-built drawings – at the closing of each construction project

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

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CITY OF BANNING CITY COUNCIL REPORT

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Director of Public Works

MEETING DATE: November 14, 2017

SUBJECT: Discuss and Consider Adopting Resolution 2017-109, Authorizing the Submittal of a Mobile Source Air Pollution Reduction Review Committee (MSRC) Clean Transportation Natural Gas Infrastructure Grant Application including a Commitment to Allocate Matching Funds

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution 2017-109:

1. Authorizing the submittal of a Mobile Source Air Pollution Reduction Review Committee (MSRC) Clean Transportation Natural Gas Infrastructure grant application in the amount of \$225,000 including a commitment to allocate matching funds in the amount of \$225,000.
2. Authorizing the Interim City Manager or his designee to accept and receive grant funding and to make necessary budget adjustments, appropriations and transfers related to the Funding Agreement including executing all necessary grant documents required to receive the grant funds.

BACKGROUND:

The City owns and operates a Compressed Natural Gas (CNG) facility located at the Corporate Yard (179 E. Lincoln Street). The facility was commissioned in 2004 and serves the City's fleet (i.e. transit buses and street sweeper) and is normally available 24 hours a day, 7 days per week to the general public and to other agencies such as Banning Unified School District (School District), Morongo Band of Mission Indians, Caltrans, County of Riverside and Waste Management.

The facility is in poor condition and nearing the end of its fifteen-year service life. Additionally, the existing facility has experienced a constant increase in demand and is in need of expansion in order to continue to meet current and future demands. Recently, the public fast fill dispenser was closed off due to complications with the system.

A recent engineering assessment of the facility resulted in a recommendation to replace the facility with one with more capacity as well as site improvements to improve traffic circulation at an estimated cost of approximately \$1,400,000.

Staff has been reviewing possible funding options and has determined that the project will be funded by a combination of local funds, grants, cost share with the School District and possibly the participation in the Southern California Gas Compression Service Tariff program.

Currently, there is a funding opportunity available through MSRC to assist in the construction of CNG infrastructure within the South Coast Air Quality Management District (SCAQMD). In corresponding with MSRC, it was confirmed that the proposed project meets the grant requirements and that funding remains available.

In an effort to expedite the application submittal, City staff reached out to Western Riverside Council of Governments (WRCOG) to participate in its grant writing assistance program; which is available to its members. Under WRCOG's approval, Blais & Associates was assigned to perform grant writing services on behalf of the City. Blais & Associates has worked with staff and prepared an application for the maximum qualifying amount of \$225,000 which is attached hereto.

Applications are funded on a first come, first served basis through June of 2018 and are funded in order of receipt. If approved by City Council, the application will be submitted to MSRC immediately.

The proposed project, if approved, requires design services followed by the construction phase. Staff will follow the Purchasing policy to acquire such services and will return to City Council with further recommendations. Staff anticipates a twelve (12) month schedule for project completion beginning from the commencement of design services to the completion of construction. The MSRC grant program requires that grant funds be exhausted within 24 months from the execution of the grant agreement and that the facility remain in operation for a minimum of five (5) years.

JUSTIFICATION:

Staff has identified the need to replace the failing CNG facility at a high level estimate cost of \$1,400,000, which also includes site improvements for the enhancement of traffic circulation in and out of the CNG fueling facility. Funding for this project would come from a combination of funding sources including grants.

The MSRC Clean Transportation Natural Gas Infrastructure grant program provides an opportunity for the City to receive grant funding for the project.

Per the City's Grant Management Policy, when matching funds are involved, the City Council shall approve the submittal of grant applications prior to their submittal to the funding agency.

FISCAL IMPACT:

City Council approval of this resolution may secure approximately \$225,000 in Mobile Source Air Pollution Reduction Review (MSRC) Clean Transportation Natural Gas Infrastructure grant funding. If awarded grant funds, the required local match will be \$225,000.

At this point a funding source for the local match has not been identified. Staff will present a funding source to City Council for approval at a later date and prior to the commencement of any of the project phases (i.e. design and construction) and prior to spending any of the MSRC grant funds, if they are awarded to the City.

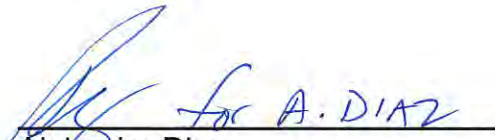
OPTIONS

1. Adopt Resolution 2017-109.
2. Reject Resolution 2017-109 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2017-109

Approved by:


Alejandro Diaz
Interim City Manager

ATTACHMENT 1

RESOLUTION 2017-109

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE (MSRC) CLEAN TRANSPORTATION NATURAL GAS INFRASTRUCTURE GRANT APPLICATION INCLUDING A COMMITMENT TO ALLOCATE MATCHING FUNDS

WHEREAS, The City owns and operates a Compressed Natural Gas (CNG) facility located at the Corporate Yard (179 E. Lincoln Street) that was commissioned in 2004, is nearing the end of its lifecycle and in poor condition; and

WHEREAS, based on an engineering assessment conducted by a consultant it was recommended that the facility be replaced by one with more capacity and also recommended site improvements to enhance traffic circulation in and out of the CNG facility. The improvements are estimated to cost approximately \$1,400,000; and

WHEREAS, the MSRC Clean Transportation Natural Gas Infrastructure grant program provides an opportunity for the City to receive grant funding for the project and also requires a local match; and

WHEREAS, per the City's Grant Management Policy, when matching funds are involved, the City Council shall review and approve grant applications prior to their submittal to the funding agency; and

WHEREAS, a call for projects with a total program amount of \$4 million, with a geographical minimum of \$500,000 per county, was released and available to those that meet the requirements on a first come, first served basis through June of 2018, therefore staff will submit the grant application immediately following adoption of this resolution; and

WHEREAS, the application includes a request for MSRC Clean Transportation Natural Gas Infrastructure funding in the amount of \$225,000 with a local match in the amount of \$225,000; and

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

SECTION 1. The Banning City Council adopts Resolution 2017-109 approving a grant submittal for Mobile Source Air Pollution Reduction Review Committee Clean Transportation Natural Gas Infrastructure in the amount of \$225,000 including a commitment to allocate matching funds.

SECTION 2. The City Manager or his designee is authorized to accept and receive grant funding and to make necessary budget adjustments, appropriations and transfers related to the Funding Agreement and to execute all necessary grant documents.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-109, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy 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: Patty Nevins, Community Development Director
Sandra Calderon, Development Project Coordinator

MEETING DATE: November 14, 2017

SUBJECT: Discuss and consider approving a twelve (12) month extension of time for Tentative Parcel Map 34335 located generally south of the railroad right of way, north of Banning Airport, and east of Hathaway Street; APN's 532-110-006, 532-130-001; 532-130-002

RECOMMENDATION:

That the City Council:

1. Conduct a Public Hearing on the extension of time for Tentative Parcel Map 34335; and
2. Adopt Resolution 2017-107 to approve a twelve (12) month extension of time for Tentative Tract Map 34335.

JUSTIFICATION:

In accordance with California Government Code (CGC) Section 66452.6 (a) (1), the approval of a Tentative Parcel Map (TPM) shall expire 24 months after it is approved. CGC Section 66452.6 (e) allows for extensions of time for approved Tentative Parcel Maps if an application for extension is submitted prior to its expiration. Tentative Parcel Maps may be extended for a period or periods not exceeding a total of six years. Therefore, an approved Tentative Parcel Map may remain active for a total of eight years before expiring. Additional extensions of time may result from the filing of a final map for part of the property, for acts of the State Legislature known as automatic "Legislative Extensions," or in the

event other facts and conditions arise, as explained in the Background section below.

BACKGROUND:

On October 22, 2007, the Planning Division reviewed the proposed Tentative Parcel Map and associated Mitigated Negative Declaration and findings were made by the Community Development Director to approve the Tentative Parcel Map subject to certain Conditions of Approval (Attachment 2). It should be noted that within the City of Banning, approval authority for Tentative Parcel Maps rested with the Community Development Director until April 12, 2010, at which time amendments to the Municipal Code placed approval authority with the City Council after recommendation by the Planning Commission.

The original approval provided the applicant two (2) years in which to record the map (until October 22, 2009). Subsequent actions by the State Legislature, operated to automatically extend the expiration date of the map: specifically, SB1185 (which became Government Code 66452.21), extended the map until October 22, 2010; AB333 (which became Government Code 66452.22), extended the map until October 22, 2012; AB208 (which became Government Code 66452.23), extended the map until October 22, 2014; and AB116 (which became Government Code 66452.24), extended the map until October 22, 2016. The City Council approved the first twelve (12) month extension of time for Tentative Parcel Map 34335 by adoption of Resolution 2016-25 (Attachment 3) such that the new expiration date of the Tentative Parcel Map is thus October 22, 2017 leaving the potential for five (5) additional one-year extensions of time.

ANALYSIS:

On October 11, 2017, the applicant applied for an additional one year extension of time. If approved, this extension will require the project proponent to record the Tentative Parcel Map by October 22, 2018 or apply for an additional extension. CGC Section 66452.6 (e) provides that upon submittal of an application for a tentative map extension, the tentative map is automatically extended for sixty (60) days or until the application is acted upon. Thus, the City Council's consideration of this extension at this meeting is within the period of time afforded to grant the requested extension.

FISCAL IMPACT:

There are no direct fiscal impacts to the General Fund from this action. However, should the applicant record the subdivision map and obtain permits for the project, the City would receive development impact fees.

PUBLIC COMMUNICATION:

The proposed Tentative Map Extension was advertised in the Record Gazette newspaper on November 3, 2017. Additionally, notice was mailed to all property owners within 300 feet of the project. As of the date of this report, staff has not received any verbal or written comments for or against the proposal.

ATTACHMENTS:

1. Resolution 2017-107
2. Copy of Approval letter dated 10/22/07 with Conditions of Approval and Mitigated Negative Declaration.
3. Resolution 2016-25
4. Copy of Tentative Parcel Map 34335
5. Public Hearing Notice

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

Resolution 2017-107

RESOLUTION 2017-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A TWELVE (12) MONTH EXTENSION FOR TENTATIVE PARCEL MAP 34335 (TPM 34335)

WHEREAS, an application for time extension for Tentative Parcel Map 34335 has been duly filed on October 11, 2017 by:

Project Applicant: Banning Industrial, L.P. by Pacific Newport Properties, Inc.,
General Partner

Project Location: Located generally south of the railroad right of way,
immediately north of Banning Airport, and east of Hathaway
Street.

APN's: 532-110-006, 532-130-001 and 532-130-002

Project Area: 63.9 Acres

WHEREAS, it has been determined that no additional environmental review is required pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162 in that a previous negative declaration was duly adopted and no substantial changes to the project or the circumstances involving the project require major revisions to the project are proposed by the extension of time for the tentative map; and

WHEREAS, on October 22, 2007, the Planning Division reviewed the proposed Tentative Parcel Map and associated Mitigated Negative Declaration and findings were made by the Community Development Director to approve the Tentative Parcel Map subject to certain Conditions of Approval. Approval Authority for Tentative Maps rested with the Community Development Director until April 12, 2010, at which time amendments to the Municipal Code placed approval authority with the City Council after recommendation by the Planning Commission; and

WHEREAS, Actions by the State Legislature, specifically SB1185, AB333, AB 208, and AB116 operated to extend Tentative Parcel Map 34335 to October 22, 2016; and

WHEREAS, on April 12, 2016, the City Council approved the first twelve (12) month extension of time for tentative parcel map by adoption of Resolution 2016-25 such that the new expiration of date of the tentative parcel map is October 22, 2017 leaving up to five (5) additional years of potential extensions of time remaining.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council concurs with the staff determination that no additional environment review is required in connection with the consideration and approval of a time extension to Tentative Parcel Map 34335 because none of the conditions specified in State CEQA Guidelines Section 15162 exist to require additional environmental review in connection with the project.

Section 2. The City Council determines that the findings for approval of Tentative Parcel Map 34335 that were made by the City on October 22, 2007 remain applicable to the project, and on that basis, the City Council of the City of Banning hereby approves an additional twelve (12) month extension of time for Tentative Parcel Map 34335 in accordance with Government Code Section 66452.6 (e). With this extension, Tentative Parcel Map shall now expire on October 22, 2018.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2017.

George Moyer, Mayor
City of Banning

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2017-107 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 14th day of November, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

Copy of Approval letter dated 10/22/07 with
Conditions of Approval and Mitigated
Negative Declaration



Planning Department

CITY OF BANNING

P.O. BOX 998
BANNING, CA 92220
(951) 922-3125

October 22, 2007

Mr. Jeff Gordon
Messenger Investment Company
250 Newport Center Drive, Suite 250
Newport Beach, CA 92660

**SUBJECT: MITIGATED NEGATIVE DECLARATION AND TENTATIVE
PARCEL MAP 34335**

Dear Mr. Gordon:

Thank you for the opportunity to review the proposed project (Mitigated Negative Declaration and Tentative Parcel Map 34335); located south of the railroad right-of-way, north of the Banning Airport, and immediately west of the eastern City limits (Assessor's Parcel Numbers 532-110-006, 532-130-001, and 532-130-002).

The project involves the subdivision of a 63.9 acre site into four (4) development parcels, Parcel "A" (remnant parcel used, in part, for a detention basin), and Street "A". Tentative Parcel Map 34335 will involve the construction of up to 1,000,000 square feet of Airport Industrial land uses.

The project involves the extension of John Street to the subject site as well as the secondary emergency access road through the Banning Airport to the southwest portion of the subject site.

In accordance with Table 9111.A of the Zoning Code, the Community Development Department has reviewed and approves Tentative Parcel Map 34335 subject to the findings (stated below) and Conditions of Approval (Attachment "A"). In addition, Staff has determined that the project would result in potentially significant effects on the environment, but that revisions to the project or the incorporation of the mitigation measures would avoid or lessen the effects below the threshold of significance; therefore, the Community Development Department has approved a Mitigated Negative Declaration in accordance with the Guidelines for the Implementation of the

**Our Mission as a City is to provide citizens a safe, pleasant and
prosperous community in which to live, work and play. We will achieve
this in a cost effective, citizen friendly and open manner**

California Environmental Quality Act. The Mitigated Negative Declaration, as well as corresponding information is attached to this letter (Attachment "B").

The Community Development Department has made the following findings to approve this project, subject to Conditions of Approval (attached to this letter and incorporated by reference):

1. CEQA: The approval of Tentative Parcel Map 34335 is in compliance with the requirements of the California Environmental Quality Act ("CEQA"), in that on August 6, 2007, the Community Development Department approved the Mitigated Negative Declaration and Mitigation monitoring Program reflecting its independent judgment and analysis and documenting that there was no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. The documents comprising the City's environmental review for the project are on file and available for public review at Banning City Hall, 99 E. Ramsey Street, Banning, California 92220.
2. Wildlife Resources: Pursuant to Title 14, California Code of Regulations Section 753.5(c), the Community Development Department has determined, based on consideration of the whole record before it, that there is no evidence that the proposed project will have the potential for any adverse effect on wildlife resources or the habitat upon which wildlife depends. Furthermore, on the basis of substantial evidence, the Community Development Department hereby finds that any presumption of adverse impact has adequately been rebutted.
3. Multiple Species Habitat Conservation Plan (MSHCP): The project is found to be consistent with the MSHCP. The project is located outside of any MSCHP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

In accordance with Banning Municipal Code §2-9 and Government Code §66473.1, §66473.5 and §66474, the Community Development Department, in light of the whole record before it, including but not limited to the documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities and any other evidence within the record or provided for this project, the Community Development Department hereby finds and determines as follows:

Finding 1:

Tentative Parcel Map 34335 is consistent and compatible with the objectives, policies, general land uses, and programs specified the City's General Plan in that:

Fact:

The General Plan land use designation for the site is Airport Industrial ("AI"). The General Plan encourages industrial land uses that are: non-polluting which provide local jobs for the City's residents; sufficient lands for manufacturing, warehousing and distribution; and good access to Interstate 10. The proposed map will result in the development of up to one million square feet

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of industrial uses, which will accommodate various industrial-related land uses. Although the applicant is not proposing to develop the lots, the parcels will be developed in a manner consistent with the General Plan's land use designation.

In terms of air quality, the impacts were calculated based on the current South Coast Air Quality Control Board model (EMFAC 2007). This model and its factors include construction and operational data for a project as described in the Initial Study. The factors used in the analysis assume an opening year of 2008, and applied the appropriate factors for that year. All required analysis was completed for the proposed project.

The proposed mitigation measures reduce impacts associated with fugitive dust to less than significant levels, consistent with the SCAQMD's reduction factors for fugitive dust control. The intensity of the use, and the number of heavy truck trips which will result from build out of the proposed project, will also result in high emissions of oxides of carbon and nitrogen, volatile organic compounds and particulate matter.

The proposed project's traffic impacts can be mitigated to levels which are less than significant with the implementation of the improvements listed in the Initial Study. The proposed project will participate in the construction of these improvements on a fair share basis. The proposed project's impacts on traffic and circulation will be less than significant.

The proposed project occurs in the Airport Industrial land use designation, and is surrounded by lands designated Public- Airport or Industrial in the General Plan. Industrial and airport uses occur on developed lands surrounding the proposed project. No sensitive receptors occur adjacent to the proposed project. The proposed project is consistent with the General Plan land use designation which has been assigned to the property, and does not exceed the development standards for that land use designation. The intensity of development proposed was therefore analyzed in the General Plan, and the General Plan EIR. The proposed project has the potential to generate over 650 jobs, which would be available to the City's existing and future residents, and would reduce commuter traffic on regional roadways. The reduction in commuter traffic would result in a reduction in air emissions in the region.

As stated in the Initial Study, the General Plan EIR was used in the completion of the Initial Study. That analysis considered the potential impacts associated with General Plan build out for all aspects of the affected environment, including air quality. The EIR concluded that operational and construction air quality impacts would be potentially significant. The City considered these potential impacts, and determined that the benefits associated with the build out of the General Plan outweigh the impacts associated with air quality. The City adopted Findings and a Statement of Overriding Considerations in conjunction with the certification of the EIR. Therefore, the proposed project's benefits outweigh the potential air quality impacts.

Finding 2:

The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site

improvements, such as streets, utilities, and drainage facilities have been designed and are conditioned to be constructed in conformance with City standards:

Fact:

The design and improvement of the subdivision proposed under Tentative Parcel Map 34335 is consistent with the City's General Plan in that the proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on site improvements, such as streets, utilities, and drainage facilities which have been designed and are conditioned to be constructed in conformance with City standards.

Finding 3:

The site is physically suitable for the type of development proposed under Tentative Parcel Map 34335:

Fact:

The site is generally flat and rectangular in shape and 63.9 acres in size and suitable for development. The site is not located within a flood plain and no major geologic hazards have been reported on the site or other limited conditions that would render it unsuitable for industrial development. There is an industrial development immediately adjacent to the project site.

Finding 4:

The site is physically suitable for the density of development proposed under Tentative Parcel Map 34335:

Fact:

The site is generally rectangular and flat in shape and consists of 63.9 acres in size and suitable for industrial development. The subdivision has been designed to accommodate the development of four (4) industrial parcels ranging in size from 254,080 sq. ft. to 691,419 sq. ft. in size. There are no density ranges provided in the Land Use Element of the City's General Plan for Airport Industrial designated properties.

Finding 5:

The design of the subdivision and improvements proposed under Tentative Parcel Map 34335 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat:

Fact:

Both a habitat assessment and a jurisdictional delineation were completed for the proposed project¹. The habitat assessment determined that the site's vegetation consists of non-native grasslands, and remnants of alluvial scrub, which pre-date the grasslands. The assessment also determined that several drainages occur on the project site.

¹ "Habitat Assessment Report for the Messenger Industrial Park..." prepared by Rocks Biological Consulting, June 2007; and "Jurisdictional Delineation Banning Industrial Park," prepared by Kimley-Horn, April 2007.

The assessment found that no burrowing owl occurred on the project site. However, given the presence of the species on and around the Banning Airport, its presence in the future is possible. This is a potentially significant impact which requires mitigation.

The assessment further determined that the project site does not consist of suitable soils (clays) for either Marvin's Onion or Many-stemmed Dudleya.

The Riverside County Multiple Species Habitat Conservation Plan identifies the project site as part of a Special Linkage Area (SLA), Subunit 3 of the San Timoteo Creek portion of the Special Linkage areas. The assessment considered the potential impacts of the proposed project on the SLA, and found that many of the species identified in the MSHCP do not occur, or will not be significantly impacted by the proposed project. The assessment further identified that the proposed project consists of less than 3% of the total SLA, and that the lack of development activity, and the small area to be disturbed within the SLA, will lower the potential impacts to the SLA. However, the assessment did not complete trapping for the Los Angeles Pocket Mouse, which is known to occur in drainages in the east side of the City. Impacts to the species would be potentially significant, and mitigation is required to insure that these potential impacts are reduced to less than significant levels.

The jurisdictional delineation prepared for the project site determined that the proposed project contains 0.81 acres of jurisdictional areas in 5 drainages, including the San Geronio River. The document further determined that the proposed project will permanently impact 0.17 acres of California and US jurisdictional area, and temporarily impact 0.07 acres of such area. The document proposes the installation of vegetative enhancements above the ordinary high water mark to compensate for these losses. The project will be required to secure permits from the US Army Corps of Engineers, the California Department of Fish and Game, and the California Regional Water Quality Control Board for impacts to these drainages. In addition, the MSHCP requires the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) for impacts to the drainages, which will be approved by the City, the CDFG and the USFWS. This mitigation measure will assure that impacts to the drainages will be less than significant.

1. Prior to the issuance of a grading permit, a pre-construction burrowing owl survey shall be completed, in compliance with California Department of Fish and Game protocol. The survey shall be completed immediately preceding the initiation of construction. Should the species be identified, avoidance measures shall be undertaken, unless a relocation plan is approved by the California Department of Fish and Game. No ground disturbing activity shall commence on the site until all recommended mitigation measures are completed to the satisfaction of the City and the Department of Fish and Game.
2. Prior to the issuance of a grading permit, the project proponent shall cause to be completed, by a qualified biologist, a trapping study for Los Angeles Pocket Mouse. Should the habitat or species be identified, the provisions of the MSHCP shall apply. Preservation of habitat, or the preparation of a Determination of Biologically Equivalent or Superior Preservation

(DBESP) shall be prepared and approved by the US Fish and Wildlife Service, the California Department of Fish and Game, and the City.

3. Prior to the issuance of a grading permit, the project proponent shall secure appropriate permits from the US Army Corps of Engineers, the California Department of Fish and Game, the California Regional Water Quality Control Board and the City for impacts to the drainages on the site.

With the implementation of these mitigation measures, impacts to biological resources are expected to be less than significant.

Finding 6:

The design of the subdivision and improvements proposed under Tentative Parcel Map 34335 is not likely to cause serious public health problems:

Fact:

The construction of industrial buildings on the project site will result in the storage and transport of small amounts of cleansers, chemicals and similar products required for cleaning and maintenance within the project. The amounts to be stored are not expected to result in a hazard.

Should a business which handles larger amounts of these materials be proposed within the project, the business will be regulated by the City, the County and the State, and the storage and transport of these materials will occur under prescribed standards. These standards are designed to reduce potential impacts to less than significant levels.

The construction of the proposed project will not impact wildland fire hazards, as the site is located in an urbanized area of the City. The applicant will be required to provide an emergency access roadway onto the airport, to provide a second point of access and assure emergency access for public safety vehicles.

The site is located adjacent to the Banning Airport. The construction of structures on the site will be subject to the requirements of the Airport Land Use Plan, and will require review by the Airport Land Use Commission. These requirements will assure that impacts associated with structures to be located adjacent to the airport are reduced to less than significant levels.

Overall impacts associated with hazardous materials are expected to be less than significant.

Finding 7:

The design of the subdivision and improvements proposed under Tentative Parcel Map 34335, will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision in that:

Fact:

No easement of record or easements established by judgment of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site

and the City does not otherwise have any constructive or actual knowledge or any such easements.

In order to assure that the proposed project does not significantly impact the circulation system, the following mitigation measures are required:

1. The project proponent shall contribute his fair share to the signalization of the project area intersections, the widening of 8th Street and Hargrave Street prior to issuance of building permits.
2. Prior to issuance of building permits for the proposed project, the applicant shall contribute his fair share to widen Lincoln Street to 4 lanes.

The proposed project does not include unsafe designs. The proposed project will be required to conform to the City's Zoning Ordinance in the provision of parking for the site. In order to provide access to the site, the project has been conditioned to develop the roadway to the site before or concurrently with the any development of the site. The proposed project will be reviewed and approved by the Fire Department to assure adequate emergency access. The proposed project will be reviewed by the Airport Land Use Commission to assure no conflicts with its land use plan.

With the implementation of the mitigation measures listed above, impacts associated with traffic and circulation are expected to be less than significant.

Finding 8:

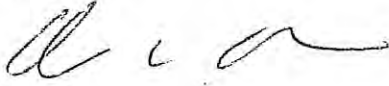
The design of the subdivision proposed for Tentative Parcel Map 34335 adequately provides for future passive or natural heating and cooling opportunities in the subdivision in that:

Fact:

The proposed layout has taken into consideration the local climate and the existing contours and its surroundings because the size and configuration of lots within the proposed subdivision have been arranged, to the greatest extent feasible, to permit the future orientation of structures in an east-west alignment for southern exposure, or to take advantage of prevailing breezes.

If you or anyone is aggrieved with this decision, this matter can be appealed within fifteen (15) days from the mailing date of this correspondence to the Planning Commission. Said appeal must be in writing and outline/substantiate the basis for the disagreement. All appeals must be accompanied with a non-refundable fee (\$4,031.00) to cover the costs associated with processing. If you file an appeal, you will be notified thereafter of the date and time the public hearing that will be held by the Planning Commission.

Regards,



Oscar Orci
Community Development Director

CC: Mayor and City Council
Planning Commission
Randy Anstine, City Manager

Attachments

- A. Conditions of Approval
- B. Mitigated Negative Declaration with Mitigation Measures

TPM 34335

***CONDITIONS
OF
APPROVAL***

**ATTACHMENT
“A”**



DEPARTMENT OF
PLANNING

Planning Department
(951)922-3125

CONDITIONS OF APPROVAL

PROJECT #: Tentative Parcel Map 34335
SUBJECT: Messenger Industrial Project
APPLICANT: Messenger Investment Company
LOCATION: South of Railroad right of way, north of Banning Airport, immediately west of the eastern City Limit; Assessor's Parcel Nos: 532-110-006, 532-130-001, 532-130-002

APPLICANT SHALL CONTACT THE PLANNING DIVISION, (951) 922-3125, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

A. General Requirements

1. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.
2. The issuance of these Conditions of Approval do not negate the requirements of the Engineering/Public Works Department or submittal, review, and approval of: Street improvement plans, signing and striping plans, grading plans, storm drain improvement plans, street lighting plans, water, sewer, and electrical improvement plans, or other plans as deemed necessary by the City Engineer.

Completion
Date

____/____/____

____/____/____

3. A copy of the signed Resolution of Approval or Community Development Director's letter of approval, and all Standard Conditions, shall be included in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for plan check.

_____/_____/_____

B. Site Development

1. The site shall be developed and maintained in accordance with the approved plans.
2. Development plans shall be reviewed and approved in accordance with the Banning Code provisions.
3. Building permits will be issued concurrently or after the development of the required roadways to the site.
4. Occupancy of the facilities shall not commence until such time as all Uniform Building Code and State Fire Marshal regulations have been complied with. Prior to occupancy, plans shall be submitted to the City of Banning Fire Marshal and the Building and Safety Division to show compliance. The buildings shall be inspected for compliance prior to occupancy.
5. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.) or prior to final map approval in the case of a custom lot subdivision, or approved use has commenced, whichever comes first.
6. Approval of this request shall not waive compliance with all sections of the Development Code, all other applicable City Ordinances, and applicable Community or Specific Plans in effect at the time of building permit issuance.
7. All ground-mounted utility appurtenances such as transformers, AC condensers, etc., shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping to the satisfaction of the Community Development Director.
8. The developer shall submit a construction access plan and schedule for the development of all lots for Community Development Director and City Engineer approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.
9. Six-foot decorative block walls shall be constructed along the project perimeter.
10. Graffiti shall be removed within 72 hours.
11. A detailed on-site lighting plan, including a photometric diagram, that illustrates "0" lumens at the property line, shall be reviewed and approved by the Community Development Director and Police Department (922-3125) prior to the issuance of building permits. Such plan shall indicate style, illumination, location, height, and method of shielding so as not to adversely affect adjacent properties.

_____/_____/_____

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C. Landscaping

1. A detailed landscape and irrigation plan, including slope planting, shall be prepared by a licensed landscape architect and submitted for Community Development Director review and approval prior to the issuance of building permits. _____ / ____ / ____
2. All private slopes of 5 feet or more in vertical height and of 5:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy. _____ / ____ / ____
3. All private slopes in excess of 5 feet, but less than 8 feet in vertical height and of 2:1 or greater slope shall be landscaped and irrigated for erosion control and to soften their appearance as follows: one 15-gallon or larger size tree per each 150 sq. ft. of slope area, 1-gallon or larger size shrub per each 100 sq. ft. of slope area, and appropriate ground cover. In addition, slope banks in excess of 8 feet in vertical height and 2:1 or greater slope shall also include one 5-gallon or larger size tree per each 250 sq. ft. of slope area. Trees and shrubs shall be planted in staggered clusters to soften and vary slope plane. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy. _____ / ____ / ____
4. For the project property owners are responsible for the continual maintenance of all landscaped areas on-site, as well as contiguous planted areas within the public right-of-way. All landscaped areas shall be kept free from weeds and debris and maintained in healthy and thriving condition, and shall receive regular pruning, fertilizing, mowing, and trimming. Any damaged, dead, diseased, or decaying plant material shall be replaced within 30 days from the date of damage. _____ / ____ / ____
5. The final design of the perimeter parkways, walls, landscaping, and sidewalks shall be included in the required landscape plans and shall be subject to Community Development Director review and approval and coordinated for consistency with any parkway landscaping plan which may be required by the Engineering Division. _____ / ____ / ____
6. All walls shall be provided with decorative treatment. If located in public maintenance areas, the design shall be coordinated with the Engineering Division. _____ / ____ / ____
7. Landscaping and irrigation shall be designed to conserve water through the principles of Xeriscape in accordance with the Zoning Code. _____ / ____ / ____

D. Environmental

1. Applicant shall abide by the mitigation measure stipulated in the Mitigated Negative Declaration for this Parcel Map (Tentative Parcel Map 347335). _____ / ____ / ____

E. Other Agencies

1. The applicant shall contact the U.S. Postal Service to determine the appropriate type and location of mail boxes. Multi-family residential developments shall provide a solid overhead structure for mail boxes with adequate lighting. The final location of the mail boxes and the design of the overhead structure shall be subject to Community Development Director review _____ / ____ / ____

and approval prior to the issuance of building permits.

APPLICANT SHALL CONTACT THE BUILDING AND SAFETY DIVISION, (951) 922-3120, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

F. General Requirements

1. Submit four complete sets of plans including the following:
 - a. Site/Plot Plan;
 - b. Foundation Plan;
 - c. Floor Plan;
 - d. Ceiling and Roof Framing Plan;
 - e. Electrical Plans (2 sets, detached) including the size of the main switch, number and size of service entrance conductors, panel schedules, and single line diagrams;
 - f. Plumbing and Sewer Plans, including isometrics, underground diagrams, water and waste diagram, sewer or septic system location, fixture units, gas piping, and heating and air conditioning; and
2. Submit two sets of structural calculations, energy conservation calculations, and a soils report. Architect's/Engineer's stamp and "wet" signature are required prior to plan check submittal.
3. Separate permits are required for fencing and/or walls.
4. Contractors must show proof of State and City licenses and Workers' Compensation coverage to the City prior to permit issuance.
5. Business shall not open for operation prior to posting the Certificate of Occupancy issued by the Building and Safety Division.

G. Site Development

1. Plans shall be submitted for plan check and approved prior to construction. All plans shall be marked with the project file number (i.e., CUP 98-01). The applicant shall comply with the latest adopted Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, National Electric Code, Title 24 Accessibility requirements, and all other applicable codes, ordinances, and regulations in effect at the time of permit application. Please contact the Building and Safety Division for availability of the Code Adoption Ordinance and applicable handouts.
2. Prior to issuance of building permits for a new commercial or industrial development or addition to an existing development, the applicant shall pay development fees at the established rate. Such fees may include, but are not limited to: Transportation Development Fee, Drainage Fee, School Fees, Permit and Plan Checking Fees. Applicant shall provide a copy of the school fees receipt to the Building and Safety Division prior to permit issuance.

3. Street addresses shall be provided by the Building Official, after tract/parcel map recordation and prior to issuance of building permits. _ / _ / _
4. For projects using septic tank facilities, written certification of acceptability, including all supportive information, shall be obtained from the Riverside County Department of Environmental Health and submitted to the Building Official prior to the issuance of Septic Tank Permits, and prior to issuance of building permits. _ / _ / _
5. Construction activity shall not occur between the hours of 8:00 p.m. and 6:30 a.m. Monday through Saturday, with no construction on Sunday or holidays. _ / _ / _
6. Construct trash enclosure(s) per City Standard (available at the Planning Division's public counter). _ / _ / _
7. Submit pool plans to the County of Riverside's Environmental Health Services Department for approval. _ / _ / _
8. The following is required for side yard use for increase in allowable area: _ / _ / _
 - a. Provide a reduced site plan (8 1/2" x 11") which indicates the non-buildable easement.
 - b. Recorded "Covenant and Agreement for the Maintenance of a Non-Buildable Easement," which is signed by the appropriate property owner(s).
 - c. Sample document is available from the Building and Safety Division.

H. New Structures _ / _ / _

1. Provide compliance with the Uniform Building Code for the property line clearances considering use, area, and fire-resistiveness. _ / _ / _
2. Provide compliance with the Uniform Building Code for required occupancy separation(s). _ / _ / _
3. Roofing material shall be installed per the manufacturer's "high wind" instructions. _ / _ / _
4. Plans for food preparation areas shall be approved by County of Riverside Environmental Health Services prior to issuance of building permits. _ / _ / _
5. Provide draft stops in attic areas, not to exceed 3,000 square feet, in accordance with UBC Table 5-A. _ / _ / _
6. Provide draft stops in attics in line with common walls. _ / _ / _
7. Roofing materials shall be Class "A." _ / _ / _
8. Exterior walls shall be constructed of the required fire rating in accordance with UBC Table 5-A _ / _ / _
9. Openings in exterior walls shall be protected in accordance with UBC Table 5-A. _ / _ / _
10. If the area of habitable space above the first floor exceeds 3,000 square feet, then the construction type shall be V-1 Hour. _ / _ / _

11. Walls and floors separating dwelling units in the same building shall be not less than 1-hour fire-resistive construction. _____ / ____ / ____

12. Provide smoke and heat venting in accordance with UBC Section 906. _____ / ____ / ____

13. Provide method of airborne and impact sound transmission control between dwelling units. _____ / ____ / ____

14. Upon tenant improvement plan check submittal, additional requirements may be needed. _____ / ____ / ____

I. Grading _____ / ____ / ____

1. Grading of the subject property shall be in accordance with the Uniform Building Code, City Grading Standards, and accepted grading practices. The final grading plan shall be in substantial conformance with the approved grading plan. _____ / ____ / ____

2. A soils report shall be prepared by a qualified engineer licensed by the State of California to perform such work.

3. A geological report shall be prepared by a qualified engineer or geologist and submitted at the time of application for grading plan check. _____ / ____ / ____

4. The final grading plans shall be completed and approved prior to issuance of building permits. _____ / ____ / ____

5. As a custom-lot subdivision, the following requirements shall be met: _____ / ____ / ____

a. Surety shall be posted and an agreement executed guaranteeing completion of all on-site drainage facilities necessary for dewatering all parcels to the satisfaction of the Building and Safety Division prior to final map approval and prior to the issuance of grading permits. _____ / ____ / ____

b. Appropriate easements for safe disposal of drainage water that are conducted onto or over adjacent parcels, are to be delineated and recorded to the satisfaction of the Building and Safety Division prior to issuance of grading and building permits. _____ / ____ / ____

c. On-site drainage improvements, necessary for dewatering and protecting the subdivided properties, are to be installed prior to issuance of building permits for construction upon any parcel that may be subject to drainage flows entering, leaving, or within a parcel relative to which a building permit is requested. _____ / ____ / ____

d. Final grading plans for each parcel are to be submitted to the Building and Safety Division for approval prior to issuance of building and grading permits. (This may be on an incremental or composite basis). _____ / ____ / ____

6. A separate grading plan check submittal is required for all new construction projects and for existing buildings where improvements being proposed will generate 50 cubic yards or more of combined cut and fill. The Grading Plan shall be prepared, stamped, and signed by a California Registered Civil Engineer. _____ / ____ / ____

APPLICANT SHALL CONTACT THE ENGINEERING DIVISION, (951) 922-3130, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS: _____ / ____ / ____

J. Public Works General Requirements

1. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.
2. Prior to the issuance of any grading, construction, or public works permit by the City, the applicant shall obtain any necessary clearances and/or permits from the following agencies:
 - Fire Marshal
 - Public Works Department (Grading Permit, Public Improvement Permit)
 - Community Development Department
 - Federal Aviation Administration (FAA)
 - Riverside County Environmental Health Department
 - Banning Unified School District
 - California Regional Water Quality Control Board Colorado River Basin (RWQCB)
 - South Coast Air Quality Management District (SCAQMD)
 - United States Army Corps of Engineers (USACE)
 - California Department of Fish and Game (DFG)

The applicant is responsible for meeting all requirements of permits and/or clearances from the above listed agencies. When the requirements include approval of improvement plans, the applicant shall furnish proof of such approvals when submitting improvements plans to the City.

3. The following improvement plans shall be prepared by a civil engineer or architect licensed by the State of California as allowed and submitted to the Engineering Division for review and approval. A separate set of plans shall be prepared for each line item listed below. Unless otherwise authorized by the City Engineer in writing, the plans shall utilize the minimum scale specified and shall be drawn on 24" x 36" Mylar. Plans may be prepared at a larger scale if additional detail or plan clarity is desired (Note: the applicant may be required to prepare other improvement plans not listed here pursuant to improvements required by other agencies and utility purveyors).
 - A. On-Site Rough Grading Plan: 1" = 40' Horizontal
(all conditions of approval shall be reproduced on last sheet of set)
 - B. Clearing Plan: 1" = 50' Horizontal
Include fuel modifications zones
Include construction fencing plan
 - C. SWPPP: 1" = 40' Horizontal
(Note: A, B, & C shall be processed concurrently.)
 - D. Storm Drain Plan: 1" = 40' Horizontal
 - E. Off-Site Street Improvement Plan: 1" = 40' Horizontal/1" = 4' Vertical
 - F. Off-Site Landscaping Plan: 1" = 20' Horizontal
 - G. Off-Site Signing & Striping Plan: 1" = 40' Horizontal
 - H. On-Site Street Improvement/Signing & Striping Plan: 1" = 40' Horizontal/
1" = 4' Vertical
 - I. On-Site Precise Grading Plan 1" = 30' Horizontal

Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

All off-site plan and profile street improvement plans and signing & striping plans shall show all existing improvements for a distance of at least 200-feet beyond the project limits, or at a distance sufficient to show any required design transitions.

All on-site signing and striping plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants) and street name signs per Public Works standard plans and/or as approved by the City Engineer.

A small index map shall be included on the title sheet of each set of plans, showing the overall view of the entire work area.

4. Upon completion of construction, the applicant shall furnish the City with reproducible record drawings on Mylar of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD or raster-image files submitted to the City, revised to reflect the "As-Built" conditions.
5. All utility systems including gas, electric, telephone, water, sewer, and cable TV shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City Codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired as necessary.

____/____/____

K. Rights of Way

____/____/____

6. Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed development. Conferred rights shall include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements.
7. The applicant shall offer for dedication on the Final Map all public street right-of-ways in conformance with the City's General Plan, Municipal Code, applicable precise plans, standard plans, and/or as required by the City Engineer.
8. Offer to dedicate for public purposes the right-of-way for "A" Street from subdivision to Lincoln Street as a collector highway; 66 foot width. A portion of the city standard street section may be modified to 48' width right-of-way minimum to provide access adjacent to existing structures along John Street. The geometrics for the knuckle shall be in accordance with City of Banning Standard No. G-806. The geometrics for the cul-de-sac shall be in accordance with City of Banning Standard No. G-800. Offers of dedication shall include corner cut-off at intersections.
9. Obtain secondary access rights in accordance with Fire Department regulations and direction.
10. City and applicant acknowledge that a portion of the property needed to secure the alignment for "A" Street and perhaps the secondary access required by the Fire Department regulations, is on private property and not owned or controlled by the applicant. The applicant shall bear the full burden of securing necessary property rights for "A" Street and any necessary secondary access required by the Fire Department. The City shall not issue grading or building permits until such time that applicant provides proof that the necessary access rights have been secured. In the event that applicant is unable to secure the access rights, the applicant may request the City exercise its power of eminent domain to secure said access rights. However, Applicant acknowledges that the City shall be under no obligation in any way to exercise its power of eminent domain and shall only exercise such power, if at all, in its sole and absolute discretion in accordance with California eminent domain laws and regulations.

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11. Grant slope easements to the City of Banning for road maintenance purposes for the slopes adjoining "A" Street. The easements shall extend 10 feet from the toe of slope to provide adequate access. _____/_____/_____
12. Grant a drainage easement along Parcel 4 for the benefit of the upstream property. A note shall be added to the final map stating "drainage easements shall be kept free of buildings and obstructions." _____/_____/_____
13. Obtain a drainage easement from the downstream property owner adjacent to Parcel 4 for the benefit of the public in order to drain the development to the existing blue line stream, if permitted. A note shall be added to the final map stating "*drainage easements shall be kept free of buildings and obstructions.*" _____/_____/_____
14. Dedicate an avigation easement in accordance with Riverside County Airport Land Use Compatibility Plan dated October 14, 2004. _____/_____/_____
15. Grant a sewer easement along the easterly line of Parcel "A", Parcel 3, and Parcel 4 for the benefit of the public in accordance with the conditions of approval specified by the Wastewater Utility. _____/_____/_____
16. The conditions, covenants and restrictions (CC & R's) shall include the right, but not the obligation, of the City of Banning to maintain the common property, after reasonable notice, if the property owners fail to do the maintenance. The deed restrictions shall permit the City of Banning, if it does maintenance, to recover all costs, both direct and indirect, from the property owners, and to place a pro rata lien on the individual lots of the subdivision if the property owners do not reimburse the City. _____/_____/_____
17. Prior to the issuance of any certificates of occupancy, the applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Banning or the Riverside County Flood Control and Water Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFC. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy. _____/_____/_____

L. Public Improvements

18. All public improvements shall be financed, designed, and constructed at the expense of the developer. This may include the formation of and participation in a regional financial mechanism for the construction of required improvements. Additionally, the developer may enter into a reimbursement agreement for those improvements constructed that may provide benefit outside the development in accordance with Banning Municipal Code. _____/_____/_____
19. Participation in the design and construction of public improvements by the subdivider shall mean the fair share amount to be determined by engineering estimates prepared by the applicant subject to review and approval of the City Engineer; and, the preparation of associated engineering studies. _____/_____/_____

20. The applicant shall provide estimates to construct, improve, or finance the construction or improvement of public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements outside the property boundaries of the tentative map and public improvements which abut the boundary of the property to be subdivided.
21. Prior to placement of any combustible construction materials on the project, construct full street improvements in accordance with City standards for "A" Street from subdivision to Lincoln Street as a collector highway including street lighting, curb and gutter, access ramps, sidewalk, and asphalt concrete paving, street name signs, traffic signs and striping, and any transitions. A portion of the city standard street section may be modified to 5' parkway, 38' traveled way, and 5' parkway to provide access adjacent to existing structures along John Street. Curb returns have a 35 foot radius. Street lights shall be installed offset of any existing street lights. Where the transverse slope of the existing pavement exceeds 3% the applicant shall remove pavement and join the existing pavement surface. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. _____/_____/_____
22. Construct full street improvements for Lincoln Street at "A" Street for two hundred feet from curb returns, minimum, plus transitions in each direction to establish the intersection in accordance with City Standards including street lighting, curb and gutter, cross gutters and spandrels, access ramps, sidewalk, and asphalt concrete paving, street name signs, traffic signs and striping. Applicants' geotechnical engineer shall provide the design of the pavement section based upon the Caltrans method. _____/_____/_____
23. Construct the median island along Lincoln Street from "A" Street to Hargrave Street and provide a dedicated left turn pocket for proposed "A" Street. The median island shall restrict vehicular traffic circulation to left-in, right-out only for "A" Street. As an alternative to restricting turning movements along Lincoln Street, the developer may construct a traffic signal at the intersection of Lincoln Street and "A" Street to allow full turning movements. The operation of the traffic signal shall be interconnected/coordinated with the intersections of Lincoln Street/San Gorgonio and Lincoln Street/Hargrave Street. _____/_____/_____
24. Remove and replace pavement markings at along 8th Street from Lincoln Street to Interstate 10 to provide 4 lane arterial vehicular traffic circulation. Construction of pavement transitions may be necessary to provide 4-lane vehicular traffic circulation at intersections.
25. Remove and replace pavement markings at along Hargrave Street from Lincoln Street to Interstate 10 to provide 4 lane arterial vehicular traffic circulation. Construction of pavement transitions may be necessary to provide 4-lane vehicular traffic circulation at intersections. _____/_____/_____
26. Widen Lincoln Street where necessary from "A" Street to San Gorgonio Avenue and remove and replace pavement markings to provide 4-lane vehicular traffic circulation. _____/_____/_____

27. Construct an 8-phase traffic signal at the intersection of Lincoln Street and San Geronio Avenue. The operation of the traffic signal shall be interconnected/coordinated with the traffic signals at Lincoln Street/8th Street and Lincoln Street/Hargrave Street.

____/____/____

28. Participate in the design and construction of the traffic signals at 8th Street/Lincoln and 8th Street/I-10 ramps including lane widening.

____/____/____

29. Participate in the design and construction of the traffic signals at Hargrave Street/Lincoln and Hargrave Street/I-10 ramps including lane widening.

30. All street improvement design shall provide pavement transitions per Caltrans standards for transition to existing street sections.

____/____/____

31. All required public improvements for the project shall be completed, tested, and approved by the Engineering Division prior to issuance of any Certificate of Occupancy.

____/____/____

M. Grading and Drainage

____/____/____

32. Submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFC), RCFC Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.

____/____/____

33. The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Note: An identified floodway exists along the southerly boundary of the subdivision map as identified in Flood Boundary and Floodway Map dated October 17, 1978.

____/____/____

34. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property to the north and west.

____/____/____

35. The applicant shall comply with Chapter 34 "Stormwater Management and Discharge Controls" of the Banning Municipal Code (BMC); California Building Code Appendix Chapter 33 "Excavation and Grading"; and the State Water Resources Control Board's Order No. 99-08-DWQ.

____/____/____

1. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board.
2. The applicant's SWPPP shall be reviewed and approved by the City Engineer prior to any on-site or off-site grading being done in relation to this project.
3. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through, and including acceptance of all improvements by the City.
4. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):
 - a. Temporary Soil Stabilization (erosion control).
 - b. Temporary Sediment Control.
 - c. Wind Erosion Control.
 - d. Tracking Control.
 - e. Non-Storm Water Management.
 - f. Waste Management and Materials Pollution Control.
- e. All erosion and sediment control BMPs proposed by the applicant shall be approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project.
- f. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.

36. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.

____/____/____

37. A rough grading plan and a precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity. Rough grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions.

____/____/____

38. Prior to the issuance of a building permit, the applicant shall provide a lot pad certification stamped and signed by a qualified civil engineer or land surveyor. Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil. The data shall be organized by lot number, and listed cumulatively if submitted at different times.

39. All lot drainage shall be directed to the driveway by side lot drainage swales independent of any other lot, or provide drainage easements as necessary.

40. Obtain clearance or approval from the U.S. Army Corps of Engineers, California Department of Fish and Game, Regional Water Quality Control Board, and Riverside County Flood Control and Water Conservation District as required. Comply with all conditions and mitigation measures if so determined and submit copies of all correspondence with the agencies to the Engineering Division.

Please Note: this development is adjacent to a blue line stream as identified on the USGS Beaumont Quadrangle 1996 and may require 404/401 permit clearance in accordance with the Clean Water Act.

5.

N. Landscaping

41. An automatic sprinkler system and landscaping shall be installed, prior to issuance of any certificate of occupancy, within the parkway fronting Street "A" and parkway and median island along Lincoln Street. The system shall include a landscape controller, a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

42. A property owners' association shall be established promptly following recordation of the final map and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer providing for maintenance of the parkway, slopes, and median island landscaping along Lincoln Street and "A" Street. The developer shall appoint the members of the Board of Directors of the property owners' association, or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.

43. Prior to the recordation of the final map, the subdivider shall reserve open space Lots (i.e. Parcel A) for granting in fee to a property owner's association who shall be responsible for their maintenance and upkeep in a manner meeting the approval of the Fire Marshall and Community Development Director. If a lot cannot be granted in fee, the subdivider shall reserve the necessary rights to maintain the lots.

O. Traffic

44. Provide a focused traffic study addressing the proposed onsite circulation for the project and address the adequacy as it relates to safe access to the site. This includes identifying the desired level of traffic control at project driveways and/or intersections. A scoping agreement shall be prepared addressing the required details of the study. _____ / ____ / ____
45. Street name signs and traffic control devices including traffic legends and traffic striping shall be installed, or relocated in accordance with Caltrans Standards and as shown on the approved plans, and/or as directed by the City Engineer. _____ / ____ / ____
46. Prior to the issuance of any certificate of occupancy, all fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street as approved by the Fire Marshall, and must be maintained in good condition by the property owner until the street is accepted for maintenance. _____ / ____ / ____
47. Prior to the issuance of a precise grading permit or building permit, the applicant shall submit and obtain approval of the Fire Marshall for the plans for all public or private access roads, streets and courts. The plans shall include plan and sectional views and indicate the grade and width of the access road measured flow-line to flow-line. When a dead-end street exceeds 150 feet or when otherwise required, a clearly marked fire apparatus access turnaround must be provided and approved by the Fire Marshall. Applicable CC&Rs or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates or other modifications within said easement or access road unless prior approval of the Fire Marshall is granted. _____ / ____ / ____

P. Final Map

48. Prior to approval of any Final Map, the applicant shall construct all on-site and off-site improvements in accordance with the approved plans and satisfy its obligations for same, or shall furnish a fully secured and executed Agreement for Construction of Public Improvements guaranteeing the construction of such improvements and the satisfaction of its obligations for same, or shall agree to any combination thereof, as may be required by the City. _____ / ____ / ____

49. The applicant shall file an Environmental Constraint Sheet. An Environmental Constraint Sheet means a duplicate of the final map on which are shown the Environmental Constraint Notes. This sheet shall be filed simultaneously with the final map, with the County Surveyor, and labeled ENVIRONMENTAL CONSTRAINT SHEET in the top margin. Applicable items will be shown under a heading labeled Environmental Constraints Notes. The Environmental Constraint Sheet shall contain the statement:

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

The sheet shall delineate constraints involving, but not limited to, any of the following that are conditioned by the Advisory Agency: archaeological sites, geologic mapping, grading, building, building setback lines, flood hazard zones, seismic lines and setbacks, fire protection, water availability, and sewage disposal.

50. Prior to the recordation of final map or the issuance of a grading permit, the applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for a conceptual fuel modification plan and program. Prior to the issuance of any certificate of occupancy, the fuel modification shall be installed and completed under the supervision of the Fire Marshall with an approved plant pallet. The CC&Rs or other approved documents shall contain provisions for maintaining the fuel modification zones, including the removal of all dead and dying vegetation.
51. Prior to the recordation of the final map or the issuance of a grading permit the applicant shall notify the Federal Aviation Administration (FAA) regarding the proposed construction of the planned improvements and obtain any restrictions from the FAA regarding the proposed use of the site. Any restrictions placed on project by the FAA or the approved Riverside County Airport Land Use Compatibility Plan shall be made part of the public record. The applicant shall be solely responsible for complying with FAA and local regulations and requirements.
52. Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:

Faithful Performance Bond - 100% of estimated cost
 Labor and Material Bond - 100% of estimated cost
 Monumentation Bond - \$5,000.00

Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

53. Prior to approval of the Final Map, the applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format or compatible format for review and approval. The address number system shall be in accordance with Section 21-17 & 21-18 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal. _____/_____/_____
54. Revisions to the tentative map during plan check including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes which do not alter the design (property rights, number of lots, access, environmental impact, etc.) may be administratively approved through the plan check process with the mutual consent and approval of the Community Development Director and City Engineer. Final maps shall be amended in accordance with the Subdivision Map Act. _____/_____/_____
55. Prior to approval of any final map the applicant shall identify and include in its improvement plans those routine structural and non-structural Best Management Practices (BMP's) as outlined in Supplement A to the Riverside County Drainage Area Management Plans and any attachments or revisions. _____/_____/_____
56. A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of Monumentation Bond. _____/_____/_____
57. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division for review and approval of the City Engineer prior to final map approval. _____/_____/_____
58. A map of the proposed subdivision drawn at 1"=200' scale showing the outline of the streets including street names shall be submitted to the City to update the city atlas map. _____/_____/_____
59. An original Mylar of the final map (after recordation) shall be provided to the City for the record files. _____/_____/_____

Q. Trash/Recycling

60. Construction debris shall be disposed of at a certified recycling site. It is recommended that the developer contact the City's franchised solid waste hauler for disposal of construction debris. _____/_____/_____

R. Fees

61. Plan check fees for final map review, professional report review (geotechnical, drainage, etc.), and all improvement plans review, shall be paid prior to submittal of said documents for review and approval in accordance with the Fee Schedule in effect at the time of submittal. _____/_____/_____

62. Public Works Inspection fees shall be paid prior to the scheduling the final map for approval by City Council in accordance with the Fee Schedule in effect at time of time of scheduling. .

____/____/____

63. Water and sewer connection fees including frontage fees and water meter installation charges shall be paid on a per lot basis at the time of building permit issuance in accordance with the Fee Schedule in effect at that time.

____/____/____

a. A plan storage fee shall be paid prior to approval of the final map and improvement plans in accordance with the Fee Schedule in effect at the time the fee is paid.

____/____/____

b. A Traffic Control mitigation fee shall be paid on a per lot basis prior to issuance of building permits for each lot within the subdivision.

____/____/____

c. A fee shall be paid to Riverside County Flood Control and Water Conservation District in the amount specified by them to perform plan checking for drainage purposes for the proposed subdivision.

____/____/____

APPLICANT SHALL CONTACT THE FIRE DEPARTMENT, (951) 922-3219, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

S. Fire Department Conditions of Approval

64. The applicant shall provide on-site "evacuation centers" where the people at the site can go for short periods allowing fire apparatus to enter the site before civilians are evacuated

____/____/____

65. The fire department will not approve development on the site until this issue related to "evacuation centers" has been mitigated.

____/____/____

APPLICANT SHALL CONTACT THE ELECTRIC DEPARTMENT, (951) 922-3260, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

T. Electric Department Conditions of Approval

66. The applicant shall be responsible for submitting detailed plans indicating lot lines, streets, easements, building layout, anticipated loading information, etc. These plans are required in electronic format. We currently use AutoCad2000

____/____/____

67. The applicant shall be responsible for paying required fees - electrical permit, plan check fee, inspection fees, in aid of construction fee, etc. Current fee schedule available from the City Department of Building and Safety.

____/____/____

68. The applicant shall be responsible for granting easement for electric facilities installation/maintenance, etc.

____/____/____

69. The applicant shall be responsible for all trenching, backfill, and compaction

____/____/____

70. The applicant shall be responsible for all conduits, vaults, and other materials associated with their installation (except cables and their terminations).

____/____/____

71. The applicant shall be responsible for installation of Streetlight poles lights and conductors per City Standard.

____/____/____

72. The City Electric Department shall be responsible for reviewing plans submitted by customer.

____/____/____

73. The City Electric Department shall be responsible for providing a cost estimate for City to installed underground cable and apparatus to supply 12kv power.

____/____/____

74. The City Electric Department shall be responsible for inspecting all trenches prior to backfilling. 24 hour prior notice is required before inspection.

____/____/____

75. The City Electric Department shall be responsible for installing conductors, terminations and apparatus for primary underground line extension. Secondary service entrance conductors to be provided and installed by the developer (at customer's expense).

____/____/____

TPM 34335

***MITIGATED NEGATIVE
DECLARATION***

**ATTACHMENT
“B”**

Environmental Checklist Form

1. Project title: Tentative Parcel Map 34335
2. Lead agency name and address: City of Banning
99 East Ramsey
Banning, CA 92220
3. Contact person and phone number: Oscar Orci
951-922-3107
4. Project location: South of Railroad right of way, north of Banning Airport, immediately west of the eastern City Limits. Assessor's Parcel Nos: 532-110-006, 532-130-001, 532-130-002
5. Project sponsor's name and address: Messenger Investment Company
250 Newport Center Drive, Suite 250
Newport Beach CA92660

6. General plan designation: Airport Industrial
7. Zoning: Airport Industrial

8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)

A parcel map to subdivide a 63.9 acre site into 3 parcels, for the ultimate construction of up to 1,000,000 square feet of industrial space. Project also includes the creation of a street from the west property line to Lincoln Street, and an emergency access roadway at the southwestern corner of the property, through the San Geronio River, and onto Banning Airport property.

9. Surrounding land uses and setting: Briefly describe the project's surroundings:

North: Railroad right of way and Interstate 10.

South: Banning Municipal Airport

West: Banning Municipal Airport

East: Vacant lands in the County of Riverside/Morongo Band Reservation lands

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)

Regional Water Quality Control Board
California Department of Fish and Game
US Army Corps of Engineers

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture Resources	<input checked="" type="checkbox"/>	Air Quality
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Geology /Soils
<input type="checkbox"/>	Hazards & Hazardous Materials	<input type="checkbox"/>	Hydrology / Water Quality	<input type="checkbox"/>	Land Use / Planning
<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population / Housing
<input type="checkbox"/>	Public Services	<input type="checkbox"/>	Recreation	<input checked="" type="checkbox"/>	Transportation/Traffic
<input type="checkbox"/>	Utilities / Service Systems	<input checked="" type="checkbox"/>	Mandatory Findings of Significance		

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

<input type="checkbox"/>	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input checked="" type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista? (General Plan)			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Aerial photograph)			X	
c) Substantially degrade the existing visual character or quality of the site and its surroundings? (Application materials)			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Application materials)			X	

I. a)-d) The proposed parcel map will not, in and of itself, have any impact on aesthetics. The ultimate development of the site for up to one million square feet of industrial space will result in one or more buildings, likely to be single-story in height, on the 63 acre site. The site is currently vacant and is bordered on two sides by the airport, and on one side by the railroad and I-10 right of way. The development site is not expected to generate buildings inconsistent with the airport's structures, and will not significantly impact a scenic vista, insofar as the development of the building(s) at single story heights will not affect residents and travelers to the north in how they view the San Jacinto mountains.

There are no scenic resources on the site. The project site is in an industrial area, and its development will not substantially change the visual character of the area.

The proposed project will result in new light sources from the businesses operating there, including building lighting and vehicle headlights. The lighting on the buildings will be regulated by the City's lighting standards, which limit exterior lighting, particularly its impacts on adjacent properties. Vehicle headlights will be shielded from the railroad right of way by project landscaping and perimeter walls, and therefore are not expected to significantly impact the surrounding area.

Overall impacts associated with aesthetics are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
II. AGRICULTURE RESOURCES: Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (General Plan and EIR)				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Zoning Map)				X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use? (General Plan Land Use Map)				X

- II. a)-c) The project site is currently vacant and undeveloped. The site is not, and has not been in agriculture. There are no agricultural lands in the vicinity of the site. There are no Williamson Act contracts on the property. The property has been designated for Industrial development for a number of years. No impacts associated with agricultural resources are expected.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
III. AIR QUALITY: Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan? (SCAQMD CEQA Handbook)				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (SCAQMD CEQA Handbook)		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (SCAQMD CEQA Handbook)		X		
d) Expose sensitive receptors to substantial pollutant concentrations? (Project Description, Aerial Photo, site inspection)			X	
e) Create objectionable odors affecting a substantial number of people? (Project Description)				X

III. a)-d)) The South Coast Air Quality Management District has developed regional air quality plans for the Pass region based on the General Plan of the jurisdictions within the Pass. The proposed project is consistent with the General Plan designation for the property. Therefore, the proposed project will have no impact on air quality plans.

Approval of the parcel map will not impact air quality. However, the ultimate development of the site with one million square feet of industrial space will result in air quality impacts. Development of the site will result in short term construction impacts, and long term operational impacts. Each of these is described separately below. Please note that in all the tables below, only SCAQMD factors have been utilized. No mitigating factors are included, in order to provide the most conservative estimates.

Construction Impacts

The development of the site will result in air quality impacts associated with grading of the site. This City is in non-attainment for PM10 (particulate matter of 10 microns or less), which are associated with fugitive dust. The grading of the site will disturb a total of approximately 61.0 acres, including those areas of the site itself which will be

developed, and the extension of A Street, connecting to the existing Lincoln Street. Table 1 illustrates the potential fugitive dust generated by mass grading of the project site.

Table 1
Calculations of Fugitive Dust Potential

Total Acres to be Disturbed at Buildout	Factor (lbs./day/acre)	Total Potential Dust Generation (lbs./day)
61.0	26.4	1,610.4

Source: Table A9-9, "CEQA Air Quality Handbook," prepared by South Coast Air Quality Management District, April 1993.

As demonstrated in the Table, if the entire site were to be actively graded, a significant impact will result, insofar as the SCAQMD threshold of 150 pounds per day will be exceeded. Although it is likely that the site will be graded in phases, since there is no development plan available at this time, a worse case scenario has been assumed. This is a potentially significant impact which requires mitigation.

In addition to fugitive dust, construction equipment used on the site during grading will result in vehicle emissions. For purposes of this analysis, it has been assumed that the mitigation measure below, limiting site grading to no more than 10 acres in any one work day, would be applied. Table 2 below estimates the potential emissions from grading equipment on the site.

Table 2
Grading - Related Exhaust Emissions Summary
(pounds per day)

	ROG	CO	NOx	SOx	PM₁₀
		706.29	502.96	31.37	49.28
Equipment Emissions	83.54				
Workers' Vehicle Emissions	-	33.42	3.57	0.02	0.27
Total Construction Emissions	83.54	739.71	506.53	31.39	49.55
SCAQMD Thresholds of Significance	75.00	550.00	100.00	150.00	150.00

The Table demonstrates that the proposed project will exceed the thresholds established by SCAQMD. Grading emissions are short term and temporary, however, and would be expected to have limited impact (several weeks only) on ambient air quality. Mitigation measures are proposed below to reduce potential impacts to the extent possible.

Long Term Impacts

The proposed project will generate 4,960 average daily trips at build out¹. For purposes of this analysis, it has been assumed that 50% of the trips would be in passenger vehicles, and 50% would be in heavy duty trucks. These vehicle trips will result in the emissions depicted in Table 3.

¹ "Traffic Impact Study Banning Industrial Park," prepared by Kimley-Horn and Associates, May 2007.

Table 3
Daily Exhaust Emissions at Project Buildout
(pounds per day)

Total No. Vehicle Trips/Day			Ave. Trip Length (miles)		Total miles/day
2,480		x	15	=	37,200
Total No. Diesel Truck Trips/Day			Ave. Trip Length (miles)		Total miles/day
2,480		x	50	=	124,000
Pollutant	CO	NOx	ROG	SOx	PM₁₀
Passenger Vehicles	360.3	37.4	36.9	0.4	3.2
HD Diesel Trucks	1,590.0	5,188.9	408.4	5.0	247.5
Total pounds per day	1,950.3	5,226.3	445.3	5.4	250.7

Based on California Air Resources Board's EMFAC 2002 Emissions Model. Assumes Year 2009.

The Table shows that the operation of the proposed project will exceed emissions for oxides of carbon and nitrogen. The project, however, is consistent with the General Plan land use designation for the property, and the EIR for the General Plan determined that although impacts associated with air quality will exceed SCAQMD thresholds, the benefits associated with build out of the General Plan outweigh the potential impacts as they relate to air quality. Further, the improvement of technology over time, and the creation of jobs in the City, allowing residents to work within the City rather than commuting to Inland Empire employment centers, will serve to reduce impacts in the long term. In order to reduce impacts to the extent possible, mitigation measures are proposed below.

In order to assure that impacts associated with the project are reduced to the greatest extent possible, the following mitigation measures shall be implemented.

1. The applicant shall submit, for review and approval, a PM₁₀ Management Plan for all grading and construction activities, for review and approval by the City Engineer prior to the issuance of grading permits.
2. SCAQMD Rule 403 shall be implemented.
3. No more than 10 acres shall be actively graded during any one day.
4. During all grading and construction activities, the site shall be watered at least twice daily.
5. Any area which remains undeveloped for a period of more than 30 days shall be stabilized using either chemical stabilizers or hydroseed on the affected portion of the site.
6. All trucks hauling dirt, sand or soil shall be covered, or shall maintain two feet of freeboard.
7. Streets accessing the project site shall be swept at the end of each work day.
8. All grading activities shall be suspended during wind speeds of 25 mph or greater.
9. All diesel powered vehicles and equipment shall be properly maintained.

10. Electric or natural gas powered equipment shall be used to the greatest extent possible.
11. Aqueous diesel fuels shall be used for construction vehicles, if feasible.
12. No more than 2 scrapers shall operate on the site at any time.
13. Construction vehicles shall not idle on the site for more than 5 minutes.

III. e) The development of the proposed office project is not expected to generate significant odors. Although the tenant mix on the site is not known, warehousing or similar activities are likely. Any proposed use would be required to operate entirely indoors, as required by the Zoning Ordinance. Operation of a light industrial use which emits fumes would be regulated by regional agencies, and would include scrubbers or other devices required to clean air emissions. These regulations, whether local or regional, will assure that impacts associated with odors will be reduced to less than significant levels.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES -- Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?		X		
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (General Plan)		X		
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?		X		

IV. a)-f)

Both a habitat assessment and a jurisdictional delineation were completed for the proposed project². The habitat assessment determined that the site's vegetation consists of non-native grasslands, and remnants of alluvial scrub, which pre-date the grasslands. The assessment also determined that several drainages occur on the project site.

The assessment found that no burrowing owl occurred on the project site. However, given the presence of the species on and around the Banning Airport, its presence in the future is possible. This is a potentially significant impact which requires mitigation.

The assessment further determined that the project site does not consist of suitable soils (clays) for either Marvin's Onion or Many-stemmed Dudleya.

The Riverside County Multiple Species Habitat Conservation Plan identifies the project site as part of a Special Linkage Area (SLA), Subunit 3 of the San Timoteo Creek portion of the Special Linkage areas. The assessment considered the potential impacts of the proposed project on the SLA, and found that many of the species identified in the MSHCP do not occur, or will not be significantly impacted by the proposed project. The assessment further identified that the proposed project consists of less than 3% of the total SLA, and that the lack of development activity, and the small area to be disturbed within the SLA, will lower the potential impacts to the SLA. However, the assessment did not complete trapping for the Los Angeles Pocket Mouse, which is known to occur in drainages in the east side of the City. Impacts to the species would be potentially significant, and mitigation is required to insure that these potential impacts are reduced to less than significant levels.

The jurisdictional delineation prepared for the project site determined that the proposed project contains 0.81 acres of jurisdictional areas in 5 drainages, including the San Gorgonio River. The document further determined that the proposed project will permanently impact 0.17 acres of California and US jurisdictional area, and temporarily impact 0.07 acres of such area. The document proposes the installation of vegetative enhancements above the ordinary high water mark to compensate for these losses. The project will be required to secure permits from the US Army Corps of Engineers, the California Department of Fish and Game, and the California Regional Water Quality Control Board for impacts to these drainages. In addition, the MSHCP requires the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) for impacts to the drainages, which will be approved by the City, the CDFG and the USFWS. This mitigation measure will assure that impacts to the drainages will be less than significant.

1. Prior to the issuance of a grading permit, a pre-construction burrowing owl survey shall be completed, in compliance with California Department of Fish and Game protocol. The survey shall be completed immediately preceding the initiation of construction. Should the species be identified, avoidance measures shall be undertaken, unless a relocation plan is approved by the California Department of Fish and Game. No ground disturbing activity shall commence on the site until all recommended mitigation measures are completed to the satisfaction of the City and the Department of Fish and Game.

² "Habitat Assessment Report for the Messenger Industrial Park..." prepared by Rocks Biological Consulting, June 2007; and "Jurisdictional Delineation Banning Industrial Park," prepared by Kimley-Horn, April 2007.

2. Prior to the issuance of a grading permit, the project proponent shall cause to be completed, by a qualified biologist, a trapping study for Los Angeles Pocket Mouse. Should the habitat or species be identified, the provisions of the MSHCP shall apply. Preservation of habitat, or the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) shall be prepared and approved by the US Fish and Wildlife Service, the California Department of Fish and Game, and the City.
3. Prior to the issuance of a grading permit, the project proponent shall secure appropriate permits from the US Army Corps of Engineers, the California Department of Fish and Game, the California Regional Water Quality Control Board and the City for impacts to the drainages on the site.

With the implementation of these mitigation measures, impacts to biological resources are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES -- Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5? (General Plan)				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5? (General Plan)				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (General Plan)				X
d) Disturb any human remains, including those interred outside of formal cemeteries? (General Plan)			X	

V. a)-d) The proposed project site is located in an area of Low probability for archaeological resources. No structures, historic or modern, occur on the project site. No impacts to these resources are anticipated.

The site is not located in an area of sensitivity for paleontological resources. No impacts to these resources are anticipated.

The site is not known to have been a cemetery, and no internments are known to have occurred on the property. State law requires that any human remains uncovered during earth moving be reported to the authorities and thoroughly investigated. This state requirement will assure that impacts to human remains, should they occur, will be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS -- Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (General Plan)			X	
ii) Strong seismic ground shaking? (General Plan)			X	
iii) Seismic-related ground failure, including liquefaction? (General Plan)				X
iv) Landslides? (General Plan)				X
b) Result in substantial soil erosion or the loss of topsoil? (General Plan)			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (General Plan)				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (General Plan)				X

VI. a)-e) The proposed project is not located in an Alquist-Priolo Fault Hazard Zone. The site is located, however, in an active seismic area, approximately 1 mile west of the San Geronio Fault. The City will require the implementation of Uniform Building Codes for seismic zones, which are designed to mitigate impacts in this area.

The site is located in a Moderate liquefaction potential area. The site-specific geotechnical analysis which will be required by the Building Department at the time that building permits are sought will include analysis of the depth to groundwater on the site,

as it relates to liquefaction potential. This requirement will assure that potential impacts associated with liquefaction are reduced to less than significant levels.

The site is flat, and is surrounded by similarly flat lands. No hazard associated with landslides or slope instability is expected.

The site will be subject to both wind and water erosion. The discussions under Air Quality and Hydrology, however, will assure that impacts associated with erosion are reduced to less than significant levels.

Soils in the City are not identified as expansive. The site will be required to connect to the City's sanitary sewer system, and no septic systems will occur on the site.

Overall impacts associated with soils and geology are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
VII. HAZARDS AND HAZARDOUS MATERIALS --Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Application materials)			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Application materials)			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Application materials)			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Riverside County Hazardous Materials Listing)				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (General Plan land use map)			X	
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (General Plan land use map)				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (General Plan)				X
h) Expose people or structures to a				X

significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (General Plan, Fire Setback standards)				
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- VII. a)-h) The construction of industrial buildings on the project site will result in the storage and transport of small amounts of cleansers, chemicals and similar products required for cleaning and maintenance within the project. The amounts to be stored are not expected to result in a hazard.

Should a business which handles larger amounts of these materials be proposed within the project, the business will be regulated by the City, the County and the State, and the storage and transport of these materials will occur under prescribed standards. These standards are designed to reduce potential impacts to less than significant levels.

The construction of the proposed project will not impact wildland fire hazards, as the site is located in an urbanized area of the City. The applicant will be required to provide an emergency access roadway onto the airport, to provide a second point of access and assure emergency access for public safety vehicles.

The site is located adjacent to the Banning Airport. The construction of structures on the site will be subject to the requirements of the Airport Land Use Plan, and will require review by the Airport Land Use Commission. These requirements will assure that impacts associated with structures to be located adjacent to the airport are reduced to less than significant levels.

Overall impacts associated with hazardous materials are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
VIII. HYDROLOGY AND WATER QUALITY -- Would the project:				
a) Violate any water quality standards or waste discharge requirements? (General Plan)				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Urban Water Management Plan)			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (General Plan)			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (General Plan)			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (General Plan)			X	
f) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (FEMA Maps)				X

g) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (FEMA Maps)				X
---	--	--	--	---

VIII. a) & b) The project will be required to comply with City standards for the disposal of sanitary sewage. The City's wastewater treatment plant has sufficient capacity to service the proposed project, and also complies with all waste discharge requirements. The City will not allow the disposal of industrial waste water in its municipal system. Should such a land use be proposed for the site, the proponent will be required to implement measures to assure safe disposal of such waste water at the time the project is proposed. The project is therefore not expected to violate any standard.

Domestic water is supplied to the project site by the City of Banning. The proposed project is consistent with the General Plan designation assigned to it, on which the City's Urban Water Management Plan is based. The City's adopted Urban Water Management Plan indicates that the City has sufficient water, in the groundwater basins available to it, as well as through future recycled water production and State Water Project allocations, to serve the proposed project and future development. The City is implementing water conservation, purchase and replenishment measures which will result in additional resources available in the long term. The project will be required to contribute, through the payment of connection fees, for the purchase of these sources. The project proponent will be required to implement the City's water efficient landscaping and construction provisions, which will ensure that the least amount of water is utilized.

VIII. c)-g) The proposed project will be required to prepare, for review and approval by the City Engineer, a hydrology study. This study will demonstrate how the proposed project will retain the 100 year storm on site, as required by City standards. The applicant currently proposes the construction of a retention basin on the southern boundary of the site, which will outlet into the San Gorgonio River. Such a system will require City and state approval, and will be reviewed and approved by the governing agencies prior to the issuance of grading permits for the site.

In addition, the proposed project will be required to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) for City and Regional Water Quality Control Board review and approval. The SWPPP will include the required NPDES standards for the control of construction and operational storm flows as it relates to pollutant concentrations. This requirement will assure that on site storm water runoff from the site will not introduce pollutants to the regional system. This requirement will assure that impacts associated with polluted runoff are less than significant.

The area of the project site which will be constructed upon is not located in a flood zone.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
IX. LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community? (Aerial photo)				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (General Plan Land Use Element)				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (Banning Municipal Code)				X

IX. a)-c) The project site is vacant, and development of the site will not divide an established community.

The proposed parcel map, and resultant industrial project are consistent with the land use and zoning designations assigned to the site. The development of the project will be required to conform to the standards contained in the Zoning Ordinance.

The proposed project will be required to comply with the requirements of the Western Riverside MSHCP through the payment of fees and the preparation of studies as required by the Plan.

No impacts associated with land use are expected.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
X. MINERAL RESOURCES -- Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (General Plan)			X	
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (General Plan)				X

- X. a) & b) The project site is located in a MRZ-3 mineral resource zone, indicating that there is insufficient data to determine whether significant resources occur on the site. However, the property has been designated for urban development for a number of years, is located in the Banning's urbanized core, adjacent to the airport, and would be inappropriate for the location of mining facilities. Overall impacts are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
XI. NOISE Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (General Plan EIR, p. III-163 ff.)			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (General Plan EIR, p. III-163 ff.)			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (General Plan EIR, p. III-163 ff.)				X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (General Plan EIR, p. III-163 ff.)			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (General Plan land use map)				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (General Plan land use map)				X

XI. a)-f) The proposed project will result in the construction of industrial buildings. These uses are not considered sensitive receptors in the General Plan. The site is located in a noise impacted area, adjacent to the railroad right of way and the airport. Industrial uses, which have low sensitivity to noise, are appropriate in such an area. The proposed project will be required to submit final noise analysis with the submittal of building plans. This analysis must demonstrate that acceptable interior and exterior noise levels can be

achieved with construction of the project. This City standard will assure that potential impacts associated with operation of the site are less than significant.

The proposed project will generate elevated noise levels during construction. However, there are no sensitive receptors in the vicinity of the project site which might be impacted by the construction noise levels. Furthermore, the construction noise generated at the site will be temporary and periodic, and not sustained for long periods of time. Finally, the City regulates construction hours to time periods during the day when ambient noise levels are more elevated, and increases in noise levels are less noticeable. Therefore, impacts are expected to be less than significant.

The project site is located within the elevated noise contours of the Banning airport. The uses proposed, however, are not sensitive receptors, and can accommodate the 65 dBA CNEL anticipated at this location.

Overall impacts associated with noise are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
XII. POPULATION AND HOUSING – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (General Plan, application materials)			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (General Plan, application materials)				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (General Plan, application materials)				X

XII. a)-c) The project site is currently vacant. The development of up to 1,000,000 square feet of industrial space will generate new or expanded businesses in the City, and create an undetermined number of new jobs. These jobs will be available to new and existing residents of the City. Housing growth in the City should be able to accommodate the project, particularly since it is likely to be constructed in phases. Since industrial land uses have lower job generation factors per square foot than many other employment sectors, it is expected that the normal growth in housing in the City will accommodate the new jobs created by the proposed project.

The site is vacant, and construction of the project will not displace either people or houses. Impacts associated with development of the site are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
XIII. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection? (General Plan)			X	
Police protection? (General Plan)			X	
Schools? (General Plan EIR)			X	
Parks? (General Plan; Recreation and Parks Master Plan)				X
Other public facilities? (General Plan)				X

XIII. a) Development of the proposed project will have a less than significant impact on public services. The project will be served by the City Police Department, and by the County Fire Department, under City contract. The proposed project will generate some calls for these agencies, but the added property tax, and potentially also sales tax generated by the businesses in the project will offset these increases. In addition, the City is currently implementing a community facilities district for public safety which this project would participate in to cover costs associated with public safety.

Development of industrial buildings is not expected to impact park facilities.

The proposed project will be required to pay the mandated school fees at the time that building permits are issued.

Overall impacts are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
XIV. RECREATION --				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Application materials)				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Application materials)				X

XIV. a) & b) As stated above, development of the proposed project is not expected to impact recreational or park facilities. No existing facilities will be affected by construction of the project. No impacts are expected.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
XV. TRANSPORTATION/TRAFFIC -- Would the project:				
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections (General Plan EIR p. III-20 ff.)		X		
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? (General Plan EIR p. III-20 ff.)		X		
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (No air traffic involved in project)			X	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (TPM 34335)				X
e) Result in inadequate emergency access? (TPM 34335)			X	
f) Result in inadequate parking capacity? (TPM 34335)				X
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (Project description)				X

XV. a)-g) A traffic study was prepared for the proposed project³. The study found that at project build out, the project will generate 4,960 average daily trips, 450 of which will be at the AM peak, and 470 of which will be at the PM peak. The traffic analysis studied the impact of these trips on 7 intersections, including:

³ "Traffic Impact Study Banning Industrial Park," prepared by Kimley-Horn, May 2007.

- 8th Street/I-10 eastbound ramps
- 8th Street/I-10 westbound ramps
- Lincoln Street/8th Street
- Lincoln Street/San Gorgonio
- Lincoln Street/Hargrave Street
- Hargrave Street/I-10 eastbound ramps
- Hargrave Street/I-10 westbound ramps

The study found that under current conditions, the studied intersections operate at acceptable levels of service (LOS), with the exception of the 8th Street I-10 eastbound ramps and Hargrave/I-10 eastbound ramps (which operate at LOS F). The study further found that all studied roadway segments currently operate at acceptable levels of service.

The study further found that with the addition of the proposed project, planned projects and ambient growth, all studied intersections, with the exception of Hargrave/I-10 westbound ramps will operate at LOS E or F during the AM or PM peak hours. These are significant impacts which require mitigation. In order to restore acceptable levels of service, signalization of the studied intersections is required, as is the widening of 8th, Lincoln and Hargrave Streets. These improvements will result in acceptable levels of service at the intersections.

In order to assure that the proposed project does not significantly impact the circulation system, the following mitigation measures are required:

1. The project proponent shall contribute his fair share to the signalization of the project area intersections, the widening of 8th Street and Hargrave Street prior to issuance of building permits.
2. Prior to issuance of building permits for the proposed project, the applicant shall contribute his fair share to widen Lincoln Street to 4 lanes.

The proposed project does not include unsafe designs. The proposed project will be required to conform to the City's Zoning Ordinance in the provision of parking for the site. The proposed project will be reviewed and approved by the Fire Department to assure adequate emergency access. The proposed project will be reviewed by the Airport Land Use Commission to assure no conflicts with its land use plan.

With the implementation of the mitigation measures listed above, impacts associated with traffic and circulation are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
XVI. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (General Plan)				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Water Management Plan)			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (General Plan)			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Water Management Plan)			X	
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (General Plan, Dept. of Public Works)				X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (General Plan)				X
g) Comply with federal, state, and local statutes and regulations related to solid waste? (General Plan)				X

- XVI. a)-g) Utilities are available in the vicinity of the proposed project, or can be extended along Street A at the time development occurs. The City and other service providers will collect connection and usage fees to offset the cost of providing services. The project will control on-site storm water to the satisfaction of the City Engineer, and will connect their facilities to downstream facilities as required (please see Hydrology, above). The City has sufficient capacity to serve the project at its wastewater treatment plant. Water supplies are, and will be sufficient to serve the project site (please see Hydrology, above). The City's solid waste provider transports waste to several regional landfills with sufficient capacity to serve the proposed project, including the Badlands, Lambs Canyon and other landfills. The City will also continue to implement the requirements of AB 939, requiring the reduction of the solid waste stream. The construction of the proposed project is expected to result in less than significant impacts on utility providers.

	Potentially Significant Impact	Less Than Significant w/ Mitigation	Less Than Significant Impact	No Impact
XVII. MANDATORY FINDINGS OF SIGNIFICANCE --				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have the potential to achieve short-term, to the disadvantage of long-term environmental goals?				X
c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

- XVII. a) The proposed project has the potential to significantly impact biological resources, as described above. The mitigation measures included in this study, however, reduce these impacts to less than significant levels.
- XVII. b) The proposed project is designated for industrial development in the General Plan, and has been envisioned for the uses proposed in the long term for the City. The project is consistent with General Plan goals and policies supporting added and broadened employment opportunities for its residents.
- XVII. c) The proposed project is consistent with the General Plan vision for the property. The General Plan and its accompanying EIR considered the impacts of build out of the City,

and found these impacts, where they were cumulatively considerable, to be acceptable given the social, economic and technological benefits which will result.

- XVII. d) The proposed project will impact human beings under the categories of air quality and traffic. These impacts have been mitigated to less than significant levels within this Initial Study.

XVIII. EARLIER ANALYSES.

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case a discussion should identify the following on attached sheets:

a) **Earlier analyses used.** Identify earlier analyses and state where they are available for review.

General Plan EIR.

b) **Impacts adequately addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

Not applicable.

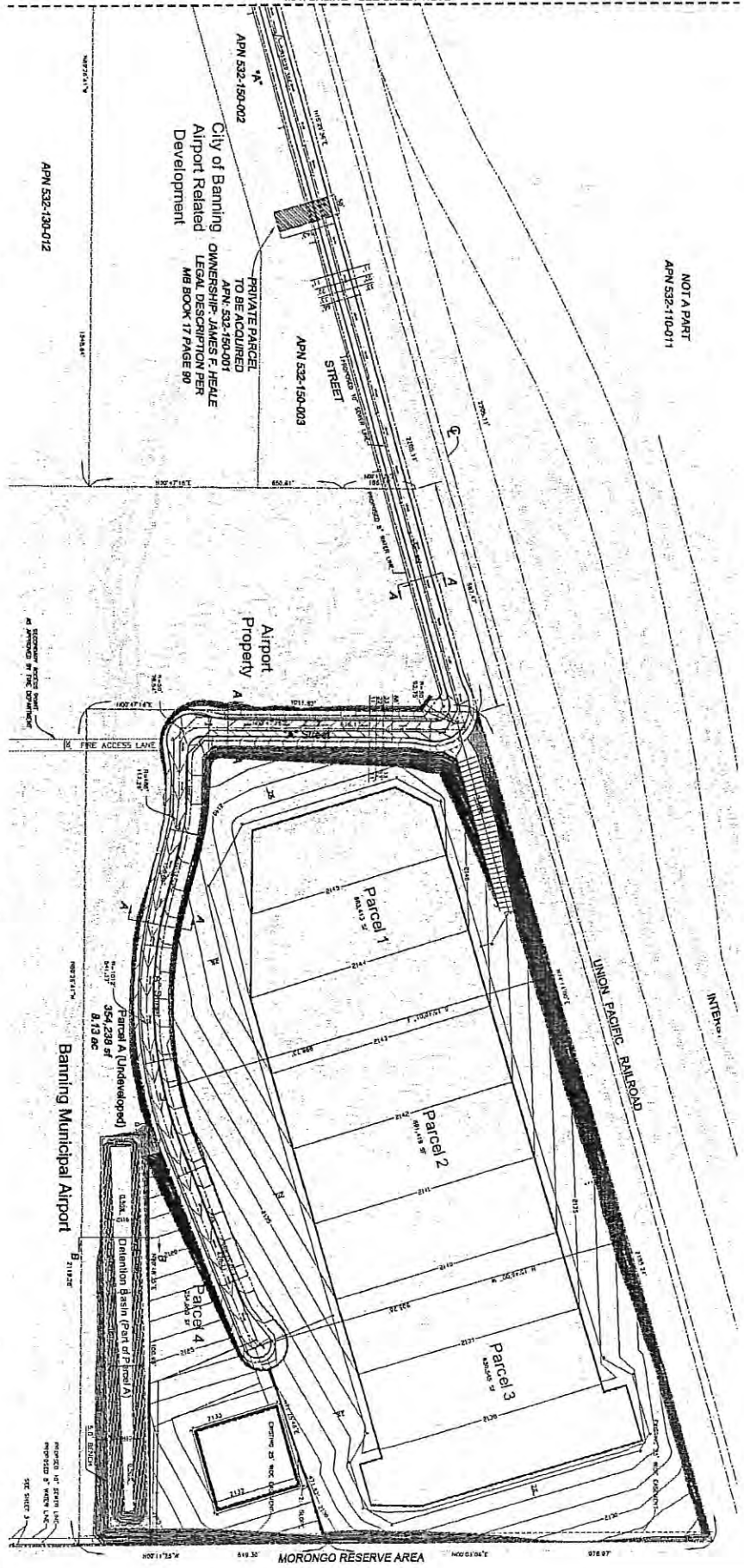
c) **Mitigation measures.** For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

Not applicable.

TENTATIVE PARCEL MAP NO. 34335

NOT A PART
APN 532-110-011

MATCHLINE - SEE SHEET NO. 2



APN 532-130-012

City of Banning
OWNERSHIP
LEGAL DESCRIPTION
MB BOOK 17 PAGE 80

APN 532-150-003

Airport
Property

UNION PACIFIC RAILROAD

INTERIOR

MORONGO RESERVE AREA

Banning Municipal Airport

TYPICAL STREET CROSS SECTION A-A

Scale: 1" = 40'

TYPICAL CROSS SECTION B-B

Scale: 1" = 10'

GRAPHIC SCALE
1" = 100'

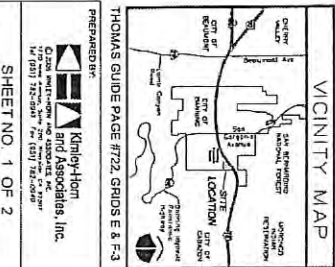
PROJECT DATA
GROSS AREA: 3,142,237 sq. ft. (72.46 ac)
NET AREA: 1,011,114 sq. ft. (23.21 ac)

OWNER/DEVELOPER
BANNING MUNICIPAL AIRPORT

SOILS ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
1100 N. GATEWAY AVENUE, SUITE 200
BANNING, CA 92408
TEL: (951) 322-5288
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E-MAIL: KIMLEY-HORN@KHA.COM

GENERAL PLAN
ZONING
APN 532-130-012
APN 532-150-003

DRAWN: OCTOBER 16, 2007



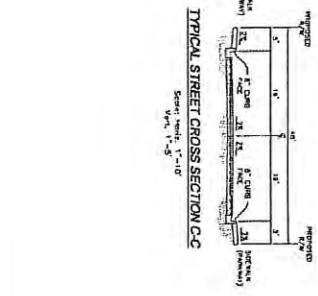
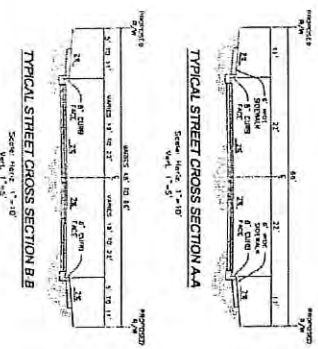
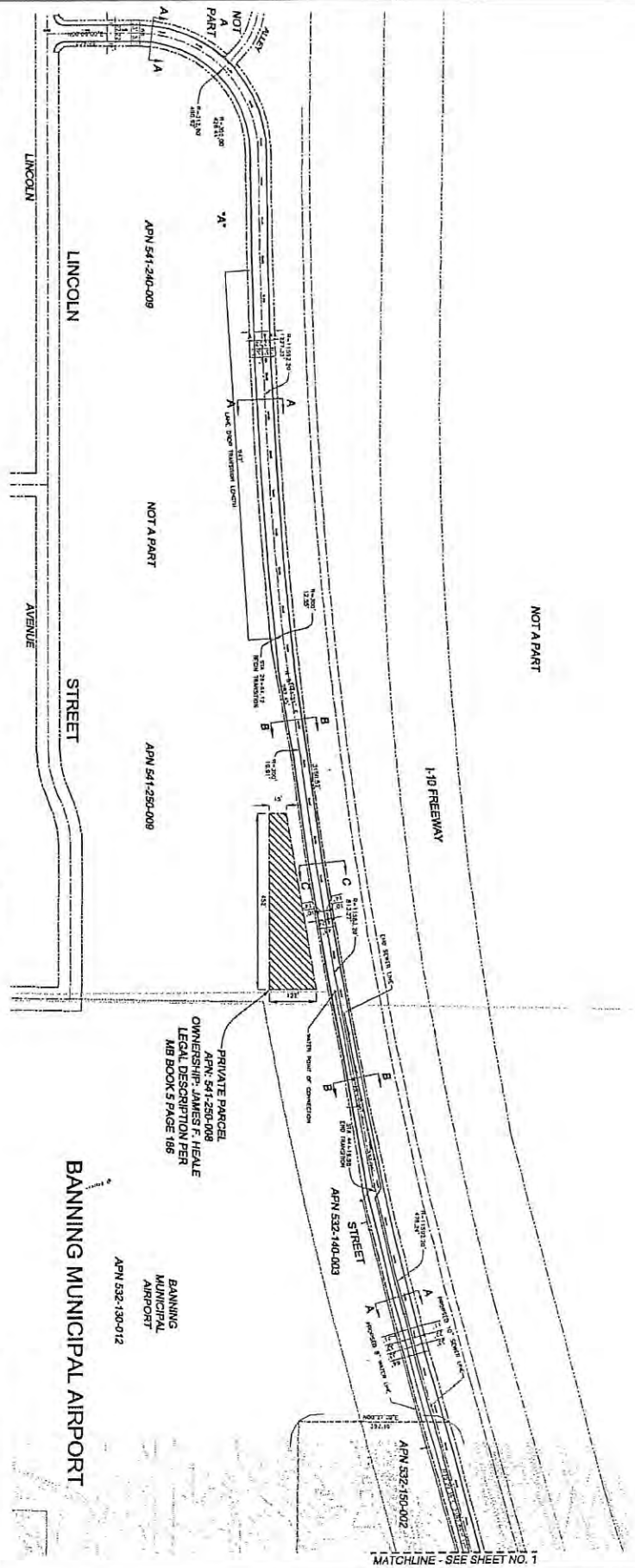
THOMAS GUIDE PAGE #722, GRIDS E & F-3

PREPARED BY: Kimley-Horn and Associates, Inc.

DATE: 10/16/07
BY: (951) 322-5288
FAX: (951) 322-5289
E-MAIL: KIMLEY-HORN@KHA.COM

SHEET NO. 1 OF 2

TENTATIVE PARCEL MAP NO. 34335



OWNER/DEVELOPER
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OWNER/DEVELOPER

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FAX: (951) 772-0274
GENERAL PLANNING



DATE: December 18, 2007

SHEET NO. 2 OF 2

ATTACHMENT 3

Resolution 2016-25

RESOLUTION NO. 2016-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BANNING, CALIFORNIA, APPROVING A TWELVE
(12) MONTH EXTENSION FOR TENTATIVE PARCEL
MAP NO. 34335 (TPM 34335)**

WHEREAS, an application for time extension for Tentative Parcel Map No. 34335 has been duly filed by:

Project Applicant: Banning Industrial, L.P. by Pacific Newport Properties, Inc.,
General Partner

Project Location: Located generally south of the railroad right of way, immediately
north of Banning Airport, and east of Hathaway Street.

APN's: 532-110-006, 532-130-001 and 532-130-002

Project Area: 63.9 Acres

WHEREAS, it has been determined that no additional environmental review is required pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162 in that a previous negative declaration was duly adopted and no substantial changes to the project that require major revisions are proposed by the extension of time for the tentative map; and

WHEREAS, on October 22, 2007, the Planning Division reviewed the proposed Mitigated Negative Declaration and Tentative Parcel Map No. 34335; and, findings were made to approve the tentative map subject to the Conditions of Approval; and, the tentative map provides for the subdivision of a 63.9 acre site into four (4) development parcels, with Parcel "A" as a remnant parcel used, in part, for detention basin, and Street "A"; and, Tentative Parcel Map No. 34335 will involve the construction of up to 1,000,000 square feet of Airport Industrial land uses; and, the Project involves the extension of John Street to the subject site as well as the secondary emergency access road through the Banning Airport and east of Hathaway Street; and

WHEREAS, on June 14, 2007, the Riverside County Airport Land Use Commission (ALUC) found Tentative Parcel Map No. 34335 to be consistent with the 2004 Banning Municipal Airport Land use Compatibility Plan, subject to conditions of approval; and

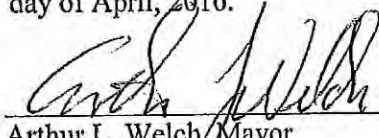
WHEREAS, Actions by the State Legislature specifically SB1185, AB333, AB 208, and AB116 extended Tentative Tract Map No. 34335 to October 22, 2016; and

WHEREAS, The State Legislature has not provided the automatic extensions of time as previously recited.

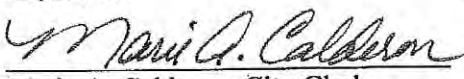
NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Banning hereby approves an additional twelve (12) month extension of time for Tentative Parcel Map No. 34335 in accordance with Government Code Section 66452.6. Therefore, said tentative parcel map shall expire October 22, 2017.

The above action is final unless an appeal is filed pursuant to Section 17.68.100 of the Banning Municipal Code within fifteen (15) calendar days following City Council action.

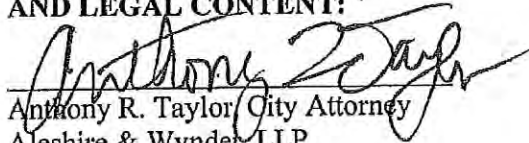
PASSED, APPROVED AND ADOPTED this 12th day of April, 2016.


Arthur L. Welch, Mayor
City of Banning

ATTEST:


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

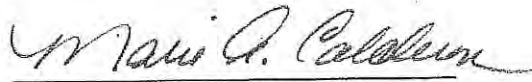
**APPROVED AS TO FORM
AND LEGAL CONTENT:**


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

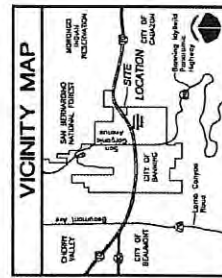
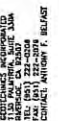
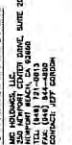
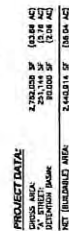
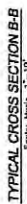
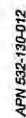
CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2016-25 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
ABSENT:	None
ABSTAIN:	None


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

NOT A PART
APN 532-110-011



THOMAS GUIDE PAGE #722, GRIDS E & F-3

PREPARED BY:

   **Kimley-Horn
and Associates, Inc.**

© 2004 KIMLEY-HORN AND ASSOCIATES, INC.
1710 Sand Avenue, Suite 200, Alhambra, CA 91807
Tel (951) 782-0240 Fax (951) 782-0940

DATE: May 16, 2006

SHEET NO. 1 OF 2

VICINITY MAP

The map shows the location of the site relative to surrounding areas. The site is located in the City of Raleigh, near the intersection of the City of Raleigh and the City of Raleigh. The map includes labels for Cherry Valley, City of Blount, City of Raleigh, and the City of Raleigh. It also shows the location of the site relative to the City of Raleigh and the City of Raleigh. The map includes a north arrow and a scale bar.

THOMAS GUIDE PAGE #722. GRIDS E & F-3

ORDER BY:

SHEET NO. 2 OF 2

DATE: NOVEMBER 23, 2005

GENERAL PLAN

PROJECT DATA:		
GROSS AREA:	2,783.058 SF	(63,867 AC)
"X" STREET:	231,144 SF	(5.70 AC)
DEVELOPMENT BASIN:	80,310 SF	(2.07 AC)
NET BUILDABLE AREA:	2,440,504 SF	(56.02 AC)

[illegible]

OWNER/DEVELOPER
WILSON ENGINEERING CO.
2550 NEWPORT CENTER DRIVE, SUITE 200
NEWPORT BEACH, CA 92660
TEL: (949) 721-0813
FAX: (949) 544-4870
CONTACT: JEFF GORDON

SOILS ENGINEER
CENTECH900S INCORPORATED
1150 PALMVIEW, SUITE 350A
MANLYS, CA 92051
TEL: (951) 222-0208
FAX: (951) 222-2078
CONTACT: ANTHONY F. BOFAST

BENCH MARK
FOUND 3" BRASS DISK IN PLASTIC SLEEVES
MARKED "1311 1978" FOR NATIONAL GEOGRAPHIC
SURVEY. LOCATED 2.50 MILES EAST ALONG
ROAD FROM THE SAN CONCORD AVENUE
CROSSING IN BARNING.
ELEVATION= 2113.44 FEET DATUM=HVD 29

BENCHMARK

APM
100-261-275

679 of 980

ATTACHMENT 4

Copy of Tentative Parcel Map 34335

ATTACHMENT 5

Public Hearing Notice

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

149295 CC PHN TPM 34335EXT

State of California)
County of Riverside) ss.

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

November 3, 2017

Executed on: 11/03/2017

At Banning, CA

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



Signature

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL FOR A TWELVE (12) MONTH EXTENSION OF TIME FOR TENTATIVE PARCEL MAP 34335 (TPM 34335), LOCATED GENERALLY SOUTH OF THE RAILROAD RIGHT OF WAY, IMMEDIATELY NORTH OF BANNING AIRPORT, AND EAST OF HATHAWAY STREET; APNS 532-110-006, 532-130-001 AND 532-130-002

NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council, to be held on Tuesday, November 14, 2017, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider granting a twelve (12) month time extension for Tentative Parcel Map 34335 (TPM 34335). The proposed project site is located generally, south of the railroad right of way, immediately north of Banning Airport, and east of Hathaway Street, APNs 532-110-006, 532-130-001 and 532-130-002. TPM 34335 was previously approved on April 12, 2016.

Information regarding the request for twelve (12) month extension of time for Tentative Parcel Map 34335 (TPM 34335) 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 to this item are invited to attend the hearing, or to send their written comments to the Community Development Department, City of Banning at 99 E. Ramsey Street, 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 recommendation 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 COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA

Patty Nevins
Community Development Director
Dated: October 31, 2017
Publish: November 3, 2017
Published in
The Record Gazette
No. 149295
11/03/2017



**CITY OF BANNING
CITY COUNCIL REPORT**

TO: CITY COUNCIL

FROM: Alejandro Diaz, Interim City Manager

PREPARED BY: Art Vela, Public Works Director

MEETING DATE: November 14, 2017

SUBJECT: Adopt Resolution 2017-112 Approving the 2017 Engineering and Traffic Survey and Adopt Ordinance 1516, Re-Establishing Prima Facie Speed Limits throughout the City of Banning Amending Ordinance 1449

RECOMMENDED ACTION:

That the City Council:

1. Adopt Resolution 2017-112 approving the 2017 Engineering and Traffic Survey.
2. Adopt Ordinance No. 1516, "Establishing Prima Facie Speed Limits within Specified Speed Zones throughout the City of Banning," amending Ordinance 1449.

BACKGROUND:

Speed limits in California are governed by the California Vehicle Code (CVC). The CVC establishes maximum speed limits for all streets and highways in the State. Pursuant to CVC Section 22352, the maximum speed limit is generally 15 miles per hour (MPH) in alleys and at intersections and railroad crossings under certain conditions, and 25 MPH on most streets other than state highways. Pursuant to CVC Section 22349, the maximum speed limit on state highways is generally 65 MPH, or 55 MPH on two-lane (undivided) highways.

Notwithstanding these generally-applicable limits, CVC Sections 22357, 22358 and 22358.3 allow local authorities to increase or decrease state-mandated speed limits by ordinance when such increases or decreases are justified by an engineering and traffic survey (ETS). CVC Section 40802 provides that in order for locally-mandated speed limits to be enforceable, the surveys justifying local increases or decreases to state limits

must be performed within specified time periods of five, seven, or ten years, depending on the nature of the increase or decrease. Locally-imposed speed limits not justified by an ETS conducted within the applicable time period may amount to unenforceable “speed traps” under Section 40802. The City’s most recently-adopted ETS was approved by the City Council in April of 2012.

CVC Section 21400 and the California Manual for Uniform Traffic Control Devices (CA MUTCD) generally require that local jurisdictions set the speed limit for a given street at the speed at which 85 percent of traffic is moving at or below (the “85th percentile”), rounded to the nearest 5 MPH increment. The 85th percentile, determined by conducting an ETS, conforms to the greater majority of motorists and is considered to be a safe and reasonable speed. However, if warranted by conditions related to prevailing speeds, accident records, or highway, traffic, and roadside conditions not readily apparent to drivers, a locally-imposed speed limit may be reduced by 5 MPH from the nearest 5 MPH increment to the 85th percentile, or rounded down to the nearest 5 MPH increment below the 85th percentile where it would otherwise have been required to be rounded up.

This year the Public Works Department solicited proposals from qualified consultants for the creation of a new ETS. The Department received and evaluated 11 proposals, and in March 2017, entered into an agreement with Albert A. Webb and Associates to pay \$17,700 for the completion of a new ETS.

The new ETS has been completed and is attached to this report. The ETS is also available at the Engineering counter for public review. Based on the content of the new ETS, the City now wishes to adjust some of its currently-applicable speed limits, and re-establish others per the requirements of CVC Section 40802. The Notice of Public Hearing was advertised in the local newspaper and a copy is also attached herein as Attachment 3. The listing of recommended speed limit changes are shown in Attachment 4, Exhibit “A”.

JUSTIFICATION:

It is essential that the City approve the 2017 Engineering and Traffic Survey and adopt Ordinance 1516. The 2017 ETS serves as the basis for the establishment and enforcement of speed limits for selected streets within the City of Banning. The 2017 ETS was prepared in compliance with the CVC using the procedures outlined in the CA MUTCD. Ordinance 1516 will amend Ordinance 1449 and will re-establish certain speed limits and revise others as recommended by the 2017 ETS.

FISCAL IMPACT:

If approved, several signs and pavement markings will have to be replaced to conform to the 2017 ETS at an estimated cost of \$10,400. The related work will be funded by the approved 17/18 Gas Tax budget (Fund 001-100).

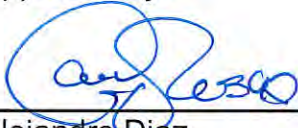
ALTERNATIVES:

1. Reject staff's recommendation, as a result some posted speed limits throughout the City could become unenforceable.

ATTACHMENTS:

1. Resolution 2017-112
2. Ordinance 1516
3. Public Hearing Notice
4. Exhibit "A", Speed Limit Recommendations
5. 2017 Engineering and Traffic Survey

Approved by:



Alejandro Diaz
Interim City Manager

ATTACHMENT 1

(Resolution 2017-112)

RESOLUTION 2017-112

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE 2017 ENGINEERING AND TRAFFIC SURVEY

WHEREAS, speed limits in California are governed by the California Vehicle Code (CVC), which also establishes generally-applicable maximum speed limits for all streets in the State; and

WHEREAS, Sections 22357, 22358 and 22358.3 of the CVC allow local authorities to establish speed limits other than those mandated by the state by ordinance, provided that such limits are justified by an engineering and traffic survey (ETS) to be performed every five years, seven years or ten years as specified in Section 40802 of the CVC; and

WHEREAS, the City entered into a contract with Albert A. Webb and Associates in March, 2017 to conduct and prepare an ETS for selected street segments throughout the City; and

WHEREAS, the results of the ETS are contained in a report prepared by Albert A. Webb and Associates entitled "Engineering and Traffic Survey for Speed Limits" dated September 2017; and

WHEREAS, the Public Works Department's Engineering Division has reviewed the Engineering and Traffic Survey for Speed Limits dated September 2017, and recommends that the City Council approve the report, as well as the speed limits recommended for establishment on highway segments throughout the City therein.

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

SECTION 1. The City Council finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2. The City Council has reviewed the Engineering and Traffic Survey for Speed Limits dated September 2017.

SECTION 3. The City Council approves of the Engineering and Traffic Survey for Speed Limits dated September 2017, as well as the speed limits recommended for establishment therein.

SECTION 4. The City Clerk shall certify the passage and adoption of this Resolution, and it shall thereupon take effect.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

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

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-112, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

ATTACHMENT 2

(Ordinance 1516)

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ORDINANCE 1516

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, RE-ESTABLISHING AND DECLARING PRIMA FACIE SPEED LIMITS WITHIN SPECIFIED SPEED ZONES THROUGHOUT THE CITY OF BANNING AND AMENDING ORDINANCE 1449

WHEREAS, Section 40802 of the California Vehicle Code provides that speed limits for streets may be deemed unenforceable if not justified by an Engineering and Traffic Survey (ETS) conducted less than five, seven, or ten years with conditions, prior to enforcement of that speed limit; and

WHEREAS, the ETS used to justify the City's current speed limits was completed in 2012; and

WHEREAS, a new ETS dated September 2017 was recently completed and approved by the City Council; and

WHEREAS, the 2017 ETS includes a recommended list of prima facie speed limits for the City along with adequate justification for the recommended limits per the requirements of state law; and

WHEREAS, the City Council wishes to maintain the enforceability of its speed limits to ensure that traffic speeds throughout the community are kept at a safe level given the conditions that exist on certain streets.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANNING AS FOLLOWS:

SECTION 1. CEQA Finding. The City Council finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance and the establishment of the regulations hereby will have a significant effect on the environment. The Ordinance is therefore exempt from review under the California Environmental Quality Act, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 2. The list of prima facie speed limits adopted by Ordinance No. 1449 of the City of Banning and attached thereto as Exhibit "C" is hereby amended in its entirety and replaced with the list of prima facie speed limits attached herewith as Exhibit "A."

SECTION 3. The Mayor shall sign this ordinance and the City Clerk shall attest thereto and shall publish it or a summary of it in a newspaper printed and published within the City, and thereafter this ordinance shall be in force and effect according to law.

PASSED, ADOPTED AND APPROVED this XX day of XXXX, 2017.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

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

Kevin G. Ennis, Esq., Authority Counsel
Richards|Watson|Gershon

CERTIFICATION:

I, Sonja De La Fuente, City Clerk of the City of Banning, California, do hereby certify that Ordinance 1516 was duly introduced at a regular meeting of the City Council of the City of Banning, California, held on the XXth day of XXXX, 2017, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sonja De La Fuente, Deputy City Clerk
City of Banning

ATTACHMENT 3

(PUBLIC HEARING NOTICE RECORD)

NOTICE OF PUBLIC HEARING

PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held at a regular City Council Meeting on Tuesday, November 14, 2017, at 5:00 p.m. at the Banning Civic Center Council Chamber, 99 E. Ramsey Street, Banning, California regarding the adoption of **Ordinance No. 1516, An Ordinance of the City Council of the City of Banning, California, Establishing Prima Facie Speed Limits throughout the City of Banning; Amending Ordinance No. 1449**

Information regarding the foregoing ordinance can be obtained by contacting the City Clerk's Office at (951) 922-3102 or by visiting the City Clerk's Office located at 99 E. Ramsey Street, Banning during regular business hours.

ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or send their written comments to the City Clerk, 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, if a public hearing is held on the proposal, you or someone else must have raised those issues 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 of the City of Banning, California.

/s/ Sonja De La Fuente,
Deputy City Clerk
City of Banning, California

DATED: October 31, 2017

PUBLISH: November 3, 2017

ATTACHMENT 4

(EXHIBIT “A”, SPEED LIMIT CHANGES RECOMMENDATIONS)

Table 3-1 – Speed Survey Recommendations

No	Street	From	To	Existing Speed Limit	85th %ile Speed	Recom Speed Limit	Justification
1	8th Street	Gilman Street	Interstate 10	NP	32	30	85th percentile speed
2	22nd Street	Ramsey Street	Westward Avenue	35	34	35	85th percentile speed
3	Highland Home Road	Wilson Street	Ramsey Street	40	38	40	85th percentile speed
4	Hathaway Street	Hoffer Street	Ramsey Street	35	43	40	85th percentile speed rounded down per CVC 21400(b)
5	Hathaway Street	Lincoln Street	Wesley Street	35	44	40	85th percentile speed rounded down per CVC 21400(b)
6	Mountain Avenue	Mockingbird Lane	Wilson Street	35	40	40	85th percentile speed
7	Highland Springs Avenue	North City Limit	Oak Valley Parkway	50	44	45	85th percentile speed
8	Highland Springs Avenue	Oak Valley Parkway	Wilson Street	50	43	45	85th percentile speed
9	Highland Springs Avenue	Wilson Street	Sun Lakes Boulevard	35	30	30	85th percentile speed
10	Highland Springs Avenue	Sun Lakes Boulevard	South City Limit	35	38	35	85th percentile speed rounded down per CVC 21400(b)
11	San Gorgonio Avenue	Lombardy Lane	Wilson Street	30	35	30	85th percentile speed reduced per CVC 21400(b)
12	San Gorgonio Avenue	Wilson Street	Ramsey Street	30	26	25	Business District, on-street parking and nearby school
13	San Gorgonio Avenue	Ramsey Street	Lincoln Street	30	30	30	85th percentile speed
14	Sunset Avenue	Wilson Street	Ramsey Street	NP	42	40	85th percentile speed
15	Sunset Avenue	Ramsey Street	Westward Avenue	35	40	35	85th percentile speed reduced per CVC 21400(b)
16	Hargrave Street	Wilson Street	Ramsey Street	30	23	25	85th percentile speed
17	Hargrave Street	Ramsey Street	Wesley Street	35	31	30	85th percentile speed
18	Omar Street	Ramsey Street	Wilson Street	NP	37	35	85th percentile speed
19	Alessandro Road	Repplier Street	Wilson Street	30	39	35	85th percentile speed rounded down per CVC 21400(b)

Table 3-1 – Speed Survey Recommendations (continued)

No	Street	From	To	Existing Speed Limit	85th %ile Speed	Recom Speed Limit	Justification
20	Alessandro Road	Ramsey Street	Wilson Street	30	36	35	85th percentile speed
21	Lincoln Street	Sunset Avenue	22nd Street	40	39	40	85th percentile speed
22	Lincoln Street	22nd Street	8th Street	40	47	45	85th percentile speed
23	Lincoln Street	8th Street	San Gorgonio Avenue	40	47	45	85th percentile speed
24	Lincoln Street	San Gorgonio Avenue	Hathaway Street	40	43	45	85th percentile speed
25	Ramsey Street	Highland Springs Avenue	Highland Home Road	50	53	50	85th percentile speed rounded down per CVC 21400(b)
26	Ramsey Street	Highland Home Road	Sunset Avenue	50	48	45	85th percentile speed rounded down per CVC 21400(b)
27	Ramsey Street	Sunset Avenue	22nd Street	40	42	40	85th percentile speed
28	Ramsey Street	22nd Street	8th Street	35	39	40	85th percentile speed
29	Ramsey Street	8th Street	Hargrave Street	25	40	25	Business District and on-street parking
30	Ramsey Street	Hargrave Street	Interstate 10	35	40	40	85th percentile speed
31	Nicolet Street	Sunset Avenue	22nd Street	35	40	40	85th percentile speed
32	Nicolet Street	22nd Street	4th Street	35	36	35	85th percentile speed
33	Nicolet Street	4th Street	Hargrave Street	25	31	30	85th percentile speed
34	Nicolet Street	Hargrave Street	Hathaway Street	25	38	35	85th percentile speed rounded down per CVC 21400(b)
35	Wilson Street	Highland Springs Avenue	Highland Home Road	45	49	50	85th percentile speed
36	Wilson Street	Highland Home Road	Sunset Avenue	45	46	45	85th percentile speed

Table 3-1 – Speed Survey Recommendations (continued)

No	Street	From	To	Existing Speed Limit	85th %ile Speed	Recom Speed Limit	Justification
37	Wilson Street	Sunset Avenue	16th Street	45	49	50	85th percentile speed
38	Wilson Street	16th Street	San Gorgonio Avenue	35	38	40	85th percentile speed
39	Wilson Street	San Gorgonio Avenue	Hargrave Street	35	34	35	85th percentile speed
40	Sun Lakes Boulevard	Country Club Drive	Highland Home Road	35	36	35	85th percentile speed
41	Westward Avenue	Sunset Avenue	San Gorgonio Avenue	35	45	45	85th percentile speed
42	Williams Street	Sunset Avenue	Hathaway Street	25	35	25	Residential district and on-street parking
43	George Street	Sunset Avenue	Woodland Avenue	25	33	25	Residential district and on-street parking
44	George Street	20th Street	8th Street	35	38	35	85th percentile speed rounded down per CVC 21400(b)
45	George Street	8th Street	San Gorgonio Avenue	25	35	25	Residential district and on-street parking
46	Sun Lakes Boulevard	Highland Springs Avenue	Country Club Drive	35	36	35	85th percentile speed

ATTACHMENT 5

(2017 ENGINEERING AND TRAFFIC SURVEY)



ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS CITY OF BANNING

September 2017

CERTIFICATION

I, Dilesh Sheth, do hereby certify that this Engineering and Traffic Survey for the City of Banning was performed under my supervision. I certify that I am experienced in performing surveys of this type and duly registered in the State of California as a Professional Civil and Traffic Engineer.



Dilesh Sheth

Dilesh Sheth
RCE# 65078
RTE# 2112





2017 ENGINEERING AND TRAFFIC SURVEY

For

CITY OF BANNING

Prepared by

Albert A. Webb Associates

For

**CITY OF BANNING
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**99 EAST RAMSEY STREET
BANNING, CA 92220**

October 2017

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SECTION 1 - INTRODUCTION

This Engineering and Traffic Survey is intended to serve as the basis for the establishment and enforcement of speed limits for selected streets within the City of Banning. This survey was authorized by the City and independently conducted by the private consulting firm Albert A. Webb Associates.

Engineering and traffic surveys for speed limits should be conducted once every five (5), seven (7), or ten (10) years for the purpose of complying with *California Vehicle Code* (CVC) Section 40802.

■ Regulations and Guidelines

CVC Division 11, Chapter 7 defines the California Speed Laws. CVC Section 22352 indicates that prima facie speed limits are 15 miles per hour (mph) at unprotected railroad grade crossings, uncontrolled highway intersections with sight restrictions, and on any alley. In addition, the prima facie speed limit is 25 mph in residence and business districts, when approaching or passing a school building or grounds thereof, or when passing a senior center or other facility primarily used by senior citizens. CVC Division 1 defines a business district and residence district in Sections 235 and 515, respectively.

A "business district" is that portion of a highway and the property contiguous thereto (a) upon one side of which highway, for a distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business, or (b) upon both sides of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distances specified in this section if the above ratio of buildings in use for business to the length of the highway exists.¹

A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.²

¹ California Department of Motor Vehicles, *California Vehicle Code*, Division 1, Section 235, 2015

² California Department of Motor Vehicles, *California Vehicle Code*, Division 1, Section 515, 2015

Section 22357(a) permits the establishment of speed limits greater than 25 mph based on the following text:

Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe.³

Therefore, the CVC allows local authorities to increase the prima facie limits by ordinance or resolution to appropriate limits as determined by an engineering and traffic survey. Posted speed limits not defined in the CVC or established by ordinance are not valid. The CVC requires that speed surveys must be performed with the use of radar or other electronic devices at locations where speed limits are to be enforced with the use of radar. The current survey must be completed within five years as specified in Section 40802(a), seven years as specified in Section 40802(c), or ten years as specified in Section 40802(c), of the date of the preceding survey. A survey allowed to expire passed the valid duration of the previous survey would constitute a speed trap as defined in Sections 40802 of the CVC:

- (a) A "speed trap" is either of the following:
 - (1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.
 - (2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, or school zone.
- (b) (1) For purposes of this section, a local street or road is one that is functionally classified as "local" on the "California Road System Maps," that are approved by the Federal Highway Administration and maintained by the Department of Transportation. When a street or road does not appear on the "California Road System Maps," it may be defined as a "local street or road" if it primarily provides access to abutting residential property and meets the following three conditions:
 - (A) Roadway width of not more than 40 feet.

³ California Department of Motor Vehicles, *California Vehicle Code*, Division 11, Chapter 7, Section 22357, 2015

- (B) *Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.*
- (C) *Not more than one traffic lane in each direction.*
- (2) *For purposes of this section, 'school zone' means that area approaching or passing a school building or the grounds thereof that is contiguous to a highway and on which is posted a standard 'SCHOOL' warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. 'School zone' also includes the area approaching or passing any school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children if that highway is posted with a standard 'SCHOOL' warning sign.⁴*

■ Requirements and Methodology of an Engineering and Traffic Study

Speed zones are primarily established to protect the public from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. Speed limits are normally set near the 85th-percentile speed that statistically represents one standard deviation above the average speed. The 85th-percentile speed is defined as the speed at or below which 85 percent of traffic is moving. Speed limits established on this basis conform to the greater majority of motorists as to what speed is reasonable and prudent, and are not dependent on the judgment of one or a few individuals.

The Engineering and Traffic Survey, as defined in CVC Section 627, must consider the prevailing speeds, accident records, and highway, traffic, and roadside conditions not readily apparent to the driver. Local authorities may also consider residential density and pedestrian and bicycle safety. Speed zones are also established to advise motorist of road conditions or hazards, which may not be readily apparent to a reasonable driver. For this reason, a field review of related road/traffic variables is conducted which is considered in combination with the statistical data and collision history of a particular roadway segment to determine a safe and reasonable speed limit. The specific procedures used in the performance of an Engineering and Traffic Study are outlined in the *California Manual on Uniform Traffic Control Devices, 2014 Edition* (CA MUTCD). The statistical factors used to analyze the collected speed survey data and additional factors as noted in the CA MUTCD to consider are defined in the following section.

⁴ California Department of Motor Vehicles, *California Vehicle Code*, Division 17, Chapter 3, Section 40802, 2015

SECTION 2 - SPEED SURVEY EVALUATION

Forty-six (46) locations were evaluated by Albert A. Webb Associates and are included in this report. The location and the limits of this section are listed in Table 2-1.

Table 2-1 – Survey Locations and Limits

No	Street	From	To
1	8th Street	Gilman Street	Interstate 10
2	22nd Street	Ramsey Street	Westward Avenue
3	Highland Home Road	Wilson Street	Ramsey Street
4	Hathaway Street	Hoffer Street	Ramsey Street
5	Hathaway Street	Lincoln Street	Wesley Street
6	Mountain Avenue	Mockingbird Lane	Wilson Street
7	Highland Springs Avenue	North City Limit	Oak Valley Parkway
8	Highland Springs Avenue	Oak Valley Parkway	Wilson Street
9	Highland Springs Avenue	Wilson Street	Sun Lakes Boulevard
10	Highland Springs Avenue	Sun Lakes Boulevard	South City Limit
11	San Gorgonio Avenue	Lombardy Lane	Wilson Street
12	San Gorgonio Avenue	Wilson Street	Ramsey Street
13	San Gorgonio Avenue	Ramsey Street	Lincoln Street
14	Sunset Avenue	Wilson Street	Ramsey Street
15	Sunset Avenue	Ramsey Street	Westward Avenue
16	Hargrave Street	Wilson Street	Ramsey Street
17	Hargrave Street	Ramsey Street	Wesley Street
18	Omar Street	Ramsey Street	Wilson Street
19	Alessandro Road	Repplier Street	Wilson Street
20	Alessandro Road	Ramsey Street	Wilson Street
21	Lincoln Street	Sunset Avenue	22nd Street
22	Lincoln Street	22nd Street	8th Street
23	Lincoln Street	8th Street	San Gorgonio Avenue
24	Lincoln Street	San Gorgonio Avenue	Hathaway Street
25	Ramsey Street	Highland Springs Avenue	Highland Home Road
26	Ramsey Street	Highland Home Road	Sunset Avenue
27	Ramsey Street	Sunset Avenue	22nd Street
28	Ramsey Street	22nd Street	8th Street
29	Ramsey Street	8th Street	Hargrave Street
30	Ramsey Street	Hargrave Street	Interstate 10

Table 2-1 – Survey Location and Limits (continued)

No	Street	From	To
31	Nicolet Street	Sunset Avenue	22nd Street
32	Nicolet Street	22nd Street	4th Street
33	Nicolet Street	4th Street	Hargrave Street
34	Nicolet Street	Hargrave Street	Hathaway Street
35	Wilson Street	Highland Springs Avenue	Highland Home Road
36	Wilson Street	Highland Home Road	Sunset Avenue
37	Wilson Street	Sunset Avenue	16th Street
38	Wilson Street	16th Street	San Gorgonio Avenue
39	Wilson Street	San Gorgonio Avenue	Hargrave Street
40	Sun Lakes Boulevard	Country Club Drive	Highland Home Road
41	Westward Avenue	Sunset Avenue	San Gorgonio Avenue
42	Williams Street	Sunset Avenue	Hathaway Street
43	George Street	Sunset Avenue	Woodland Avenue
44	George Street	20th Street	8th Street
45	George Street	8th Street	San Gorgonio Avenue
46	Sun Lakes Boulevard	Highland Springs Avenue	Country Club Drive

■ Field Review

Speed data was collected using calibrated radar speed guns and was performed by a sub-consultant to Albert A. Webb Associates, Counts Unlimited. Each of the radar speed surveys were made from an inconspicuously parked, unmarked vehicle. An effort was made to ensure that the presence of the vehicle in no way affected the speed of the traffic being surveyed. Field information from these speed surveys and other roadway characteristics were recorded on field data forms and later coded into engineering software for analysis purposes. CA MUTCD Section 2B.13 indicates that in order for the sample to be representative of the actual traffic flow, it is desirable to have a minimum sample of 100 vehicles for a speed zone survey, but in no case should the sample contain less than 50 vehicles. In addition to speed data, average daily traffic (ADT) volumes for each segment were collected from the survey using pneumatic tube counters.

Examples of the field data collected for the purposes of analyzing related roadway characteristics as they pertain to the determination of appropriate speed limits are listed below. The results of the field review for related roadway and traffic variables are summarized in the next section of this report.

1. Segment length, width and alignment;
2. Level of pedestrian and bicycle activity, truck volume;
3. Traffic flow characteristics;
4. Number of lanes and other channelization/striping factors;
5. Frequency of intersections, driveways, on-street parking, bike lanes;
6. Locations of stop signs, traffic signals, and other regulatory traffic control devices;
7. Roadway condition, bumps and dips;
8. Obstructions to driver/pedestrian visibility;

9. Land use and proximity of schools, parks/recreation areas and senior centers;
10. Uniformity with existing speed zones in adjacent jurisdictions; and
11. Any other unusual conditions or hazards not readily apparent to the driver.

■ Statistical Analysis Factors

Significant factors used to analyze the collected survey data are summarized below:

- **85th-Percentile Speed.** The critical speed, or the 85th-percentile speed, is defined as that speed at or below which 85 percent of the traffic is moving. This factor is the primary guide in determining what speed the majority of drivers find safe and reasonable. Therefore, the practice is to set the speed limit to the nearest 5 mph increment from the 85th-percentile speed unless other factors require a lower limit. Speed limits set on this basis provide law enforcement officials with a means of controlling reckless or unreliable drivers who will not conform to what the majority finds reasonable.
- **10-mph Pace.** The 10-mph pace is the 10-mph increment range which contains the largest number of recorded vehicles. This factor is a measure of the dispersion of speeds within the sample surveyed. Speed limits should normally be set to fall within the 10-mph pace, however, conditions not readily apparent to the driver or adhering to state mandated limits such as in residence districts may require setting speed limits below the 10-mph pace.
- **50th-Percentile Speed.** The median speed, or 50th-percentile speed, represents the mid-point value within the range of recorded speeds for a particular roadway location. In other words, 50 percent of the vehicles travel faster than, and 50 percent travel slower than, the median speed. This value is another measure of the central tendency of the vehicle speed distribution. Typically speed limits should not be set below the 50th-percentile speed, since it would result in greater than 50-percent of the drivers exceeding the speed limit.
- **15th-Percentile Speed.** The 15th-percentile speed is that speed at or below which 15 percent of the vehicles are traveling. This value is important in determining the minimum allowable speed limit, given that the vehicles traveling below this speed tend to obstruct the flow of traffic, thereby increasing the collision potential.
- **Percent of Vehicles in Pace Speed.** The percent of vehicles in the 10-mph pace speed is an indication of the grouping of vehicular speeds. Ideally, if all vehicles were traveling at or about the same speed, there would be a reduced likelihood of vehicular collisions. In speed limit analysis, the higher the percent of vehicles within the pace speed, the more favorable the speed distribution. The percent of the 10-mph pace is often between 60 and 90 percent.

■ 2014 CA MUTCD Standard

The 2014 CA MUTCD Section 2B.13 sets the standard for establishing posted speed limits:

Standard:

When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic, except as shown in the two Options below.

Option:

- 1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5. See Standard below for documentation requirements.*
- 2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th-percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).⁵*

■ Collision History

The Engineering and Traffic Survey forms summarize the available collision information for each of the street segments. The collision information was gathered from the California Statewide Integrated Traffic Records System (SWITRS) between January 1, 2015 to December 31, 2016. Based on the number of total collisions per segment studied over the 2 year period and ADT volumes, a collision rate per million vehicle miles was calculated for the segment. To provide a general comparison of the collision rates on the segment to expected collision rates for similar types of local roadways, the collision rate for the segment was compared to the statewide average rate listed in the 2009 Collision Data on California State Highways (road miles, travel, collisions, collision rates)⁶ as listed in Table 2-2. Only the segments that experienced collisions due to unsafe speeds in the studied timeframe are shown in the table. The calculated collision rate for the segment is shown on Table 2-3.

Table 2-2 – 2009 California State Highways Collision Rate

Lane Type	Total Accidents per Million Vehicle Miles (AMVM)
2 and 3 Lane Roadway	1.10
4+ Lanes (Undivided Highway)	1.85
4+ Lanes (Divided Highway)	1.48

⁵ California Department of Transportation, *California Manual on Uniform Traffic Control Devices, 2014 Edition*, Chapter 2B, Section 2B.13, November 2014

⁶ California Department of Transportation, *2009 Collision Data on California State Highways (road miles, travel, collisions, collision rates)*, April 2011

Table 2-3 – Road Segment Collision Rates from January 1, 2015 to December 31, 2016

No	Street	From	To	Average Daily Traffic	Lane Type	Number of Unsafe Speed Collisions (1/1/15-12/31/16)	Accidents per Million Vehicle Miles
11	San Gorgonio Avenue	Lombardy Lane	Wilson Street	1,664	2 Lanes	1	1.11
26	Ramsey Street	Highland Home Road	Sunset Avenue	10,701	4 Lanes Divided	1	0.12
27	Ramsey Street	Sunset Avenue	22nd Street	9,397	4 Lanes Divided	2	0.46
35	Wilson Street	Highland Springs Avenue	Highland Home Road	10,754	2 Lanes	2	0.25
37	Wilson Street	Sunset Avenue	16th Street	6,529	2 Lanes	1	0.21
38	Wilson Street	16th Street	San Gorgonio Avenue	5,025	2 - 4 Lanes	1	0.27
39	Wilson Street	San Gorgonio Avenue	Hargrave Street	2,461	2 Lanes	1	1.11

SECTION 3 - RESULTS AND RECOMMENDATIONS

The recommendations contained in this report are intended to establish prima facie speed limits. Prima facie limits attempt to advise the motorist and enforcement of the reasonable speed for a particular section of roadway for the prevailing conditions.

The Engineering and Traffic Survey Sheets presented in this section illustrate the results of a thorough evaluation of the available data and indicate a recommended speed limit for the street segment surveyed. A summary of the data analysis, along with the recommended speed limit can be found in Table 3-1 followed by a description of the recommendations for roadway segments with changing posted speed limits or for speed limits that were rounded down per CVC 21400(b).

Table 3-1 – Speed Survey Recommendations

No	Street	From	To	Existing Speed Limit	85th %ile Speed	Recom Speed Limit	Justification
1	8th Street	Gilman Street	Interstate 10	NP	32	30	85th percentile speed
2	22nd Street	Ramsey Street	Westward Avenue	35	34	35	85th percentile speed
3	Highland Home Road	Wilson Street	Ramsey Street	40	38	40	85th percentile speed
4	Hathaway Street	Hoffer Street	Ramsey Street	35	43	40	85th percentile speed rounded down per CVC 21400(b)
5	Hathaway Street	Lincoln Street	Wesley Street	35	44	40	85th percentile speed rounded down per CVC 21400(b)
6	Mountain Avenue	Mockingbird Lane	Wilson Street	35	40	40	85th percentile speed
7	Highland Springs Avenue	North City Limit	Oak Valley Parkway	50	44	45	85th percentile speed
8	Highland Springs Avenue	Oak Valley Parkway	Wilson Street	50	43	45	85th percentile speed
9	Highland Springs Avenue	Wilson Street	Sun Lakes Boulevard	35	30	30	85th percentile speed
10	Highland Springs Avenue	Sun Lakes Boulevard	South City Limit	35	38	35	85th percentile speed rounded down per CVC 21400(b)
11	San Gorgonio Avenue	Lombardy Lane	Wilson Street	30	35	30	85th percentile speed reduced per CVC 21400(b)
12	San Gorgonio Avenue	Wilson Street	Ramsey Street	30	26	25	Business District, on-street parking and nearby school
13	San Gorgonio Avenue	Ramsey Street	Lincoln Street	30	30	30	85th percentile speed
14	Sunset Avenue	Wilson Street	Ramsey Street	NP	42	40	85th percentile speed
15	Sunset Avenue	Ramsey Street	Westward Avenue	35	40	35	85th percentile speed reduced per CVC 21400(b)
16	Hargrave Street	Wilson Street	Ramsey Street	30	23	25	85th percentile speed
17	Hargrave Street	Ramsey Street	Wesley Street	35	31	30	85th percentile speed
18	Omar Street	Ramsey Street	Wilson Street	NP	37	35	85th percentile speed
19	Alessandro Road	Replier Street	Wilson Street	30	39	35	85th percentile speed rounded down per CVC 21400(b)

Table 3-1 – Speed Survey Recommendations (continued)

No	Street	From	To	Existing Speed Limit	85th %ile Speed	Recom Speed Limit	Justification
20	Alessandro Road	Ramsey Street	Wilson Street	30	36	35	85th percentile speed
21	Lincoln Street	Sunset Avenue	22nd Street	40	39	40	85th percentile speed
22	Lincoln Street	22nd Street	8th Street	40	47	45	85th percentile speed
23	Lincoln Street	8th Street	San Gorgonio Avenue	40	47	45	85th percentile speed
24	Lincoln Street	San Gorgonio Avenue	Hathaway Street	40	43	45	85th percentile speed
25	Ramsey Street	Highland Springs Avenue	Highland Home Road	50	53	50	85th percentile speed rounded down per CVC 21400(b)
26	Ramsey Street	Highland Home Road	Sunset Avenue	50	48	45	85th percentile speed rounded down per CVC 21400(b)
27	Ramsey Street	Sunset Avenue	22nd Street	40	42	40	85th percentile speed
28	Ramsey Street	22nd Street	8th Street	35	39	40	85th percentile speed
29	Ramsey Street	8th Street	Hargrave Street	25	40	25	Business District and on-street parking
30	Ramsey Street	Hargrave Street	Interstate 10	35	40	40	85th percentile speed
31	Nicolet Street	Sunset Avenue	22nd Street	35	40	40	85th percentile speed
32	Nicolet Street	22nd Street	4th Street	35	36	35	85th percentile speed
33	Nicolet Street	4th Street	Hargrave Street	25	31	30	85th percentile speed
34	Nicolet Street	Hargrave Street	Hathaway Street	25	38	35	85th percentile speed rounded down per CVC 21400(b)
35	Wilson Street	Highland Springs Avenue	Highland Home Road	45	49	50	85th percentile speed
36	Wilson Street	Highland Home Road	Sunset Avenue	45	46	45	85th percentile speed

Table 3-1 – Speed Survey Recommendations (continued)

No	Street	From	To	Existing Speed Limit	85th %ile Speed	Recom Speed Limit	Justification
37	Wilson Street	Sunset Avenue	16th Street	45	49	50	85th percentile speed
38	Wilson Street	16th Street	San Gorgonio Avenue	35	38	40	85th percentile speed
39	Wilson Street	San Gorgonio Avenue	Hargrave Street	35	34	35	85th percentile speed
40	Sun Lakes Boulevard	Country Club Drive	Highland Home Road	35	36	35	85th percentile speed
41	Westward Avenue	Sunset Avenue	San Gorgonio Avenue	35	45	45	85th percentile speed
42	Williams Street	Sunset Avenue	Hathaway Street	25	35	25	Residential district and on-street parking
43	George Street	Sunset Avenue	Woodland Avenue	25	33	25	Residential district and on-street parking
44	George Street	20th Street	8th Street	35	38	35	85th percentile speed rounded down per CVC 21400(b)
45	George Street	8th Street	San Gorgonio Avenue	25	35	25	Residential district and on-street parking
46	Sun Lakes Boulevard	Highland Springs Avenue	Country Club Drive	35	36	35	85th percentile speed

■ 8th Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
8th Street	Gilman Street	Interstate 10	NP	32	28	22	25-34	73%	0.00	30	85th percentile speed

■ Conditions

8th Street is a north-south two (2) lane undivided secondary highway with double-yellow centerline striping. The studied segment is approximately 4,300 feet long. On-street parking is allowed on both sides of the street. The surrounding land uses are residential with few commercial and many vacant lots. The intersection of 8th Street and Gilman Street, 8th Street and Wilson Street, and 8th Street and Nicolet Street are four-way stop controlled while the intersection of 8th Street and Ramsey Street is signalized. There are five minor two-way stop controlled intersections within the roadway segment at King Street, Hoffer Street, George Street, Cottonwood Road and Williams Street and three minor one-way stop controlled "T" intersections within the roadway segment at Christie Street, Jacinto View Road and Hays Street. There are no bike lanes. Sidewalks exist mostly on the entire length of the segment except on the east side between Gilman Street and King Street and on the west side between King Street and Hoffer Street. There is no existing speed limit sign within the roadway segment.

Between Gilman Street and Interstate 10, 8th Street carries approximately 5,301 vehicles per day. The speed survey was conducted on May 2, 2017. The 85th-percentile speed was measured at 32 mph.

■ Comments

The 85th-percentile speed of 32 mph indicates a speed limit of 30 mph between Gilman Street and Interstate 10. There was no unsafe speed-related collision during the past two years.

■ Recommendations

The results of the speed survey indicate a speed limit of 30 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on 8th Street between Gilman Street and Interstate 10 be 30 mph.

■ Hathaway Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Hathaway Street	Hoffer Street	Ramsey Street	35	43	36	28	34-43	48%	0.00	40	85th percentile speed rounded down per CVC 21400(b)
Hathaway Street	Lincoln Street	Wesley Street	35	44	32	24	30-39	39%	0.00	40	85th percentile speed rounded down per CVC 21400(b)

■ Conditions

For the purpose of this study, Hathaway Street is separated into two segments:

- Hoffer Street to Ramsey Street
- Lincoln Street to Wesley Street

Hathaway Street is a north-south two (2) lane undivided secondary highway with no centerline striping between Hoffer Street and Morongo Road, and between Barbour Street and Wesley Street. There is a double yellow centerline striping between Morongo Road and Ramsey Street, and between Lincoln Street and Barbour Street. The studied segment is approximately 6,668 feet long between Hoffer Street and Wesley Street. On-street parking is allowed on both sides of the street. There are nineteen residential driveways on the segment. The surrounding land uses are residential with mostly vacant lots. There are nine minor one-way stop controlled "T" intersections within the roadway segment at Hoffer Street, Morongo Street, George Street, Nicolet Street, Jacinto View Road, Williams Street, Ramsey Street, Bryan Street and Adam Street. The intersection of Hathaway Street and Barbour Street, Hathaway Street and Charles Street, and Hathaway Street and Wesley Street are two-way stop controlled. There are no bike lanes. Sidewalks exist only on the west side of Hathaway Street between 640' north of George Street and George Street, between 140' north of Jacinto View Road and 160' south of Jacinto View Road, between Lincoln Street and Westward Avenue, and between Charles Street and Wesley Street. The road narrows to 21' in some areas. There are 35 mph speed limit pavement marking and 35 mph speed limit signs on the roadway segment.

Between Hoffer Street and Wesley Street, Hathaway Street carries approximately 3,494 vehicles per day. The speed survey was conducted on April 26, 2017. The 85th-percentile speed between Hoffer Street and Ramsey Street was measured at 43 mph. The 85th-percentile speed between Lincoln Street and Wesley Street was measured at 44 mph.

■ Comments

The 85th-percentile speed of 43 mph indicates a speed limit of 45 mph between Hoffer Street and Ramsey Street and the 85th-percentile speed of 44 mph indicates a speed limit of 45 mph between Lincoln Street and Wesley Street. There was also no unsafe speed-related collision during the past two years.

▪ Recommendations

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 45 mph in this segment. However, the roadway has no bike lane and very little pedestrian facilities. There are many "T" intersections on the segment. The 10 mph pace range is lower than the 85th-percentile speed which means that traffic is travelling slower than 45 mph. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Hathaway Street between Hoffer Street and Ramsey Street be 40 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 40 mph in this segment. However, the roadway has no bike lane and very little pedestrian facilities. There are many "T" intersections on the segment. The 10 mph pace range is lower than the 85th-percentile speed which means that traffic is travelling slower than 45 mph. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Hathaway Street between Lincoln Street and Wesley Street be 40 mph.

■ Mountain Avenue

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Mountain Avenue	Mockingbird Lane	Wilson Street	35	40	33	27	29-38	62%	0.00	40	85th percentile speed

■ Conditions

Mountain Avenue is a north-south two (2) lane undivided local street with centerline striping. The studied segment is approximately 4,696 feet long. On-street parking is allowed on both sides of the street. There are ten residential driveways fronting the segment. The surrounding land uses are residential, a church and a school. The intersection of Mountain Avenue and Wilson Street is signalized. The intersections of Broadway Avenue and Mockingbird Lane, Hillside Drive, Evergreen Lane, Oak Lane, Cypress Street, Elm Street, and Red Bluff Lane are one- or three-way stop-controlled. There are no bike lanes. Sidewalks exist on the west side between Hillside Drive and Wilson Street and on the east side between 500' north of Cypress Street and Wilson Street. Canyon Estates Drive is curvilinear which can pose sight distance issues at the intersection of Broadway Avenue and Crosswinds Court. There is a 35 mph speed limit sign posted just north of Wilson Street.

Between Mockingbird Lane and Wilson Street, Mountain Avenue carries approximately 2,003 vehicles per day. The speed survey was conducted on May 4, 2017. The 85th-percentile speed was measured at 40 mph.

■ Comments

The 85th-percentile speed of 40 mph indicates a speed limit of 40 mph between Mockingbird Lane and Wilson Street. There was no unsafe speed-related collision during the past two years.

■ Recommendations

The results of the speed survey indicate a speed limit of 40 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Mountain Avenue between Mockingbird Lane and Wilson Street be 40 mph.

■ Highland Springs Avenue

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Highland Springs Avenue	North City Limit	Oak Valley Parkway	50	44	39	33	37-46	66%	0.00	45	85th percentile speed
Highland Springs Avenue	Oak Valley Parkway	Wilson Street	50	43	37	30	36-45	64%	0.00	45	85th percentile speed
Highland Springs Avenue	Wilson Street	Sun Lakes Boulevard	35	30	23	19	19-28	65%	0.00	30	85th percentile speed
Highland Springs Avenue	Sun Lakes Boulevard	South City Limit	35	38	33	28	29-38	68%	0.00	35	85th percentile speed rounded down per CVC 21400(b)

■ Conditions

For the purpose of this study, Highland Springs Avenue is separated into four segments:

- North City Limit to Oak Valley Parkway
- Oak Valley Parkway to Wilson Street
- Wilson Street to Sun Lakes Boulevard
- Sun Lakes Boulevard to South City Limit

Highland Springs Avenue between North City Limit and Wilson Street is a north-south two - three lane undivided urban arterial highway with centerline striping. The studied segment is approximately 9,132 feet long. No on-street parking is allowed. The surrounding land uses are mostly residential some vacant lots. The intersection of Highland Springs Avenue and Cougar Street is three-way stop controlled while the intersection of Highland Springs Avenue and Star Light Avenue is one-way stop controlled. There are three signalized intersections at Oak Valley Parkway, Sundance Drive and Wilson Street on Highland Springs Street. There is bike lane on the west side from 900' north of Oak Valley Parkway to Wilson Street. Sidewalk exists only on the west side between Cougar Street and 775' north of Cougar Street. There are 50 mph speed limit signs at south of Oak Valley Parkway and south of Sundance Drive.

Highland Springs Avenue between Wilson Street and South City Limit is a north-south four-six lane divided and undivided urban arterial highway with centerline striping and median. The studied segment is approximately 10,247 feet long. No on-street parking is allowed. The surrounding land uses are mostly residential with some commercial, some vacant lots, a medical plaza and a hospital. There are seventeen business driveways fronting the segment. There are five signalized intersections at Ramsey Street, two Interstate on/off-ramps, 2nd Street and Sun Lakes Boulevard and three one-way stop intersections at Potrero Boulevard, Gleneagles Drive, Crooked Creek and Breckenridge Avenue. There is a bike lane on the west side between Sun Lakes Blvd and Potrero Boulevard. Between Breckenridge Avenue and Crooked Creek, the southbound lanes merge from two lanes into one lane. Sidewalks exist on

most of the segment except the unimproved areas. There are 35 mph speed limit signs at each signalized intersections.

Between North City Limit and South City Limit, Highland Springs Avenue carries approximately 53,904 vehicles per day. The speed survey was conducted on April 25, 2017. The 85th-percentile speed between North City Limit and Oak Valley Parkway was measured at 44 mph. The 85th-percentile speed between Oak Valley Parkway and Wilson Street was measured at 43 mph. The 85th-percentile speed between Wilson Street and Sun Lakes Boulevard was measured at 30 mph. The 85th-percentile speed between Sun Lakes Boulevard and South City Limit was measured at 38 mph.

▪ **Comments**

The 85th-percentile speed of 44 mph indicates a speed limit of 45 mph between North City Limit and Oak Valley Parkway, 43 mph indicates a speed limit of 45 mph between Oak Valley Parkway and Wilson Street, 30 mph indicates a speed limit of 30 mph between Wilson Street and Sun Lakes Boulevard and 38 mph indicates a speed limit of 40 mph between Sun Lakes Boulevard and South City Limit. There was no unsafe speed-related collision during the past two years.

▪ **Recommendations**

The results of the speed survey indicate a speed limit of 45 mph between North City Limit and Wilson Street. Based on the observed conditions, it is recommended that the posted speed limit on Highland Springs Avenue between North City Limit and Wilson Street be 45 mph.

The results of the speed survey indicate a speed limit of 30 mph between Wilson Street and Sun Lakes Boulevard. Based on the observed conditions, it is recommended that the posted speed limit on Highland Springs Avenue between Wilson Street and Sun Lakes Boulevard be 30 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 40 mph between Sun Lakes Boulevard and South City Limit. There are four intersections that are two-way stop controlled with a small length of bike lane on the west side of the road segment. Between Sun Lakes Boulevard and Potrero Blvd, there is a medical plaza with two driveways. Between Breckenridge Avenue and Crooked Creek, the southbound lanes merge from two lanes into one lane. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Hathaway Street between Sun Lakes Boulevard and South City Limit be 35 mph.

■ San Gorgonio Avenue

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
San Gorgonio Avenue	Lombardy Lane	Wilson Street	30	35	28	21	24-33	57%	1.11	30	85th percentile speed reduced per CVC 21400(b)
San Gorgonio Avenue	Wilson Street	Ramsey Street	30	26	21	18	18-27	82%	0.00	25	Business District, on-street parking and nearby school

■ Conditions

For the purpose of this study, San Gorgonio Avenue is separated into two segments:

- Lombardy Lane to Wilson Street
- Wilson Street to Ramsey Street

San Gorgonio Avenue is a north-south two lane undivided secondary highway with centerline striping. The studied segment is approximately 6,525 feet long. On-street parking is allowed on both sides of the street. There are many residential driveways fronting the segment with few commercial, community center, church and school. There are no bike lanes. Sidewalks exist on most of the segment with gaps at unimproved areas. There are 30 mph speed limit signs at each end of the roadway segment.

Between Lombardy Lane and Wilson Street, there are eight one-three way stop controlled "T" intersections within the roadway segment at Lombardy Lane, Santa Rita Place, Lancaster Road, Ensign Street, Pendleton Road, Theodore Street, Roosevelt Road and Gilman Street. The intersections of San Gorgonio Avenue and Repplier Road, Indian School Lane, Hoffer Street and Wilson Street are two-four way stop controlled. San Gorgonio Avenue carries approximately 1,664 vehicles per day. The speed survey was conducted on April 27, 2017. The 85th-percentile speed was measured at 35 mph.

Between Wilson Street and Ramsey Street, San Gorgonio Avenue has two-four way stop intersections at George Street, Nicolet Street, Williams Street and Hays Street and a signalized intersection at Ramsey Street. There are approximately 3,551 vehicles per day within this road segment. The speed survey was conducted on April 27, 2017. The 85th-percentile speed was measured at 35 mph.

■ Comments

The 85th-percentile speed of 35 mph indicates a speed limit of 35 mph between Lombardy Lane and Wilson Street. There was one unsafe speed-related collision during the past two years resulting in an accident per million vehicle miles rate of 1.11 which is close to the state average.

The 85th-percentile speed of 26 mph indicates a speed limit of 25 mph between Wilson Street and Ramsey Street. There was no unsafe speed-related collision during the past two years.

▪ Recommendations

The 85th-percentile speed of 35 mph indicates a speed limit of 35 mph between Lombardy Lane and Wilson Street. However, there are 12 intersecting streets, numerous residential and commercial driveways, and no pedestrian or bicycle facilities on the segment. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on San Geronio Avenue between Lombardy Lane and Wilson Street to remain 30 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 25 mph between Wilson Street and Ramsey Street. This road segment consists of business district, on-street parking and nearby school. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on San Geronio Avenue between Wilson Street and Ramsey Street be 25 mph.

■ Sunset Avenue

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Sunset Avenue	Wilson Street	Ramsey Street	NP	42	38	32	35-44	67%	0.00	40	85th percentile speed
Sunset Avenue	Ramsey Street	Westward Avenue	35	40	33	26	30-39	57%	0.00	35	85th percentile speed reduced per CVC 21400(b)

■ Conditions

For the purpose of this study, Sunset Avenue is separated into two segments:

- Wilson Street to Ramsey Street
- Ramsey Street to Westward Avenue

Between Wilson Street and Ramsey Street, Sunset Avenue is a north-south undivided major street with three to four lanes and a two-way left-turn lane. The studied segment is approximately 2,473 feet long. The intersections at George Street, Jacinto View Road and Williams Street are one-way stop controlled "T" intersections while the intersection at Nicolet Street is a two-way stop controlled intersection and a signalized intersection at Ramsey Street. On-street parking is allowed on both sides of the street with no bike lanes. There are 5 business driveways, 2 church driveways and 24 residential driveways fronting the segment. The surrounding land uses are mostly residential and commercial with some vacant lots. Sidewalks exist on both sides of the street. There is no speed limit sign posted on this segment. Sunset Avenue carries approximately 6,575 vehicles per day. The speed survey was conducted on April 27, 2017. The 85th-percentile speed was measured at 42 mph.

Between Ramsey Street and Westward Avenue, Sunset Avenue is a north-south undivided and divided major street with two to four lanes, median and centerline striping. The studied segment is approximately 2,825 feet long. There are two signalized intersections at the two on/off Interstate 10 ramps and three one/three-way stop controlled "T" intersections at Lincoln Street, Jefferson Street and Westward Avenue. On-street parking is not allowed on both sides of the street and no bike lanes. There are 2 business driveways and 1 community residential driveway fronting the segment. The surrounding land uses are mostly residential and commercial with some vacant lots. Sidewalks exist on most of the segment with gaps at unimproved areas. There are 35 mph speed limit signs between the Interstate 10 freeway and Westward Avenue. Sunset Avenue carries approximately 3,944 vehicles per day. The speed survey was conducted on April 27, 2017. The 85th-percentile speed was measured at 40 mph.

■ Comments

The 85th-percentile speed of 42 mph indicates a speed limit of 40 mph between Wilson Street and Ramsey Street. There were no unsafe speed-related collisions during the past two years.

The 85th-percentile speed of 40 mph indicates a speed limit of 40 mph between Ramsey Street and Westward Avenue. There was no unsafe speed-related collision during the past two years.

▪ **Recommendations**

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 40 mph in this segment. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Sunset Avenue between Wilson Street and Ramsey Street be 40 mph.

The 85th-percentile speed of 40 mph indicates a speed limit of 40 mph between Ramsey Street and Westward Avenue. However, there is no sidewalk between Lincoln Street and Westward Avenue on the west side of Sunset Avenue and no bicycle facilities on Sunset Avenue between Ramsey Street and Westward Avenue either side of the street. Southbound Sunset Avenue merges from two lanes into one lane between Interstate 10 freeway and Lincoln Street. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Sunset Avenue between Ramsey Street and Westward Avenue to remain 35 mph.

■ Hargrave Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Hargrave Street	Wilson Street	Ramsey Street	30	23	20	18	17-26	95%	0.00	25	85th percentile speed
Hargrave Street	Ramsey Street	Wesley Street	35	31	27	21	23-32	73%	0.00	30	85th percentile speed

■ Conditions

For the purpose of this study, Hargrave Street is separated into two segments:

- Wilson Street to Ramsey Street
- Ramsey Street to Wesley Street

Between Wilson Street and Ramsey Street, Hargrave Street is a north-south undivided major street with two lanes and centerline striping. The studied segment is approximately 2,616 feet long. The intersections at Wilson Street, Christie Street, George Street, Nicolet Street and Williams Street are two/four-way stop controlled intersections while the intersection of Hargrave Street and Ramsey Street is a signalized intersection. On-street parking is allowed on both sides of the street with no bike lanes. There are 4 business driveways, and 24 residential driveways fronting the segment. The surrounding land uses are mostly residential and commercial with some vacant lots. Sidewalks exist on both sides of the street. There are 30 mph speed limit signs at each end of the roadway segment. Hargrave Avenue carries approximately 6,590 vehicles per day. The speed survey was conducted on May 2, 2017. The 85th-percentile speed was measured at 23 mph.

Between Ramsey Street and Wesley Street, Hargrave Street is a north-south undivided major street with two lanes and centerline striping. The studied segment is approximately 4,649 feet long. The intersections at Plaza Street, Westward Avenue and Victory Avenue are one-way stop controlled "T" intersections while the intersections at John Street, Lincoln Street, Barbour Street, Charles Street and Wesley Street are two/four-way stop controlled intersections and a signalized intersection at Ramsey Street and two on/off Interstate 10 ramps. On-street parking is allowed on both sides of the street with no bike lanes. There are 6 business driveways, 1 church driveway and 24 residential driveways fronting the segment. The surrounding land uses are mostly residential and commercial with many vacant lots. Sidewalks exist on some areas of the segment with gaps at industrial sites and unimproved areas. There are 35 mph speed limit signs at each end of the roadway segment. Hargrave Avenue carries approximately 6,094 vehicles per day. The speed survey was conducted on May 2, 2017. The 85th-percentile speed was measured at 31 mph.

▪ **Comments**

The 85th-percentile speed of 23 mph indicates a speed limit of 25 mph between Wilson Street and Ramsey Street. There was no unsafe speed-related collision during the past two years. The 85th-percentile speed of 31 mph indicates a speed limit of 30 mph between Ramsey Street and Wesley Street. There was no unsafe speed-related collision during the past two years.

▪ **Recommendations**

The results of the speed survey indicate a speed limit of 25 mph in this segment. The roadway is a residential local street adjacent and leading directly into residential areas. There is on-street parking on both sides of the street with no bike facility. This segment qualifies as a residence district as there are 13 or more homes within a distance of a quarter mile fronting the street. Based on the observed conditions, it is recommended that the posted speed limit on Hargrave Street between Wilson Street and Ramsey Street be 25 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 30 mph in this segment. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Hargrave Street between Ramsey Street and Wesley Street be 30 mph.

■ Omar Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Omar Street	Ramsey Street	Wilson Street	NP	37	32	24	29-38	59%	0.00	35	85th percentile speed

■ Conditions

Omar Street is a north-south two lane undivided local street. The studied segment is approximately 2,054 feet long. On-street parking is allowed on both sides of the street between Copperleaf Lane and Wilson Street. There are 14 residential driveways fronting the segment. The surrounding land uses are residential with four vacant lots. The intersections at Wilson Street and Western Sunset Road are two-way stop controlled while the intersections at Autumn Gold, Copperleaf Lane, Jacinto View Road and Ramsey Street are one-way stop controlled "T" intersections. There are no bike lanes. Sidewalks exist on most areas of the segment with gaps at unimproved areas. There is no speed limit sign at each end of the roadway segment.

Between Ramsey Street and Wilson Street, Omar Street carries approximately 827 vehicles per day. The speed survey was conducted on May 4, 2017. The 85th-percentile speed was measured at 37 mph.

■ Comments

The 85th-percentile speed of 37 mph indicates a speed limit of 35 mph between Ramsey Street and Wilson Street. There was no unsafe speed-related collision during the past two years.

■ Recommendations

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 35 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Omar Street between Ramsey Street and Wilson Street be 35 mph.

■ Alessandro Road

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Alessandro Road	Repplier Street	Wilson Street	30	39	34	27	32-41	59%	0.00	35	85th percentile speed rounded down per CVC 21400(b)
Alessandro Road	Ramsey Street	Wilson Street	30	36	30	23	26-35	63%	0.00	35	85th percentile speed

■ Conditions

For the purpose of this study, Alessandro Road is separated into two segments:

- Repplier Street to Wilson Street
- Ramsey Street to Wilson Street

Between Repplier Street and Wilson Street, Alessandro Road is a north-south undivided local street with two lanes. The studied segment is approximately 3,299 feet long. The intersections at Ensign Street, All View Drive and Gilman Street are one-way stop controlled "T" intersections while the intersections at Repplier Street, Indian School Lane, Theodore Street, Hoffer Street and Wilson Street are two to four-way stop controlled intersections. On-street parking is allowed on both sides of the street with no bike lanes. There are many residential properties fronting the road segment with some vacant lots. The surrounding land uses are mostly residential and some vacant lots. Sidewalks exist only on the improved areas. There are 30 mph speed limit signs at each end of the roadway segment. Alessandro Road carries approximately 1,883 vehicles per day. The speed survey was conducted on May 3, 2017. The 85th-percentile speed was measured at 39 mph.

Between Ramsey Street and Wilson Street, Alessandro Road is a north-south undivided minor street with two lanes and centerline striping. The studied segment is approximately 2,604 feet long. There are three two/four-way stop controlled "T" intersections at George Street, Nicolet Street and Williams Street and one way stop "T" intersection at Ramsey Street. On-street parking is allowed on both sides of the street with no bike lanes. There are 8 business driveways, 3 school driveways and 15 residential driveways fronting the segment. The surrounding land uses are mostly residential, commercial and one school with some vacant lots. Sidewalks exist on both sides of the street. There are 30 mph speed limit signs at each end of the roadway segment. Alessandro Road carries approximately 2,221 vehicles per day. The speed survey was conducted on May 3, 2017. The 85th-percentile speed was measured at 36 mph.

■ Comments

The 85th-percentile speed of 39 mph indicates a speed limit of 40 mph between Repplier Street and Wilson Street. There was no unsafe speed-related collision during the past two years.

The 85th-percentile speed of 36 mph indicates a speed limit of 35 mph between Ramsey Street and Wilson Street. There were no unsafe speed-related collisions during the past two years.

- **Recommendations**

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 40 mph in this segment. However, the road segment consists of many stop controlled intersections with no bike lane. There are many residential properties fronting the road segment with some vacant lots. Sidewalks exist only on the improved areas. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Alessandro Road between Repplier Street and Wilson Street be 35 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 35 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Alessandro Road between Ramsey Street and Wilson Street be 35 mph.

■ Lincoln Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Lincoln Street	22nd Street	8th Street	40	47	40	33	38-47	54%	0.00	45	85th percentile speed
Lincoln Street	8th Street	San Gorgonio Avenue	40	47	40	34	36-45	56%	0.00	45	85th percentile speed
Lincoln Street	San Gorgonio Avenue	Hathaway Street	40	43	36	29	34-43	59%	0.00	45	85th percentile speed

■ Conditions

For the purpose of this study, Lincoln Street is separated into three segments:

- 22nd Street to 8th Street
- 8th Street to San Gorgonio Avenue
- San Gorgonio Avenue to Hathaway Street

Between 22nd Street and 8th Street, Lincoln Street is an east-west two lane undivided collector street with centerline striping. The studied segment is approximately 4,686 feet long. On-street parking is allowed on both sides of the street around improved areas with wider street lanes. There are 29 residential driveways, 7 industrial driveways and many vacant lots fronting the road segment. The road segment consists of inconsistent roadway widths starting with 40 feet between 22nd Street and Adams Street, 50 feet on west of 16th Street, 30 feet on east of 16th Street, 60 feet near the industrial buildings west of 8th Street and 30 feet between the industrial buildings and 8th Street with no bike lane and sidewalk. There are three one-way stop controlled "T" intersections at Adams Street, 16th Street and 12th Street. There are 40 mph speed limit signs at each end of the roadway segment. Lincoln Street carries approximately 1,640 vehicles per day. The speed surveys were conducted on April 26, 2017. The 85th-percentile speed was measured at 47 mph.

Between 8th Street and San Gorgonio Avenue, Lincoln Street is an east-west two lane undivided local street with centerline striping. The studied segment is approximately 2,649 feet long. On-street parking is not allowed on both sides of the street. There are 6 industrial driveways with many vacant lots fronting the road segment. The road segment consists of inconsistent roadway widths starting with 30 feet between 8th Street and 4th Street, 44 feet between 4th Street and 650' east of 4th Street and 65 feet between San Gorgonio Avenue and 750 feet west of San Gorgonio Avenue with no bike lane. Sidewalks exist only on the improved areas. There is a one way stop controlled "T" intersection at 4th Street. There are 40 mph speed limit signs at each end of the roadway segment. Lincoln Street carries approximately 6,087 vehicles per day. The speed surveys were conducted on April 26, 2017. The 85th-percentile speed was measured at 47 mph.

Between San Gorgonio Avenue and Hathaway Street, Lincoln Street is an east-west two lane undivided local street with centerline striping. The studied segment is approximately 5,244 feet long. On-street parking is allowed on both sides of the street. There are 25 industrial driveways and 10 residential driveways with many vacant lots fronting the road segment. There is one

curve 500 feet west of Hathaway Street. The road segment has no bike lane. Sidewalks exist on some areas of the segment with gaps at industrial sites and unimproved areas. Intersections at Galleher Way, Hermosa Avenue and Juarez Street are one-way stop controlled "T" intersections while the intersections at Florida Street and Hargrave Street are two/four-way intersections. There are 40 mph speed limit signs at each end of the roadway segment. Lincoln Street carries approximately 2,807 vehicles per day. The speed surveys were conducted on April 26, 2017. The 85th-percentile speed was measured at 43 mph.

▪ **Comments**

The 85th-percentile speed of 47 mph indicates a speed limit of 45 mph between 22nd Street and 8th Street. The 85th-percentile speed of 47 mph indicates a speed limit of 45 mph between 8th Street and San Gorgonio Avenue. The 85th-percentile speed of 43 mph indicates a speed limit of 45 mph between San Gorgonio Avenue and Hathaway Street. There was no unsafe speed-related collision during the past two years.

▪ **Recommendations**

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 45 mph in this segment. Based on the observed conditions it is recommended that the posted speed limit on Lincoln Street between 22nd Street and 8th Street be 45 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 45 mph in this segment. Based on the observed conditions it is recommended that the posted speed limit on Lincoln Street between 8th Street and San Gorgonio Avenue be 45 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 45 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Lincoln Street between San Gorgonio Avenue and Hathaway Street be 45 mph.

■ Ramsey Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Recom Speed Limit	Justification
Ramsey Street	Highland Springs Avenue	Highland Home Road	50	53	50	85th percentile speed rounded down per CVC 21400(b)
Ramsey Street	Highland Home Road	Sunset Avenue	50	48	45	85th percentile speed rounded down per CVC 21400(b)
Ramsey Street	22nd Street	8th Street	35	39	40	85th percentile speed
Ramsey Street	8th Street	Hargrave Street	25	40	25	Business District and on-street parking
Ramsey Street	Hargrave Street	Interstate 10	35	40	40	85th percentile speed

■ Conditions

For the purpose of this study, Ramsey Street is separated into four segments:

- Highland Springs Avenue to Highland Home Road
- Highland Home Road to Sunset Avenue
- 22nd Street to 8th Street
- 8th Street to Hargrave Street
- Hargrave Street to Interstate 10

Between Highland Springs Avenue and Highland Home Road, Ramsey Street is an east-west divided curvilinear major street with four lanes and medians. The studied segment is approximately 5,136 feet long. The intersection at Highland Home Road is a one-way stop controlled "T" intersection while the intersections at Apex Street and Grandview Avenue/Lori Way are two-way stop controlled intersections. On-street parking is not allowed on both sides of the street with no bike lanes. There are 11 residential driveways and 19 commercial driveways fronting the road segment with many vacant lots. The surrounding land uses are mostly residential, commercial and vacant lots. Sidewalks exist on some areas of the segment with gaps at industrial sites and unimproved areas. There are 50 mph speed limit signs at each end of the roadway segment. Ramsey Street carries approximately 11,346 vehicles per day. The speed survey was conducted on April 27, 2017. The 85th-percentile speed was measured at 53 mph.

Between Highland Home Road and Sunset Avenue, Ramsey Street is an east-west divided major street with four lanes and medians. The studied segment is approximately 5,645 feet long. There is one "T" intersection at Omar Street and one signalized intersection at Sunset Avenue. On-street parking is allowed on both sides of the street with no bike lanes. There are 41 business driveways and 4 residential driveways fronting the segment. The surrounding land

uses are mostly business, residential and some vacant lots. Sidewalks exist on some areas of the segment with gaps at industrial sites and unimproved areas. There are 50 mph speed limit signs at each end of the roadway segment. Ramsey Street carries approximately 10,701 vehicles per day. The speed survey was conducted on April 27, 2017. The 85th-percentile speed was measured at 48 mph.

Between 22nd Street and 8th Street, Ramsey Street is an east-west four lanes divided major street with medians and centerline striping. The studied segment is approximately 4,685 feet long. No on-street parking is allowed and no bike lane. There are 76 business driveways and 2 home trailer community driveways. The surrounding land uses are mostly industrial, commercial and some vacant lots. The intersections at 22nd Street and 8th Street are signalized while the intersections at 12th Street, 16th Street and Roberge Avenue are one-way stop controlled "T" intersection. The medians are heavily landscaped with trees and shrubbery. Sidewalks exist on both sides of the street. There are 35 mph speed limit signs at each end of the roadway segment. Ramsey Street carries approximately 13,389 vehicles per day. The speed survey was conducted on April 27, 2017. The 85th-percentile speed was measured at 39 mph.

Between 8th Street and Hargrave Street, Ramsey Street is an east-west four lanes divided major street and centerline striping. The studied segment is approximately 5,310 feet long. On-street parking is allowed with no bike lane. There are many business and industrial driveways. The surrounding land uses are mostly commercial, industrial and some vacant lots. The intersections at 8th Street, San Gorgonio Avenue and Hargrave Street are signalized; the intersections at 6th Street, Alessandro Street, Alola Street and Livingston Street are one-way stop controlled "T" intersections; and the intersections at 4th Street, 3rd Street, 2nd Street, 1st Street and Martin Street are two-way stop controlled. Sidewalks exist on some areas of the segment with gaps at industrial sites and unimproved areas. There are 25 mph speed limit signs at each end of the roadway segment. Ramsey Street carries approximately 9,408 vehicles per day. The speed survey was conducted on July 18, 2017. The 85th-percentile speed was measured at 40 mph.

Between Hargrave Street and Interstate 10, Ramsey Street is an east-west two lanes undivided major street with centerline striping. The studied segment is approximately 3,397 feet long. On-street parking is allowed with no bike lane. There are 39 business and industrial driveways. The surrounding land uses are mostly commercial, industrial and some vacant lots. The intersection of Hargrave Street and Ramsey Street is signalized while the intersections at Phillips Street, Van Monte Street and Hathaway Street are one-way stop controlled "T" intersections. Sidewalks exist on both sides of the street except east of Hathaway Street. There are 35 mph speed limit signs at each end of the roadway segment. Ramsey Street carries approximately 4,170 vehicles per day. The speed survey was conducted on April 27, 2017. The 85th-percentile speed was measured at 40 mph.

■ Comments

The 85th-percentile speed of 53 mph indicates a speed limit of 55 mph between Highland Springs Avenue and Highland Home Road. There was no unsafe speed-related collision during the past two years.

The 85th-percentile speed of 48 mph indicates a speed limit of 50 mph between Highland Home Road and Sunset Avenue. There was one unsafe speed-related collision during the past

two years resulting in an accident per million vehicle miles rate of 0.12 which is lower than the state average.

The 85th-percentile speed of 39 mph indicates a speed limit of 40 mph between 22nd Street and 8th Street. There was no unsafe speed-related collision during the past two years.

The 85th-percentile speed of 40 mph indicates a speed limit of 40 mph between 8th Street and Hargrave Street. There was no unsafe speed-related collision during the past two years.

The 85th-percentile speed of 40 mph indicates a speed limit of 40 mph between Hargrave Street and Interstate 10. There was no unsafe speed-related collision during the past two years.

▪ **Recommendations**

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 55 mph in this segment. However, there are 11 residential driveways and 19 commercial driveways fronting the road segment with many vacant lots and no bike lane. Sidewalks exist on some areas of the segment with gaps at industrial sites and unimproved areas. The 10 mph pace range is less than the 85th-percentile speed. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Ramsey Street between Highland Springs Avenue and Highland Home Road be 50 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 50 mph in this segment. There are many business driveways on this road segment with no bike facility. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Ramsey Street between Highland Home Road and Sunset Avenue be 45 mph.

The results of the speed survey indicate a speed limit of 40 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Ramsey Street between 22nd Street and 8th Street be 40 mph.

The results of the speed survey indicate a speed limit of 40 mph in this segment. However, there are several business driveways fronting the roadway. It qualifies to be a business district as for as distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business. Based on the observed conditions, it is recommended that the posted speed limit on Ramsey Street between 8th and Hargrave Street be 25 mph.

The results of the speed survey indicate a speed limit of 40 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Ramsey Street between Hargrave Street and Interstate 10 be 40 mph.

■ Nicolet Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Nicolet Street	Sunset Avenue	22nd Street	35	40	34	28	32-41	63%	0.00	40	85th percentile speed
Nicolet Street	4th Street	Hargrave Street	25	31	26	27	21-30	70%	0.00	30	85th percentile speed
Nicolet Street	Hargrave Street	Hathaway Street	25	38	31	23	26-35	59%	0.00	35	85th percentile speed rounded down per CVC 21400(b)

■ Conditions

For the purpose of this study, Nicolet Street is separated into three segments:

- Sunset Avenue to 22nd Street
- 4th Street to Hargrave Street
- Hargrave Street to Hathaway Street

Between Sunset Avenue and 22nd Street, Nicolet Street is an east-west undivided local street with two lanes. The studied segment is approximately 2,630 feet long. The intersections at Sylvan Avenue, Park Avenue and Grove Avenue are one-way stop controlled "T" intersections while the intersections at Morongo Avenue, Woodland Avenue and Sunrise Avenue are two/ four-way stop controlled intersections. On-street parking is allowed on both sides of the street with no bike lanes. There are 33 residential driveways, 3 driveways for 2 churches and 1 driveway for a park fronting the road segment. The surrounding land uses are mostly residential. Sidewalks exist mostly on the north side of the street. There are 35 mph speed limit signs at each end of the roadway segment. Nicolet Street carries approximately 1,510 vehicles per day. The speed survey was conducted on May 2, 2017. The 85th-percentile speed was measured at 40 mph.

Between 4th Street and Hargrave Street, Nicolet Street is an east-west undivided minor street with two lanes. The studied segment is approximately 4,000 feet long. The intersections at Murray Street, Fay Street, Martin Street and Drury Lane are one-way stop controlled "T" intersections while the intersections at 4th Street, 3rd Street, 2nd Street, San Gorgonio Avenue, Alessandro Street and Hargrave Street are two/ four-way stop controlled intersections. On-street parking is allowed on both sides of the street with no bike lanes. There are several business, residential and school driveways fronting the road segment. The surrounding land uses are mostly residential and business. Sidewalks exist on some areas of the segment with gaps at unimproved areas. There are 25 mph speed limit signs at each end of the roadway segment. Nicolet Street carries approximately 1,436 vehicles per day. The speed survey was conducted on May 2, 2017. The 85th-percentile speed was measured at 31 mph.

Between Hargrave Street and Hathaway Street, Nicolet Street is an east-west undivided minor street with two lanes. The studied segment is approximately 2,646 feet long. The intersections at Almond Way, Phillips Street and Hathaway Street are one-way stop controlled "T"

intersections while the intersections at Cherry Street, Allen Street and Evans Street are two/four-way stop controlled intersections. On-street parking is allowed on both sides of the street with no bike lanes. There are several business and residential driveways fronting the road segment. The surrounding land uses are mostly residential and business. Sidewalks exist on some areas of the segment with gaps at unimproved areas. There are 25 mph speed limit signs at each end of the roadway segment. Nicolet Street carries approximately 1,005 vehicles per day. The speed survey was conducted on May 3, 2017. The 85th-percentile speed was measured at 38 mph.

▪ **Comments**

The 85th-percentile speed of 40 mph indicates a speed limit of 40 mph between Sunset Avenue and 22nd Street. There was no unsafe speed-related collision during the past two years.

The 85th-percentile speed of 31 mph indicates a speed limit of 30 mph between 4th Street and Hargrave Street. There was no unsafe speed-related collision during the past two years.

The 85th-percentile speed of 38 mph indicates a speed limit of 40 mph between Hargrave Street and Hathaway Street. There was no unsafe speed-related collision during the past two years.

▪ **Recommendations**

The results of the speed survey indicate a speed limit of 40 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Nicolet Street between Sunset Avenue and 22nd Street be 40 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 30 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Nicolet Street between 4th Street and Hargrave Street be 30 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 40 mph in this segment. However, there are several business and residential driveways fronting the road segment. Vehicles are allowed to park on both sides of the street with no bike lanes. Sidewalks exist on some areas of the segment with gaps at unimproved areas. The 10 mph pace range is lower than the 85th-percentile speed which means that traffic is travelling less than 40 mph. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on Nicolet Street between Hargrave Street and Hathaway Street be 35 mph.

■ Wilson Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Wilson Street	Highland Springs Avenue	Highland Home Road	45	49	44	40	41-50	71%	0.25	50	85th percentile speed
Wilson Street	Sunset Avenue	16th Street	45	49	43	36	42-51	61%	0.21	50	85th percentile speed
Wilson Street	16th Street	San Geronio Avenue	35	38	33	27	30-39	70%	0.27	40	85th percentile speed

■ Conditions

For the purpose of this study, Wilson Street is separated into three segments:

- Highland Springs Avenue to Highland Home Road
- Sunset Avenue to 16th Street
- 16th Street to San Geronio Avenue

Between Highland Springs Avenue to Highland Home Road, Wilson Street is an east-west undivided major street with two to four lanes and a two-way left turn lane. The studied segment is approximately 5,292 feet long. The intersections at Apex Street and Marian Way are one-way stop controlled "T" intersections while the intersections at Kingswell Avenue and Highland Home Road are two/ four-way stop controlled intersections. On-street parking is allowed on the north side of the street between 700 feet west of Kingswell Avenue and 545 feet east of Kingswell Avenue. There is no bike lane. There are 9 business driveways, 4 driveways for 2 churches and 2 driveways for health care and 2 driveways for community fronting the road segment. The surrounding land uses are mostly residential and businesses. Sidewalks exist on some areas of the segment with gaps at unimproved areas. There are 45 mph speed limit signs at each end of the roadway segment. Wilson Street carries approximately 10,754 vehicles per day. The speed survey was conducted on April 25, 2017. The 85th-percentile speed was measured at 49 mph.

Between Sunset Avenue and 16th Street, Wilson Street is an east-west undivided minor street with two to four lanes, centerline striping and a two-way left turn lane. The studied segment is approximately 5,287 feet long. The intersections at Morongo Avenue and Park Avenue are one-way stop controlled "T" intersections while the intersections at Sunset Avenue, Sunrise Avenue, Sunshine Drive, 20th Street, 19th Street, 18th Street, 17th Street and 16th Street are two/ four-way stop controlled intersections. No on-street parking is allowed and no bike lane exists. There are 2 driveways for 2 churches and 17 residential driveways fronting the road segment. The surrounding land uses are mostly residential. Sidewalks exist on some areas of the segment with gaps at unimproved areas. There are 45 mph speed limit signs at each end of the roadway segment. Wilson Street carries approximately 6,529 vehicles per day. The speed survey was conducted on April 25, 2017. The 85th-percentile speed was measured at 49 mph.

Between 16th Street and San Gorgonio Avenue, Wilson Street is an east-west undivided minor street with two to four lanes, centerline striping and a two-way left turn lane. The studied segment is approximately 5,352 feet long. The intersections at Paseo Del Sol, Via Panorama, 12th Street, 10th Street, 7th Street, 6th Street, Linda Vista Street and 1st Street are one-way stop controlled "T" intersections while the intersections at 8th Street, 4th Street and San Gorgonio Avenue are two/ four-way stop controlled intersections. On-street parking is allowed on both sides of the street with no bike lane. The surrounding land uses are mostly residential and one school. Sidewalks exist on both sides of the street. There are 35 mph speed limit signs at each end of the roadway segment. Wilson Street carries approximately 5,025 vehicles per day. The speed survey was conducted on April 26, 2017. The 85th-percentile speed was measured at 38 mph.

▪ **Comments**

The 85th-percentile speed of 49 mph indicates a speed limit of 50 mph between Highland Springs Avenue to Highland Home Road. There were two unsafe speed-related collision during the past two years resulting in an accident per million vehicle miles rate of 0.25 which is lower than the state average.

The 85th-percentile speed of 49 mph indicates a speed limit of 50 mph between Sunset Avenue and 16th Street. There was one unsafe speed-related collision during the past two years resulting in an accident per million vehicle miles rate of 0.21 which is lower than the state average.

The 85th-percentile speed of 38 mph indicates a speed limit of 40 mph between 16th Street and San Gorgonio Avenue. There was one unsafe speed-related collision during the past two years resulting in an accident per million vehicle miles rate of 0.27 which is lower than the state average.

▪ **Recommendations**

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 50 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Wilson Street between Highland Springs Avenue to Highland Home Road be 50 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 50 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Wilson Street between Sunset Avenue and 16th Street be 50 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 40 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Wilson Street between 16th Street and San Gorgonio Avenue be 40 mph.

■ Westward Avenue

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Westward Avenue	Sunset Avenue	San Gorgonio Avenue	35	45	38	32	37-46	59%	0.00	45	85th percentile speed

■ Conditions

Westward Avenue is an east-west two lane undivided local street. The studied segment is approximately 10,602 feet long. On-street parking is allowed on the north side of the street. Several homes, one school and many vacant lots front the street. The surrounding land uses are mostly residential with on school and many vacant lots. The intersections of Westward Avenue and Sunset Avenue, Woodland Avenue, Lovell Street, April Lane, 8th Street, Valet Street, Jaccard Circle, Preferred Lane, 4th Street, and San Gorgonio Avenue are one- way stop controlled while the intersections of Westward Avenue and 22nd Avenue, and 12th Street are four-way stop controlled. There is no bike lane along the street. Sidewalks exist on some areas of the segment with gaps at unimproved areas. There are 35 mph speed limit signs at each end of the roadway segment.

Between Sunset Avenue and San Gorgonio Avenue, Westward Avenue carries approximately 978 vehicles per day. The speed survey was conducted on May 3, 2017. The 85th-percentile speed was measured at 45 mph.

■ Comments

The 85th-percentile speed of 45 mph indicates a speed limit of 45 mph between Sunset Avenue and San Gorgonio Avenue. There was no unsafe speed-related collision during the past two years.

■ Recommendations

The results of the speed survey indicate a speed limit of 45 mph in this segment. Based on the observed conditions, it is recommended that the posted speed limit on Westward Avenue between Sunset Avenue and San Gorgonio Avenue be 45 mph.

■ Williams Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% in Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
Williams Street	Sunset Avenue	Hathaway Street	25	35	29	22	25-34	63%	0.00	25	Residential district and on-street parking

■ Conditions

Williams Street is an east-west two lane undivided local street. The studied segment is approximately 15,952 feet long. On-street parking is allowed on both sides of the street. There are several residential properties fronting the segment. The surrounding land uses are mostly residential and some vacant lots. The intersection of Williams Street and Sunset Avenue is a one-way stop controlled "T" Intersection. The intersection of Williams Street and Hathaway Street is also a one-way stop controlled "T" Intersection. There are several residential streets that intersect Williams Street along the segment. There are no bike lanes and dirt shoulders existing in only a few areas. Sidewalks exist on some areas of the segment with gaps at unimproved areas. There are 25 mph speed limit signs at each end of the roadway segment.

Between Sunset Avenue and Hathaway Street, Williams Street carries approximately 1,423 vehicles per day. The speed survey was conducted on May 3, 2017. The 85th-percentile speed was measured at 35 mph.

■ Comments

The 85th-percentile speed of 35 mph indicates a speed limit of 35 mph between Sunset Avenue and Hathaway Street. There were no unsafe speed-related collisions during the past two years.

■ Recommendations

The results of the speed survey indicate a speed limit of 35 mph in this segment. However, the roadway is a residential local street adjacent and leading directly into residential areas. There is on-street parking on both sides of the street with no bike facility. This segment qualifies as a residence district as there are 13 or more homes within a distance of a quarter of mile fronting the street. Based on the observed conditions, it is recommended that the posted speed limit on Williams Street between Sunset Avenue and Hathaway Street remain 25 mph.

■ George Street

Speed Survey Summary of Findings

Street	From	To	Existing Speed Limit	85th %ile Speed	Median Speed	15th %ile Speed	10mph Pace Range	% In Pace Range	Accidents per Million Vehicle Miles	Recom Speed Limit	Justification
George Street	Sunset Avenue	Woodland Avenue	25	33	26	22	24-33	62%	0.00	25	Residential district and on-street parking
George Street	20th Street	8th Street	35	38	31	25	27-36	58%	0.00	35	85th percentile speed rounded down per CVC 21400(b)
George Street	8th Street	San Gorgonio Avenue	25	35	29	20	27-36	54%	0.00	25	Residential district and on-street parking

■ Conditions

For the purpose of this study, George Street is separated into three segments:

- Sunset Avenue to Woodland Avenue
- 20th Street to 8th Street
- 8th Street to San Gorgonio Avenue

Between Sunset Avenue and Woodland Avenue, George Street is an east-west undivided local street with two lanes. The studied segment is approximately 1,993 feet long. The intersections at Sunset Avenue, Sylvan Avenue, Park Avenue and Woodland Avenue are one-way stop controlled "T" intersections while the intersections at Morongo Avenue and Grove Avenue are two-way stop controlled intersections. On-street parking is allowed on both sides of the street with no bike lane. There are 24 residential driveways fronting the road segment. The surrounding land uses are mostly residential and one park. Sidewalks exist on the south side of the street. There are 25 mph speed limit signs at each end of the roadway segment. George Street carries approximately 460 vehicles per day. The speed survey was conducted on May 4, 2017. The 85th-percentile speed was measured at 33 mph.

Between 20th Street and 8th Street, George Street is an east-west undivided local street with two lanes. The studied segment is approximately 4,015 feet long. The intersections at 20th Street, 19th Street, 18th Street, Sims Street, 17th Street, 14th Street, 12th Street and Bennette Place are one-way stop controlled "T" intersections while the intersections at 16th Street, Altura Place, 10th Street and 8th Street are two-way stop controlled intersections. On-street parking is allowed on both sides of the street with no bike lane. There are several residential driveways fronting the road segment. The surrounding land uses are mostly residential. Sidewalks exist mostly on the north side of the street. There are 35 mph speed limit signs at each end of the roadway segment. George Street carries approximately 748 vehicles per day. The speed survey was conducted on May 4, 2017. The 85th-percentile speed was measured at 38 mph.

Between 8th Street and San Gorgonio Avenue, George Street is an east-west undivided local street with two lanes. The studied segment is approximately 2,641 feet long. The intersections at 5th Street, 3rd Street and 2nd Street are one-way stop controlled "T" intersections while the intersections at 6th Street, 4th Street and San Gorgonio Avenue are two-way stop controlled

intersections. On-street parking is allowed on both sides of the street with no bike lane. There are several residential driveways and 2 driveways for a church fronting the road segment. The surrounding land uses are mostly residential and 2 churches. Sidewalks exist on some areas, mostly the north of side of the street. There are 25 speed limit signs at each end of the roadway segment. George Street carries approximately 1,021 vehicles per day. The speed survey was conducted on May 4, 2017. The 85th-percentile speed was measured at 35 mph.

▪ **Comments**

The 85th-percentile speed of 33 mph indicates a speed limit of 35 mph between Sunset Avenue and Woodland Avenue. There was no unsafe speed-related collision during the past two years.

The 85th-percentile speed of 38 mph indicates a speed limit of 40 mph between 20th Street and 8th Street. There was no unsafe speed-related collision during the past two years.

The 85th-percentile speed of 35 mph indicates a speed limit of 35 mph between 8th Street and San Gorgonio Avenue. There was no unsafe speed-related collision during the past two years.

▪ **Recommendations**

The results of the speed survey indicate a speed limit of 35 mph in this segment. However, the roadway is a residential local street adjacent and leading directly into residential areas. There is on-street parking on both sides of the street with no bike facility. This segment qualifies as a residence district as there are 13 or more homes within a distance of a quarter of mile fronting the street. Based on the observed conditions, it is recommended that the posted speed limit on George Street between Sunset Avenue and Woodland Avenue remain 25 mph.

Rounding the 85th-percentile speed to the nearest 5 mph increment indicates a speed limit of 40 mph in this segment. However, there are many residential driveways fronting the roadway and many "T" intersections. On-street parking is allowed and no bike lane exists. Sidewalks are only available mostly on the north side of the street. The 10 mph pace range is lower than the 85th-percentile speed. Traffic is travelling lower than 40 mph. Based on the observed conditions and per CVC Section 21400(b), it is recommended that the posted speed limit on George Street between 20th Street and 8th Street be 35 mph.

The results of the speed survey indicate a speed limit of 35 mph in this segment. However, the roadway is a residential local street adjacent and leading directly into residential areas. There is on-street parking on both sides of the street with no bike facility. This segment qualifies as a residence district as there are 13 or more homes within a distance of a quarter of mile fronting the street. Based on the observed conditions, it is recommended that the posted speed limit on George Street between 8th Street and San Gorgonio Avenue remain 25 mph.

APPENDIX

VEHICLE SPEED SURVEY SHEETS

City of Banning
Radar Speed Survey

MPH		Vehicles Surveyed		Tot. Veh.
Speed	NB	SB		
65	0	0		0
64	0	0		0
63	0	0		0
62	0	0		0
61	0	0		0
60	0	0		0
59	0	0		0
58	0	0		0
57	0	0		0
56	0	0		0
55	0	0		0
54	0	0		0
53	0	0		0
52	0	0		0
51	0	0		0
50	0	0		0
49	0	0		0
48	0	0		0
47	0	0		0
46	0	0		0
45	0	0		0
44	0	0		0
43	0	0		0
42	0	0		0
41	0	0		0
40	0	0		0
39	1	0		1
38	1	0		1
37	0	0		0
36	1	0		1
35	3	1		4
34	3	2		5
33	6	1		7
32	6	6		12
31	4	3		7
30	3	2		5
29	5	6		11
28	4	5		9
27	1	5		6
26	4	1		5
25	2	4		6
24	0	3		3
23	2	2		4
22	2	4		6
21	0	0		0
20	1	2		3
19	0	1		1
18	1	1		2
17	0	0		0
16	0	0		0
15	0	1		1
Total	50	50	GRAND TOTALS	100

Location:		8th Street
Between:	Gilman Street - Interstate 10 Interchange	
Weather:	Clear	
Date:	5/2/17	
Time From:	9:15	
Time To:	9:50	
Existing Speed Limit:	N/P MPH	

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	8%		6%		7%
% In Pace:	74%		78%		73%
% Under Pace:	18%		16%		20%
Average Speed:	27 MPH		30 MPH		28 MPH
Pace Speed:	23 - 32 MPH		26 - 35 MPH		25 - 34 MPH
15th Percentile / Critical Speed:	24 MPH		21 MPH		22 MPH
50th Percentile / Critical Speed:	30 MPH		27 MPH		28 MPH
85th Percentile / Critical Speed:	33 MPH		31 MPH		32 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92880
T 951-268-6268 F 951-268-6267



City of Banning
Radar Speed Survey

MPH		Vehicles Surveyed		TOT. VEH.
Speed	NB SB	Northbound	Southbound	
65	0 0			0
64	0 0			0
63	0 0			0
62	0 0			0
61	0 0			0
60	0 0			0
59	0 0			0
58	0 0			0
57	0 0			0
56	0 0			0
55	0 0			0
54	0 0			0
53	0 0			0
52	0 0			0
51	0 0			0
50	0 0			0
49	0 0			0
48	0 0			0
47	0 0			0
46	0 0			0
45	0 0			0
44	0 1		X	1
43	0 0			0
42	0 0			0
41	0 0	X		1
40	1 0			1
39	0 1		X	2
38	0 2		X	4
37	1 3		X	4
36	0 3		X	3
35	1 2		X	3
34	1 4		X	5
33	2 6		X	8
32	1 5		X	6
31	4 3		X	7
30	3 5		X	8
29	5 3		X	8
28	2 3		X	5
27	6 1		X	7
26	4 1		X	5
25	3 3		X	6
24	5 1		X	6
23	3 2		X	5
22	4 0		X	4
21	0 1		X	1
20	1 0		X	1
19	0 0			0
18	1 0			1
17	0 0			0
16	2 0			2
15	0 0			0
Total	50 50	GRAND TOTALS		100

Location: 22nd Street	
Between: Ramsey Street - Westward Avenue	
Weather: Clear	
Date: 5/2/17	
Time From: 9:55	
Time To: 10:45	
Existing Speed Limit: 35 MPH	

% Over Pace: 8%	Southbound Statistics 14%	Combined Statistics 20%
% In Pace: 74%	78%	66%
% Under Pace: 18%	8%	14%
Average Speed: 32 MPH	27 MPH	29 MPH
Pace Speed: 28 - 37 MPH	22 - 31 MPH	24 - 33 MPH
15th Percentile / Critical Speed: 21 MPH	25 MPH	23 MPH
50th Percentile / Critical Speed: 26 MPH	31 MPH	28 MPH
85th Percentile / Critical Speed: 30 MPH	35 MPH	34 MPH

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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT.
NB	SB	Northbound	Southbound	VEH.		
65	0			0		0
64	0			0		0
63	0			0		0
62	0			0		0
61	0			0		0
60	0			0		0
59	0			0		0
58	0			0		0
57	0			0		0
56	0			0		0
55	0			0		0
54	0			0		0
53	0			0		0
52	0			0		0
51	0			0		0
50	0			0		0
49	0			0		0
48	0			0		0
47	0			0		0
46	0			0		0
45	0			0		0
44	0			0		0
43	0			0		0
42	0			0		0
41	0			0		0
40	0			0		0
39	0			0		0
38	0			0		0
37	0			0		0
36	0			0		0
35	0			0		0
34	0			0		0
33	0			0		0
32	0			0		0
31	0			0		0
30	0			0		0
29	0			0		0
28	0			0		0
27	0			0		0
26	0			0		0
25	0			0		0
24	0			0		0
23	0			0		0
22	0			0		0
21	0			0		0
20	0			0		0
19	0			0		0
18	0			0		0
17	0			0		0
16	0			0		0
15	0			0		0
Total	50	GRAND TOTALS		100		

Location:		Alessandro Road	
Between:		Repplier Street - Wilson Street	
Weather:		Clear	
Date:		5/3/17	
Time From:		1:20	
Time To:		2:20	
Existing Speed Limit:		30 MPH	

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	12%		10%		11%
% In Pace:	58%		66%		59%
% Under Pace:	30%		24%		30%
Average Speed:	36 MPH		33 MPH		34 MPH
Pace Speed:	33 - 42 MPH		30 - 39 MPH		32 - 41 MPH
15th Percentile / Critical Speed:	25 MPH		28 MPH		27 MPH
50th Percentile / Critical Speed:	33 MPH		35 MPH		34 MPH
85th Percentile / Critical Speed:	38 MPH		41 MPH		39 MPH


 Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.	
NB	SB	Northbound	Southbound	Northbound	Southbound	Northbound	Southbound
65	0					0	0
64	0					0	0
63	0					0	0
62	0					0	0
61	0					0	0
60	0					0	0
59	0					0	0
58	0					0	0
57	0					0	0
56	0					0	0
55	0					0	0
54	0					0	0
53	0					0	0
52	0					0	0
51	0					0	0
50	0					0	0
49	0					0	0
48	0					0	0
47	0					0	0
46	0					0	0
45	0					0	0
44	0					0	0
43	0					0	0
42	0					0	0
41	0					0	0
40	1					0	0
39	0					0	0
38	1					0	0
37	1					0	0
36	0					0	0
35	2					0	0
34	3					0	0
33	4					0	0
32	4					0	0
31	3					0	0
30	3					0	0
29	6					0	0
28	0					0	0
27	4					0	0
26	3					0	0
25	3					0	0
24	2					0	0
23	3					0	0
22	2					0	0
21	2					0	0
20	2					0	0
19	1					0	0
18	0					0	0
17	0					0	0
16	0					0	0
15	0					0	0
Total	50					100	

Location:		Alessandro Road	
Between:		Wilson Street - Ramsey Street	
Weather:		Clear	
Date:		5/3/17	
Time From:		2:20	
Time To:		3:00	
Existing Speed Limit:		30 MPH	

Northbound Statistics		Southbound Statistics		Combined Statistics	
10%		10%		18%	
% Over Pace:	68%				
% In Pace:	22%				
% Under Pace:	33 MPH				
Average Speed:	30 - 39 MPH				
Pace Speed:	22 MPH				
15th Percentile / Critical Speed:	22 MPH				
50th Percentile / Critical Speed:	28 MPH				
85th Percentile / Critical Speed:	33 MPH				

Northbound Statistics		Southbound Statistics		Combined Statistics	
10%		10%		18%	
% Over Pace:	68%				
% In Pace:	22%				
% Under Pace:	33 MPH				
Average Speed:	30 - 39 MPH				
Pace Speed:	22 MPH				
15th Percentile / Critical Speed:	22 MPH				
50th Percentile / Critical Speed:	28 MPH				
85th Percentile / Critical Speed:	33 MPH				

Northbound Statistics		Southbound Statistics		Combined Statistics	
10%		10%		18%	
% Over Pace:	68%				
% In Pace:	22%				
% Under Pace:	33 MPH				
Average Speed:	30 - 39 MPH				
Pace Speed:	22 MPH				
15th Percentile / Critical Speed:	22 MPH				
50th Percentile / Critical Speed:	28 MPH				
85th Percentile / Critical Speed:	33 MPH				

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Corona, CA 92880
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT.	
EB	WB	Eastbound	Westbound	VEH.			
65	0			0			0
64	0			0			0
63	0			0			0
62	0			0			0
61	0			0			0
60	0			0			0
59	0			0			0
58	0			0			0
57	0			0			0
56	0			0			0
55	0			0			0
54	0			0			0
53	0			0			0
52	0			0			0
51	0			0			0
50	0			0			0
49	0			0			0
48	0			0			0
47	0			0			0
46	0			0			0
45	0			0			0
44	0			0			0
43	0			0			0
42	0			0			0
41	2			2			2
40	1			1			1
39	1			1			1
38	0			0			0
37	1			1			1
36	6			6			6
35	5			5			5
34	5			5			5
33	1			1			1
32	2			2			2
31	2			2			2
30	3			3			3
29	3			3			3
28	1			1			1
27	2			2			2
26	2			2			2
25	0			0			0
24	1			1			1
23	1			1			1
22	0			0			0
21	5			5			5
20	1			1			1
19	1			1			1
18	1			1			1
17	1			1			1
16	0			0			0
15	2			2			2
Total	50			100			100

Location:		George Street	
Between:		8th Street - San Geronio Avenue	
Weather:		Clear	
Date:		5/4/17	
Time From:		12:45	
Time To:		3:00	
Existing Speed Limit:		25 MPH	

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	16%	% Over Pace:	10%	% Over Pace:	13%
% In Pace:	56%	% In Pace:	60%	% In Pace:	54%
% Under Pace:	28%	% Under Pace:	30%	% Under Pace:	33%
Average Speed:	29 MPH	Average Speed:	30 MPH	Average Speed:	29 MPH
Pace Speed:	26 - 35 MPH	Pace Speed:	27 - 36 MPH	Pace Speed:	27 - 36 MPH
15th Percentile / Critical Speed: 20 MPH		20 MPH		20 MPH	
50th Percentile / Critical Speed: 30 MPH		28 MPH		29 MPH	
85th Percentile / Critical Speed: 35 MPH		37 MPH		35 MPH	

Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92880
T 951-268-6268 F 951-268-6267

City of Banning Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
EB	WB	Eastbound	Westbound	VEH.			
65	0						0
64	0						0
63	0						0
62	0						0
61	0						0
60	0						0
59	0						0
58	0						0
57	0						0
56	0						0
55	0						0
54	0						0
53	0						0
52	0						0
51	0						0
50	0						0
49	0						0
48	0						0
47	0						0
46	1						2
45	0						1
44	1						2
43	0						1
42	0						1
41	1						2
40	2						6
39	2						4
38	2						5
37	1						2
36	2						6
35	5						10
34	3						4
33	2						3
32	4						8
31	4						6
30	1						6
29	2						3
28	4						5
27	4						7
26	0						1
25	3						5
24	1						1
23	1						2
22	1						1
21	1						2
20	0						2
19	2						0
18	0						0
17	0						0
16	0						0
15	0						0
14	0						0
13	0						0
12	0						0
11	0						0
10	0						0
9	0						0
8	0						0
7	0						0
6	0						0
5	0						0
4	0						0
3	0						0
2	0						0
1	0						0
0	0						0
Total	50						100

Location:		George Street	
Between:	20th Street - 8th Street		
Weather:	Clear		
Date:	5/4/17		
Time From:	1:00		
Time To:	2:45		
Existing Speed Limit:	35 MPH		

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	20%	20%	26%		
% In Pace:	56%	62%	58%		
% Under Pace:	24%	18%	16%		
Average Speed:	33 MPH	32 MPH	33 MPH		
Pace Speed:	30 - 39 MPH	27 - 36 MPH	27 - 36 MPH		
15th Percentile / Critical Speed:	24 MPH	26 MPH	25 MPH		
50th Percentile / Critical Speed:	31 MPH	34 MPH	31 MPH		
85th Percentile / Critical Speed:	37 MPH	39 MPH	38 MPH		

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
EB	WB	Eastbound	Westbound	VEH.			
65	0						0
64	0						0
63	0						0
62	0						0
61	0						0
60	0						0
59	0						0
58	0						0
57	0						0
56	0						0
55	0						0
54	0						0
53	0						0
52	0						0
51	0						0
50	0						0
49	0						0
48	0						0
47	0						0
46	0						0
45	0						0
44	0						0
43	0						0
42	0						0
41	0						0
40	0						0
39	0						0
38	0						0
37	0						0
36	0						0
35	0						0
34	0						0
33	0						0
32	0						0
31	0						0
30	0						0
29	0						0
28	0						0
27	0						0
26	0						0
25	0						0
24	0						0
23	0						0
22	0						0
21	0						0
20	0						0
19	0						0
18	0						0
17	0						0
16	0						0
15	0						0
14	0						0
13	0						0
12	0						0
11	0						0
10	0						0
9	0						0
8	0						0
7	0						0
6	0						0
5	0						0
4	0						0
3	0						0
2	0						0
1	0						0
0	0						0
Total		50	50	GRAND TOTALS			100

Location:		George Street	
Between:	Sunset Avenue - Woodland Avenue		
Weather:	Clear		
Date:	5/4/17		
Time From:	12:00		
Time To:	3:10		
Existing Speed Limit:	25 MPH		

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	20%	18%	17%		
% In Pace:	62%	68%	62%		
% Under Pace:	18%	14%	21%		
Average Speed:	28 MPH	27 MPH	28 MPH		
Pace Speed:	24 - 33 MPH	23 - 32 MPH	24 - 33 MPH		
15th Percentile / Critical Speed:	22 MPH	21 MPH	22 MPH		
50th Percentile / Critical Speed:	26 MPH	27 MPH	26 MPH		
85th Percentile / Critical Speed:	32 MPH	34 MPH	33 MPH		

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267



City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.	
NB	SB	Northbound	Southbound	TOT.	VEH.		
65	0				0		
64	0				0		
63	0				0		
62	0				0		
61	0				0		
60	0				0		
59	0				0		
58	0				0		
57	0				0		
56	0				0		
55	0				0		
54	0				0		
53	0				0		
52	0				0		
51	0				0		
50	0				0		
49	0				0		
48	0				0		
47	0				0		
46	0				0		
45	0				0		
44	0				0		
43	0				0		
42	0				0		
41	0				0		
40	0				0		
39	1				1		
38	0				0		
37	0				0		
36	0				0		
35	1				1		
34	2				2		
33	4				4		
32	4				4		
31	3				3		
30	2				2		
29	6				6		
28	3				3		
27	3				3		
26	3				3		
25	1				1		
24	6				6		
23	5				5		
22	3				3		
21	1				1		
20	1				1		
19	1				1		
18	0				0		
17	0				0		
16	0				0		
15	0				0		
Total	50	GRAND TOTALS		100			

Location:		Hargrave Street	
Between:	Ramsey Street - Wesley Street		
Weather:	Clear		
Date:	5/2/17		
Time From:	11:15		
Time To:	11:35		
Existing Speed Limit:	35 MPH		

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	6%	16%	11%		
% In Pace:	74%	72%	73%		
% Under Pace:	20%	12%	16%		
Average Speed:	27 MPH	28 MPH	27 MPH		
Pace Speed:	23 - 32 MPH	23 - 32 MPH	23 - 32 MPH		
15th Percentile / Critical Speed:	22 MPH	21 MPH	21 MPH		
50th Percentile / Critical Speed:	27 MPH	27 MPH	27 MPH		
85th Percentile / Critical Speed:	32 MPH	30 MPH	31 MPH		

Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.	
NB	SB	Northbound	Southbound	Northbound	Southbound	Northbound	Southbound
65	0					0	0
64	0					0	0
63	0					0	0
62	0					0	0
61	0					0	0
60	0					0	0
59	0					0	0
58	0					0	0
57	0					0	0
56	0					0	0
55	0					0	0
54	0					0	0
53	0					0	0
52	0					0	0
51	0					0	0
50	0					0	0
49	0					0	0
48	0					0	0
47	0					0	0
46	0					0	0
45	0					0	0
44	0					0	0
43	0					0	0
42	0					0	0
41	0					0	0
40	0					0	0
39	0					0	0
38	0					0	0
37	0					0	0
36	0					0	0
35	0					0	0
34	0					0	0
33	0					0	0
32	0					0	0
31	0					0	0
30	0					0	0
29	0					0	0
28	1					1	1
27	1					1	1
26	1					1	1
25	3					3	3
24	6					6	6
23	7					7	7
22	5					5	5
21	6					6	6
20	10					10	10
19	3					3	3
18	2					2	2
17	2					2	2
16	1					1	1
15	2					2	2
14	0					0	0
13	0					0	0
12	0					0	0
11	0					0	0
10	0					0	0
9	0					0	0
8	0					0	0
7	0					0	0
6	0					0	0
5	0					0	0
4	0					0	0
3	0					0	0
2	0					0	0
1	0					0	0
0	0					0	0
Total		50	50	GRAND TOTALS		100	100

Location:		Hargrave Street	
Between:		Wilson Street - Ramsey Street	
Weather:		Clear	
Date:		5/2/17	
Time From:		10:55	
Time To:		11:15	
Existing Speed Limit:		30 MPH	

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	0%	4%	2%		
% In Pace:	100%	90%	95%		
% Under Pace:	0%	6%	3%		
Average Speed:	21 MPH	21 MPH	21 MPH		
Pace Speed:	17 - 26 MPH	17 - 26 MPH	17 - 26 MPH		
15th Percentile / Critical Speed:	18 MPH	19 MPH	18 MPH		
50th Percentile / Critical Speed:	20 MPH	20 MPH	20 MPH		
85th Percentile / Critical Speed:	23 MPH	23 MPH	23 MPH		

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267



City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
NB	SB	Northbound	Southbound			
65	0				0	
64	0				0	
63	0				0	
62	0				0	
61	0				0	
60	0				0	
59	0				0	
58	0				0	
57	0				0	
56	0				0	
55	0				0	
54	0				0	
53	0				0	
52	0				0	
51	0				0	
50	2				4	
49	0				0	
48	0				0	
47	2				2	
46	1				3	
45	1				5	
44	1				2	
43	1				3	
42	1				6	
41	3				3	
40	6				10	
39	1				3	
38	4				5	
37	3				6	
36	1				4	
35	2				4	
34	1				4	
33	3				3	
32	4				5	
31	3				4	
30	2				6	
29	2				5	
28	3				3	
27	1				3	
26	0				3	
25	2				3	
24	0				0	
23	0				1	
22	0				0	
21	0				0	
20	0				0	
19	0				0	
18	0				0	
17	0				0	
16	0				0	
15	0				0	
Total	50	GRAND TOTALS			100	

Location:	Hathaway Street
Between:	Hoffer Street - Ramsey Street
Weather:	Clear
Date:	4/26/17
Time From:	1:30
Time To:	2:05
Existing Speed Limit:	35 MPH

	Northbound Statistics	Southbound Statistics	Combined Statistics
% Over Pace:	8%	18%	16%
% In Pace:	50%	56%	48%
% Under Pace:	42%	26%	36%
Average Speed:	37 MPH	36 MPH	36 MPH
Pace Speed:	36 - 45 MPH	32 - 41 MPH	34 - 43 MPH
15th Percentile / Critical Speed:	28 MPH	28 MPH	28 MPH
50th Percentile / Critical Speed:	36 MPH	36 MPH	36 MPH
85th Percentile / Critical Speed:	42 MPH	44 MPH	43 MPH

Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
NB	SB	Northbound	Southbound			
65	0					0
64	0					0
63	0					0
62	0					0
61	0					0
60	0					0
59	0					0
58	1					1
57	0					0
56	0					0
55	0					0
54	0					0
53	1					1
52	0					0
51	0					0
50	0					0
49	0					0
48	1					1
47	1					1
46	0					0
45	4					4
44	2					2
43	1					1
42	3					3
41	1					1
40	0					0
39	1					1
38	2					2
37	1					1
36	1					1
35	2					2
34	3					3
33	3					3
32	1					1
31	2					2
30	4					4
29	2					2
28	1					1
27	2					2
26	2					2
25	3					3
24	2					2
23	1					1
22	0					0
21	1					1
20	1					1
19	0					0
18	0					0
17	0					0
16	0					0
15	0					0
Total	50					100

Location:		Hathaway Street	
Between:		Lincoln Street - Wesley Street	
Weather:		Clear	
Date:		4/26/17	
Time From:		12:25	
Time To:		2:15	
Existing Speed Limit:		35 MPH	

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	4%	44%	32%		
% In Pace:	38%	46%	39%		
% Under Pace:	58%	10%	29%		
Average Speed:	34 MPH	35 MPH	34 MPH		
Pace Speed:	38 - 47 MPH	25 - 34 MPH	30 - 39 MPH		
15th Percentile / Critical Speed:	24 MPH	21 MPH	24 MPH		
50th Percentile / Critical Speed:	33 MPH	32 MPH	32 MPH		
85th Percentile / Critical Speed:	44 MPH	44 MPH	44 MPH		

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
NB	SB	Northbound	Southbound			
65	0				0	
64	0				0	
63	0				0	
62	0				0	
61	0				0	
60	0				0	
59	0				0	
58	0				0	
57	0				0	
56	0				0	
55	0				0	
54	0				0	
53	0				0	
52	0				0	
51	0				0	
50	0				0	
49	0				0	
48	0				0	
47	1				1	
46	0				1	
45	0				1	
44	0				0	
43	0				0	
42	0				0	
41	1				3	
40	3				7	
39	1				3	
38	2				7	
37	1				5	
36	3				6	
35	1				3	
34	3				3	
33	2				4	
32	5				9	
31	6				6	
30	3				4	
29	3				3	
28	4				4	
27	2				3	
26	4				7	
25	2				8	
24	2				6	
23	0				1	
22	1				3	
21	0				1	
20	0				0	
19	0				1	
18	0				0	
17	0				0	
16	0				0	
15	0				0	
Total	50	GRAND TOTALS			100	

Location:	Highland Home Road
Between:	Wilson Street - Ramsey Street
Weather:	Clear
Date:	5/4/17
Time From:	9:05
Time To:	10:15
Existing Speed Limit:	40 MPH

	Northbound Statistics	Southbound Statistics	Combined Statistics
% Over Pace:	4%	26%	40%
% In Pace:	56%	68%	54%
% Under Pace:	40%	6%	6%
Average Speed:	32 MPH	32 MPH	32 MPH
Pace Speed:	32 - 41 MPH	25 - 34 MPH	24 - 33 MPH
15th Percentile / Critical Speed:	25 MPH	23 MPH	24 MPH
50th Percentile / Critical Speed:	30 MPH	32 MPH	31 MPH
85th Percentile / Critical Speed:	37 MPH	39 MPH	38 MPH


 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot. Veh.
NB	SB	Northbound	Southbound			
65	0				0	
64	0				0	
63	0				0	
62	0				0	
61	0				0	
60	0				0	
59	0				0	
58	0				0	
57	0				0	
56	0				0	
55	0				0	
54	0				0	
53	0				0	
52	0				0	
51	0				0	
50	0				0	
49	0				0	
48	0				0	
47	0				0	
46	0				0	
45	0				0	
44	0				0	
43	0				0	
42	0				0	
41	0				0	
40	0				0	
39	0				0	
38	0				0	
37	0				0	
36	0				0	
35	0				0	
34	0				0	
33	0				0	
32	0				0	
31	0				0	
30	0				0	
29	0				0	
28	0				0	
27	0				0	
26	0				0	
25	0				0	
24	0				0	
23	0				0	
22	0				0	
21	0				0	
20	0				0	
19	0				0	
18	0				0	
17	0				0	
16	0				0	
15	0				0	
Total	50	GRAND TOTALS			100	

Location:		Highland Springs Road	
Between:		North City Limit - Oak Valley Parkway	
Weather:		Clear	
Date:		4/25/17	
Time From:		11:30	
Time To:		11:50	
Existing Speed Limit:		50 MPH	

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	20%	8%	11%		
% In Pace:	68%	80%	66%		
% Under Pace:	12%	12%	23%		
Average Speed:	43 MPH	38 MPH	40 MPH		
Pace Speed:	37 - 46 MPH	34 - 43 MPH	37 - 46 MPH		
15th Percentile / Critical Speed:	33 MPH	36 MPH	33 MPH		
50th Percentile / Critical Speed:	37 MPH	43 MPH	39 MPH		
85th Percentile / Critical Speed:	42 MPH	48 MPH	44 MPH		

Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92880
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City of Banning
 Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
NB	SB	Northbound	Southbound			
65	0	0	0	0	0	
64	0	0	0	0	0	
63	0	0	0	0	0	
62	0	0	0	0	0	
61	0	0	0	0	0	
60	0	0	0	0	0	
59	0	0	0	0	0	
58	0	0	0	0	0	
57	0	0	0	0	0	
56	0	0	0	0	0	
55	0	0	0	0	0	
54	0	0	0	0	0	
53	0	0	0	0	0	
52	0	0	0	0	0	
51	0	1	0	0	1	
50	0	1	0	0	1	
49	0	1	0	0	1	
48	1	1	0	0	2	
47	1	0	0	0	1	
46	0	1	0	0	1	
45	3	2	0	0	5	
44	2	2	0	0	4	
43	1	3	0	0	4	
42	3	0	0	0	3	
41	4	2	0	0	6	
40	2	6	0	0	8	
39	7	5	0	0	12	
38	4	1	0	0	5	
37	4	3	0	0	7	
36	6	4	0	0	10	
35	1	3	0	0	4	
34	3	1	0	0	4	
33	2	1	0	0	3	
32	1	0	0	0	1	
31	2	2	0	0	4	
30	1	1	0	0	2	
29	0	3	0	0	3	
28	1	2	0	0	3	
27	0	2	0	0	2	
26	0	1	0	0	1	
25	0	1	0	0	1	
24	0	0	0	0	0	
23	0	0	0	0	0	
22	1	0	0	0	1	
21	0	0	0	0	0	
20	0	0	0	0	0	
19	0	0	0	0	0	
18	0	0	0	0	0	
17	0	0	0	0	0	
16	0	0	0	0	0	
15	0	0	0	0	0	
Total	50	50		GRAND TOTALS	100	

Location:	Highland Springs Road
Between:	Oak Valley Parkway - Wilson Street
Weather:	Clear
Date:	4/25/17
Time From:	11:50
Time To:	12:10
Existing Speed Limit:	50 MPH

	Northbound Statistics	Southbound Statistics	Combined Statistics
% Over Pace:	14%	4%	7%
% In Pace:	58%	72%	64%
% Under Pace:	28%	24%	29%
Average Speed:	37 MPH	38 MPH	38 MPH
Pace Speed:	35 - 44 MPH	36 - 45 MPH	36 - 45 MPH
15th Percentile / Critical Speed:	32 MPH	28 MPH	30 MPH
50th Percentile / Critical Speed:	37 MPH	38 MPH	37 MPH
85th Percentile / Critical Speed:	42 MPH	43 MPH	43 MPH



 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot. Veh.
		NB	SB	Northbound	Southbound	
65	0	0	0			0
64	0	0	0			0
63	0	0	0			0
62	0	0	0			0
61	0	0	0			0
60	0	0	0			0
59	0	0	0			0
58	0	0	0			0
57	0	0	0			0
56	0	0	0			0
55	0	0	0			0
54	0	0	0			0
53	0	0	0			0
52	0	0	0			0
51	0	0	0			0
50	0	0	0			0
49	0	0	0			0
48	0	0	0			0
47	0	0	0			0
46	0	0	0			0
45	0	0	0			0
44	0	0	0			0
43	0	1	43		X	1
42	0	2	42		X X	2
41	1	1	41	X	X	2
40	2	2	40	X X	X	4
39	1	7	39	X X X	X X	8
38	2	4	38	X X X	X X	6
37	3	3	37	X X X	X X	6
36	2	5	36	X X X	X X	7
35	4	2	35	X X X	X X	6
34	4	5	34	X X X X	X X	9
33	4	4	33	X X X X	X X	8
32	3	4	32	X X X X	X X	7
31	4	1	31	X X X X	X	5
30	2	3	30	X X X	X X X	5
29	6	3	29	X X X X X	X X X	9
28	3	0	28	X X X	X	3
27	5	1	27	X X X X	X	6
26	0	1	26	X	X	1
25	1	0	25	X		1
24	2	1	24	X X	X	3
23	0	0	23			0
22	0	0	22			0
21	1	0	21	X		1
20	0	0	20			0
19	0	0	19			0
18	0	0	18			0
17	0	0	17			0
16	0	0	16			0
15	0	0	15			0
Total	50	50		GRAND TOTALS		100

Location: Highland Springs Road Between: Sun Lake Boulevard - South City Limit Weather: Clear Date: 4/25/17 Time From: 12:35 Time To: 12:55 Existing Speed Limit: 35 MPH	Northbound Statistics 12% 76% 12% 35 MPH 30 - 39 MPH 15th Percentile / Critical Speed: 26 MPH 50th Percentile / Critical Speed: 31 MPH 85th Percentile / Critical Speed: 36 MPH	Southbound Statistics 18% 74% 8% 32 MPH 27 - 36 MPH 29 MPH 35 MPH 38 MPH
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% Over Pace: 12% % In Pace: 76% % Under Pace: 12% Average Speed: 35 MPH Pace Speed: 30 - 39 MPH	Combined Statistics 17% 68% 15% 33 MPH 29 - 38 MPH	
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Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
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City of Banning
Radar Speed Survey

Speed		NB		SB		MPH		Vehicles Surveyed		TOT.	
65	0	0	0	65	0	0	0				0
64	0	0	0	64	0	0	0				0
63	0	0	0	63	0	0	0				0
62	0	0	0	62	0	0	0				0
61	0	0	0	61	0	0	0				0
60	0	0	0	60	0	0	0				0
59	0	0	0	59	0	0	0				0
58	0	0	0	58	0	0	0				0
57	0	0	0	57	0	0	0				0
56	0	0	0	56	0	0	0				0
55	0	0	0	55	0	0	0				0
54	0	0	0	54	0	0	0				0
53	0	0	0	53	0	0	0				0
52	0	0	0	52	0	0	0				0
51	0	0	0	51	0	0	0				0
50	0	0	0	50	0	0	0				0
49	0	0	0	49	0	0	0				0
48	0	0	0	48	0	0	0				0
47	0	0	0	47	0	0	0				0
46	0	0	0	46	0	0	0				0
45	0	0	0	45	0	0	0				0
44	0	0	0	44	0	0	0				0
43	0	0	0	43	0	0	0				0
42	0	0	0	42	0	0	0				0
41	0	0	0	41	0	0	0				0
40	0	0	0	40	0	0	0				0
39	0	0	0	39	0	0	0				0
38	0	0	0	38	0	0	0				0
37	0	0	0	37	0	0	0				0
36	0	0	0	36	0	0	0				0
35	0	0	0	35	0	0	0				0
34	0	0	0	34	0	0	0				0
33	0	0	0	33	0	0	0				0
32	0	0	0	32	0	0	0				0
31	0	0	0	31	0	0	0				0
30	1	0	0	30	0	0	0				0
29	0	0	0	29	0	0	0				0
28	1	0	0	28	0	0	0				0
27	1	0	0	27	0	0	0				0
26	3	1	0	26	0	0	0				0
25	3	3	0	25	0	0	0				0
24	7	3	0	24	0	0	0				0
23	9	3	0	23	0	0	0				0
22	6	2	0	22	0	0	0				0
21	7	1	0	21	0	0	0				0
20	3	3	0	20	0	0	0				0
19	5	0	0	19	0	0	0				0
18	2	1	0	18	0	0	0				0
17	1	2	0	17	0	0	0				0
16	1	0	0	16	0	0	0				0
15	0	0	0	15	0	0	0				0
Total	50	50	50								100

Location:		Highland Springs Road	
Between:		Wilson Street - Sun Lake Boulevard	
Weather:		Clear	
Date:		4/25/17	
Time From:		12:20	
Time To:		12:35	
Existing Speed Limit:		35 MPH	

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	18%	4%	28%		
% In Pace:	64%	92%	65%		
% Under Pace:	18%	4%	7%		
Average Speed:	28 MPH	22 MPH	25 MPH		
Pace Speed:	23 - 32 MPH	18 - 27 MPH	19 - 28 MPH		
15th Percentile / Critical Speed:	18 MPH	21 MPH	19 MPH		
50th Percentile / Critical Speed:	22 MPH	29 MPH	23 MPH		
85th Percentile / Critical Speed:	24 MPH	33 MPH	30 MPH		



 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.
EB	WB	Eastbound	Westbound	VEH.		
65	0	0	0	0	0	0
64	0	0	0	0	0	0
63	0	0	0	0	0	0
62	0	0	0	0	0	0
61	0	0	0	0	0	0
60	0	0	0	0	0	0
59	0	0	0	0	0	0
58	0	0	0	0	0	0
57	0	0	0	0	0	0
56	0	1	0	0	1	1
55	0	0	0	0	0	0
54	2	0	0	0	2	2
53	0	0	0	0	0	0
52	0	2	0	0	2	2
51	0	0	0	0	0	0
50	4	0	0	0	4	4
49	3	2	0	0	5	5
48	1	5	0	0	6	6
47	1	0	0	0	1	1
46	3	1	0	0	4	4
45	1	3	0	0	4	4
44	3	2	0	0	5	5
43	3	3	0	0	6	6
42	5	2	0	0	7	7
41	6	3	0	0	9	9
40	1	3	0	0	4	4
39	5	2	0	0	7	7
38	2	5	0	0	7	7
37	0	2	0	0	2	2
36	2	3	0	0	5	5
35	2	2	0	0	4	4
34	2	2	0	0	4	4
33	1	2	0	0	3	3
32	0	0	0	0	0	0
31	0	2	0	0	2	2
30	2	0	0	0	2	2
29	0	1	0	0	1	1
28	0	1	0	0	1	1
27	0	0	0	0	0	0
26	0	1	0	0	1	1
25	1	0	0	0	1	1
24	0	0	0	0	0	0
23	0	0	0	0	0	0
22	0	0	0	0	0	0
21	0	0	0	0	0	0
20	0	0	0	0	0	0
19	0	0	0	0	0	0
18	0	0	0	0	0	0
17	0	0	0	0	0	0
16	0	0	0	0	0	0
15	0	0	0	0	0	0
Total	50	50			100	

Location:		Lincoln Street	
Between:	8th Street - San Geronio Avenue		
Weather:	Clear		
Date:	4/26/17		
Time From:	11:15		
Time To:	11:35		
Existing Speed Limit:	40 MPH		

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	22%	4%	25%		
% In Pace:	56%	60%	56%		
% Under Pace:	22%	36%	19%		
Average Speed:	40 MPH	42 MPH	41 MPH		
Pace Speed:	36 - 45 MPH	41 - 50 MPH	36 - 45 MPH		
15th Percentile / Critical Speed:	34 MPH	33 MPH	34 MPH		
50th Percentile / Critical Speed:	41 MPH	39 MPH	40 MPH		
85th Percentile / Critical Speed:	48 MPH	47 MPH	47 MPH		

Radar Survey Conducted By:
Counts Unlimited, Inc.
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT.
EB	WB	Eastbound	Westbound	VEH.		
65	0					0
64	0					0
63	0					0
62	0					0
61	0					0
60	0					0
59	0					0
58	0					0
57	0					0
56	0					0
55	0					0
54	0					0
53	0					0
52	1					1
51	1					2
50	2					4
49	1					4
48	3					3
47	2					6
46	4					5
45	3					5
44	2					3
43	3					6
42	2					5
41	4					5
40	4					8
39	2					5
38	4					6
37	2					4
36	1					3
35	1					3
34	1					3
33	2					4
32	4					3
31	0					3
30	0					0
29	0					0
28	1					1
27	0					0
26	0					0
25	0					1
24	0					0
23	0					0
22	0					0
21	0					0
20	0					1
19	0					0
18	0					0
17	0					0
16	0					0
15	0					0
14	0					0
13	0					0
12	0					0
11	0					0
10	0					0
9	0					0
8	0					0
7	0					0
6	0					0
5	0					0
4	0					0
3	0					0
2	0					0
1	0					0
0	0					0
Total				GRAND TOTALS		100

Location:	Lincoln Street
Between:	22nd Street - 8th Street
Weather:	Clear
Date:	4/26/17
Time From:	10:05
Time To:	11:15
Existing Speed Limit:	40 MPH

% Over Pace:	<u>34%</u>	Eastbound Statistics	<u>16%</u>	Westbound Statistics	<u>17%</u>	Combined Statistics
% In Pace:	<u>54%</u>				<u>54%</u>	
% Under Pace:	<u>12%</u>				<u>29%</u>	
Average Speed:	<u>41</u> MPH				<u>41</u> MPH	
Pace Speed:	<u>34 - 43</u> MPH				<u>38 - 47</u> MPH	
15th Percentile / Critical Speed:	<u>33</u> MPH				<u>33</u> MPH	
50th Percentile / Critical Speed:	<u>40</u> MPH				<u>40</u> MPH	
85th Percentile / Critical Speed:	<u>47</u> MPH				<u>47</u> MPH	


 Radar Survey Conducted By:
Counts Unlimited, Inc.
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 Corona, CA 92880
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot. Veh.
EB	WB	Eastbound	Westbound			
65	0					0
64	0					0
63	0					0
62	0					0
61	0					0
60	0					0
59	0					0
58	0					0
57	0					0
56	0					0
55	0					0
54	0					0
53	0					0
52	0					0
51	0					0
50	0					0
49	2					2
48	3					3
47	0					0
46	2					2
45	2					4
44	4					5
43	0					2
42	2					6
41	3					4
40	3					5
39	1					5
38	3					6
37	5					10
36	5					8
35	3					5
34	3					8
33	0					1
32	1					4
31	3					4
30	2					6
29	0					1
28	1					3
27	0					1
26	0					2
25	1					2
24	1					1
23	0					0
22	0					0
21	0					0
20	0					0
19	0					0
18	0					0
17	0					0
16	0					0
15	0					0
14	0					0
13	0					0
12	0					0
11	0					0
10	0					0
9	0					0
8	0					0
7	0					0
6	0					0
5	0					0
4	0					0
3	0					0
2	0					0
1	0					0
0	0					0
GRAND TOTALS						100

Location:	Lincoln Street
Between:	San Geronio Avenue - Hathaway Street
Weather:	Clear
Date:	4/26/17
Time From:	11:35
Time To:	12:05
Existing Speed Limit:	40 MPH

	Eastbound Statistics	Westbound Statistics	Combined Statistics
% Over Pace:	6%	18%	16%
% In Pace:	62%	58%	59%
% Under Pace:	32%	24%	25%
Average Speed:	36 MPH	38 MPH	37 MPH
Pace Speed:	34 - 43 MPH	35 - 44 MPH	34 - 43 MPH
15th Percentile / Critical Speed:	30 MPH	29 MPH	29 MPH
50th Percentile / Critical Speed:	37 MPH	35 MPH	36 MPH
85th Percentile / Critical Speed:	44 MPH	41 MPH	43 MPH


 Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT.
EB	WB	Eastbound	Westbound	VEH.		
65	0					0
64	0					0
63	0					0
62	0					0
61	0					0
60	0					0
59	0					0
58	0					0
57	0					0
56	0					0
55	1					1
54	0					0
53	0					0
52	0					0
51	0					0
50	1					1
49	1					1
48	0					0
47	0					0
46	1					1
45	1					1
44	0					0
43	0					0
42	1					1
41	0					0
40	3					3
39	6					6
38	3					3
37	3					3
36	2					2
35	2					2
34	3					3
33	4					4
32	5					5
31	2					2
30	4					4
29	2					2
28	1					1
27	0					0
26	3					3
25	1					1
24	0					0
23	0					0
22	0					0
21	0					0
20	0					0
19	0					0
18	0					0
17	0					0
16	0					0
15	0					0
Total	50	GRAND TOTALS		100		

Location:	Lincoln Street
Between:	Sunset Avenue - 22nd Street
Weather:	Clear
Date:	4/26/17
Time From:	9:00
Time To:	10:05
Existing Speed Limit:	40 MPH

	Eastbound Statistics	Westbound Statistics	Combined Statistics
% Over Pace:	12%	18%	15%
% In Pace:	66%	68%	67%
% Under Pace:	22%	14%	18%
Average Speed:	33 MPH	35 MPH	34 MPH
Pace Speed:	30 - 39 MPH	30 - 39 MPH	30 - 39 MPH
15th Percentile / Critical Speed:	29 MPH	26 MPH	28 MPH
50th Percentile / Critical Speed:	34 MPH	33 MPH	33 MPH
85th Percentile / Critical Speed:	39 MPH	38 MPH	39 MPH

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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot. Veh.
		NB	SB	Northbound	Southbound	
65	0	0	0			0
64	0	0	0			0
63	0	0	0			0
62	0	0	0			0
61	0	0	0			0
60	0	0	0			0
59	0	0	0			0
58	0	0	0			0
57	0	0	0			0
56	0	0	0			0
55	0	0	0			0
54	0	0	0			0
53	1	0	0			1
52	0	0	0			0
51	0	0	0			0
50	0	0	0			0
49	0	0	0			0
48	0	0	0			0
47	0	0	0			0
46	0	1	1			2
45	1	2	4			7
44	4	2	4			10
43	0	1	4			5
42	1	1	4			6
41	2	2	4			8
40	2	1	4			7
39	0	0	3			3
38	2	3	3			8
37	4	3	3			10
36	2	2	3			7
35	4	4	3			11
34	5	4	3			12
33	5	1	3			9
32	4	2	3			9
31	2	1	3			6
30	2	4	3			9
29	2	6	3			11
28	1	2	3			6
27	1	0	2			3
26	3	1	2			6
25	0	4	2			6
24	1	0	2			3
23	0	1	2			3
22	1	1	2			4
21	0	0	2			2
20	0	0	2			2
19	0	0	1			1
18	0	0	1			1
17	0	0	1			1
16	0	0	1			1
15	0	0	1			1
Total		50	50	GRAND TOTALS		100

Location:	Mountain Avenue
Between:	Mockingbird Lane - Wilson Street
Weather:	Clear
Date:	5/4/17
Time From:	11:20
Time To:	12:20
Existing Speed Limit:	35 MPH

% Over Pace:	22%	Northbound Statistics	22%	Southbound Statistics	22%	Combined Statistics	22%
% In Pace:	60%		64%		62%		
% Under Pace:	18%		14%		16%		
Average Speed:	34 MPH		35 MPH		34 MPH		
Pace Speed:	29 - 38 MPH		29 - 38 MPH		29 - 38 MPH		
15th Percentile / Critical Speed:	28 MPH		27 MPH		27 MPH		
50th Percentile / Critical Speed:	33 MPH		33 MPH		33 MPH		
85th Percentile / Critical Speed:	40 MPH		41 MPH		40 MPH		


 Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

MPH		Vehicles Surveyed		TOT.
Speed	WB	EB	WB	VEH.
65	0	0		0
64	0	0		0
63	0	0		0
62	0	0		0
61	0	0		0
60	0	0		0
59	0	0		0
58	0	0		0
57	0	0		0
56	0	0		0
55	0	0		0
54	0	0		0
53	0	0		0
52	0	0		0
51	0	0		0
50	0	0		0
49	0	0		0
48	0	0		0
47	0	0		0
46	0	0		0
45	0	0		0
44	0	0		0
43	0	0		0
42	0	0		0
41	0	0		0
40	0	0		0
39	1	0		1
38	0	0		0
37	0	2		2
36	1	0		1
35	0	4		4
34	1	0		1
33	2	3		5
32	2	2		4
31	1	4		5
30	5	3		8
29	3	2		5
28	3	3		6
27	4	7		11
26	3	2		5
25	5	5		10
24	4	3		7
23	5	0		5
22	4	3		7
21	2	4		6
20	3	3		6
19	1	0		1
18	0	0		0
17	0	0		0
16	0	0		0
15	0	0		0
Total	50	50	GRAND TOTALS	100

Location:		Nicolet Street	
Between:	4th Street - Hargrave Street		
Weather:	Clear		
Date:	5/2/17		
Time From:	2:00		
Time To:	2:50		
Existing Speed Limit:	25 MPH		

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	12%	% Over Pace:	16%	% Over Pace:	23%
% In Pace:	68%	% In Pace:	76%	% In Pace:	70%
% Under Pace:	20%	% Under Pace:	8%	% Under Pace:	7%
Average Speed:	28 MPH	Average Speed:	26 MPH	Average Speed:	27 MPH
Pace Speed:	24 - 33 MPH	Pace Speed:	21 - 30 MPH	Pace Speed:	21 - 30 MPH
15th Percentile / Critical Speed:	21 MPH	15th Percentile / Critical Speed:	21 MPH	15th Percentile / Critical Speed:	21 MPH
50th Percentile / Critical Speed:	25 MPH	50th Percentile / Critical Speed:	26 MPH	50th Percentile / Critical Speed:	26 MPH
85th Percentile / Critical Speed:	30 MPH	85th Percentile / Critical Speed:	32 MPH	85th Percentile / Critical Speed:	31 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92880
T 951-268-6268 F 951-268-6267



City of Banning
Radar Speed Survey

MPH		Vehicles Surveyed		TOT. VEH.
Speed	WB	Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	1			1
44	0			1
43	0			0
42	1			1
41	1			1
40	3			4
39	1			2
38	2			4
37	3			4
36	0			3
35	6			8
34	1			2
33	5			7
32	3			7
31	2			5
30	6			7
29	2			5
28	3			10
27	1			6
26	2			4
25	2			4
24	0			4
23	0			0
22	2			3
21	0			1
20	2			2
19	0			0
18	1			1
17	0			1
16	0			0
15	0			0
Total	50	GRAND TOTALS		100

Location:		Vehicles Surveyed		TOT. VEH.
Speed	WB	Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	1			1
44	0			1
43	0			0
42	1			1
41	1			1
40	3			4
39	1			2
38	2			4
37	3			4
36	0			3
35	6			8
34	1			2
33	5			7
32	3			7
31	2			5
30	6			7
29	2			5
28	3			10
27	1			6
26	2			4
25	2			4
24	0			4
23	0			0
22	2			3
21	0			1
20	2			2
19	0			0
18	1			1
17	0			1
16	0			0
15	0			0
Total	50	GRAND TOTALS		100

Location:		Vehicles Surveyed		TOT. VEH.
Speed	WB	Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	1			1
44	0			1
43	0			0
42	1			1
41	1			1
40	3			4
39	1			2
38	2			4
37	3			4
36	0			3
35	6			8
34	1			2
33	5			7
32	3			7
31	2			5
30	6			7
29	2			5
28	3			10
27	1			6
26	2			4
25	2			4
24	0			4
23	0			0
22	2			3
21	0			1
20	2			2
19	0			0
18	1			1
17	0			1
16	0			0
15	0			0
Total	50	GRAND TOTALS		100

Location:		Vehicles Surveyed		TOT. VEH.
Speed	WB	Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	1			1
44	0			1
43	0			0
42	1			1
41	1			1
40	3			4
39	1			2
38	2			4
37	3			4
36	0			3
35	6			8
34	1			2
33	5			7
32	3			7
31	2			5
30	6			7
29	2			5
28	3			10
27	1			6
26	2			4
25	2			4
24	0			4
23	0			0
22	2			3
21	0			1
20	2			2
19	0			0
18	1			1
17	0			1
16	0			0
15	0			0
Total	50	GRAND TOTALS		100

Location:		Vehicles Surveyed		TOT. VEH.
Speed	WB	Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	1			1
44	0			1
43	0			0
42	1			1
41	1			1
40	3			4
39	1			2
38	2			4
37	3			4
36	0			3
35	6			8
34	1			2
33	5			7
32	3			7
31	2			5
30	6			7
29	2			5
28	3			10
27	1			6
26	2			4
25	2			4
24	0			4
23	0			0
22	2			3
21	0			1
20	2			2
19	0			0
18	1			1
17	0			1
16	0			0
15	0			0
Total	50	GRAND TOTALS		100

Location:		Vehicles Surveyed		TOT. VEH.
Speed	WB	Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	1			1
44	0			1
43	0			0
42	1			1
41	1			1
40	3			4
39	1			2
38	2			4
37	3			4
36	0			3
35	6			8
34	1			2
33	5			7
32	3			7
31	2			5
30	6			7
29	2			5
28	3			10
27	1			6
26	2			4
25	2			4
24	0			4
23	0			0
22	2			3
21	0			1
20	2			2
19	0			0
18	1			1
17	0			1
16	0			0
15	0			0
Total	50	GRAND TOTALS		100

Location:		Vehicles Surveyed		TOT. VEH.
Speed	WB	Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	1			1
44	0			1
43	0			0
42	1			1
41	1			1
40	3			4
39	1			2
38	2			4
37	3			4
36	0			3
35	6			8
34	1			2
33	5			7
32	3			7
31	2			5
30	6			7
29	2			5
28	3			10
27	1			6
26	2			4
25	2			4
24	0			4
23	0			0
22	2			3
21	0			1
20	2			2
19	0			

City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
		EB	WB	Eastbound	Westbound	
65	0	0	0			0
64	0	0	0			0
63	0	0	0			0
62	0	0	0			0
61	0	0	0			0
60	0	0	0			0
59	0	0	0			0
58	0	0	0			0
57	0	0	0			0
56	0	0	0			0
55	0	0	0			0
54	0	0	0			0
53	0	0	0			0
52	0	1	0			1
51	0	0	0			0
50	0	0	0			0
49	0	0	0			0
48	0	0	0			0
47	0	1	0			1
46	1	1	0			2
45	0	0	0			0
44	0	1	0			1
43	0	0	0			0
42	1	0	0			1
41	1	4	0			5
40	1	2	0			3
39	2	0	0			2
38	2	2	0			4
37	2	1	0			3
36	1	1	0			2
35	5	4	0			9
34	3	1	0			4
33	4	1	0			5
32	3	5	0			8
31	2	3	0			5
30	1	3	0			4
29	4	3	0			7
28	2	4	0			6
27	6	2	0			8
26	2	1	0			3
25	0	1	0			1
24	2	3	0			5
23	0	3	0			3
22	2	0	0			2
21	1	0	0			1
20	0	1	0			1
19	1	1	0			2
18	1	0	0			1
17	0	0	0			0
16	0	0	0			0
15	0	0	0			0
14	0	0	0			0
13	0	0	0			0
12	0	0	0			0
11	0	0	0			0
10	0	0	0			0
9	0	0	0			0
8	0	0	0			0
7	0	0	0			0
6	0	0	0			0
5	0	0	0			0
4	0	0	0			0
3	0	0	0			0
2	0	0	0			0
1	0	0	0			0
0	0	0	0			0
Total				50	50	100

Location:		Nicolet Street	
Between:		Hargrave Street - Hathaway Street	
Weather:		Clear	
Date:		5/3/17	
Time From:		12:15	
Time To:		2:05	
Existing Speed Limit:		25 MPH	

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	40%	% Over Pace:	22%	% Over Pace:	25%
% In Pace:	56%	% In Pace:	64%	% In Pace:	59%
% Under Pace:	4%	% Under Pace:	14%	% Under Pace:	16%
Average Speed:	32 MPH	Average Speed:	31 MPH	Average Speed:	32 MPH
Pace Speed:	23 - 32 MPH	Pace Speed:	26 - 35 MPH	Pace Speed:	26 - 35 MPH
15th Percentile / Critical Speed:	25 MPH	15th Percentile / Critical Speed:	23 MPH	15th Percentile / Critical Speed:	23 MPH
50th Percentile / Critical Speed:	31 MPH	50th Percentile / Critical Speed:	31 MPH	50th Percentile / Critical Speed:	31 MPH
85th Percentile / Critical Speed:	37 MPH	85th Percentile / Critical Speed:	40 MPH	85th Percentile / Critical Speed:	38 MPH


 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed										Tot. Veh.	
		EB	WB	Eastbound					Westbound						
65	0	0	65												0
64	0	0	64												0
63	0	0	63												0
62	0	0	62												0
61	0	0	61												0
60	0	0	60												0
59	0	0	59												0
58	0	0	58												0
57	0	0	57												0
56	0	0	56												0
55	0	0	55												0
54	0	0	54												0
53	0	1	53												1
52	0	0	52												0
51	0	0	51												0
50	0	0	50												0
49	0	0	49												0
48	0	0	48												0
47	0	0	47												0
46	0	1	46												1
45	1	0	45												1
44	1	2	44												3
43	1	1	43												2
42	1	1	42												2
41	4	2	41												6
40	3	1	40												4
39	3	1	39												4
38	2	6	38												8
37	4	3	37												7
36	2	6	36												8
35	3	3	35												6
34	3	2	34												5
33	5	2	33												7
32	3	5	32												8
31	4	1	31												5
30	1	2	30												3
29	4	1	29												5
28	0	1	28												1
27	0	4	27												4
26	0	1	26												1
25	2	3	25												5
24	0	0	24												0
23	1	0	23												1
22	1	0	22												1
21	1	0	21												0
20	0	0	20												0
19	0	0	19												0
18	0	0	18												0
17	0	0	17												0
16	0	0	16												0
15	0	0	15												0
Total	50	50													100

Location:	Nicolet Street
Between:	Sunset Avenue - 22nd Street
Weather:	Clear
Date:	5/2/17
Time From:	11:55
Time To:	1:05
Existing Speed Limit:	35 MPH

% Over Pace:	12%	Eastbound Statistics	12%	Westbound Statistics	8%	Combined Statistics	10%
% In Pace:	62%		62%		64%		63%
% Under Pace:	26%		26%		28%		27%
Average Speed:	35 MPH		35 MPH		35 MPH		35 MPH
Pace Speed:	32 - 41 MPH		32 - 41 MPH		32 - 41 MPH		32 - 41 MPH
15th Percentile / Critical Speed:	28 MPH		28 MPH		26 MPH		28 MPH
50th Percentile / Critical Speed:	34 MPH		34 MPH		35 MPH		34 MPH
85th Percentile / Critical Speed:	40 MPH		40 MPH		40 MPH		40 MPH


 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
SB	NB	SB	NB	Northbound	Southbound	VEH.	TOT.
65	0	0	0			0	0
64	0	0	0			0	0
63	0	0	0			0	0
62	0	0	0			0	0
61	0	0	0			0	0
60	0	0	0			0	0
59	0	0	0			0	0
58	0	0	0			0	0
57	0	0	0			0	0
56	0	0	0			0	0
55	0	0	0			0	0
54	0	0	0			0	0
53	0	0	0			0	0
52	0	0	0			0	0
51	0	0	0			0	0
50	1	0	0			1	1
49	0	0	0			0	0
48	0	0	0			0	0
47	0	0	0			0	0
46	1	1	1			3	3
45	1	0	0			1	1
44	0	0	0			0	0
43	1	1	1			3	3
42	1	0	0			1	1
41	4	0	0			4	4
40	2	0	0			2	2
39	0	1	1			2	2
38	2	2	3			7	7
37	2	4	3			9	9
36	4	3	3			10	10
35	4	3	3			10	10
34	1	6	3			10	10
33	2	4	2			8	8
32	4	2	2			8	8
31	4	5	3			12	12
30	3	1	3			7	7
29	1	2	2			5	5
28	2	1	1			4	4
27	0	1	1			2	2
26	1	2	2			5	5
25	2	4	2			8	8
24	4	0	0			4	4
23	0	3	3			6	6
22	0	1	1			2	2
21	0	1	1			2	2
20	1	1	1			3	3
19	0	0	0			0	0
18	0	1	1			2	2
17	0	0	0			0	0
16	0	0	0			0	0
15	2	0	0			2	2
Total	50	50	50			100	100

Location:	Omar Street
Between:	Ramsey Street - Wilson Street
Weather:	Clear
Date:	5/4/17
Time From:	10:15
Time To:	12:40
Existing Speed Limit:	N/P MPH

% Over Pace:	6%	22%	14%
% In Pace:	64%	54%	59%
% Under Pace:	30%	24%	27%
Average Speed:	31 MPH	33 MPH	32 MPH
Pace Speed:	29 - 38 MPH	29 - 38 MPH	29 - 38 MPH
15th Percentile / Critical Speed:	24 MPH	24 MPH	24 MPH
50th Percentile / Critical Speed:	32 MPH	31 MPH	32 MPH
85th Percentile / Critical Speed:	40 MPH	36 MPH	37 MPH



 Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

PO Box 1178
Corona, CA 92880
951-268-6268 F 951-268-6267

City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT.
EB	WB	Eastbound	Westbound	VEH.		
65	0			0		0
64	0			0		0
63	0			0		0
62	0			0		0
61	0			0		0
60	0			0		0
59	0			0		0
58	0			0		0
57	0			0		0
56	0			0		0
55	0			0		0
54	0			0		0
53	0			0		0
52	0			0		0
51	0			0		0
50	0			0		0
49	0			0		0
48	0			0		0
47	0			0		0
46	0			0		0
45	0			0		0
44	0			0		0
43	0			0		0
42	0			0		0
41	0			0		0
40	0			0		0
39	0			0		0
38	0			0		0
37	0			0		0
36	0			0		0
35	0			0		0
34	0			0		0
33	0			0		0
32	0			0		0
31	1			1		1
30	0			0		0
29	0			0		0
28	0			0		0
27	0			0		0
26	1			1		1
25	1			1		1
24	2			2		2
23	4			4		4
22	4			4		4
21	6			6		6
20	9			9		9
19	5			5		5
18	6			6		6
17	1			1		1
16	5			5		5
15	5			5		5
14	6			6		6
13	5			5		5
12	5			5		5
11	5			5		5
10	5			5		5
9	5			5		5
8	5			5		5
7	5			5		5
6	5			5		5
5	5			5		5
4	5			5		5
3	5			5		5
2	5			5		5
1	5			5		5
Total	50			50		50

Location:		Tot.	
Between:	Weather:	VEH.	
8th Street - Hargrave Street	Clear	0	
Date: 4/27/17		0	
Time From: 10:20		0	
Time To: 10:40		0	
Existing Speed Limit: 35 MPH		0	

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	4%	4%	5%		
% In Pace:	82%	86%	84%		
% Under Pace:	14%	10%	11%		
Average Speed:	20 MPH	20 MPH	20 MPH		
Pace Speed:	17 - 26 MPH	16 - 25 MPH	16 - 25 MPH		
15th Percentile / Critical Speed:	15 MPH	16 MPH	15 MPH		
50th Percentile / Critical Speed:	19 MPH	19 MPH	19 MPH		
85th Percentile / Critical Speed:	22 MPH	22 MPH	22 MPH		

Radar Survey Conducted By:
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PO Box 1178
Corona, CA 92880
T 951-268-6268 F 951-268-6267



City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
EB	WB	Eastbound	Westbound	VEH.			
65	0						0
64	0						0
63	0						0
62	0						0
61	0						0
60	0						0
59	0						0
58	0						0
57	0						0
56	0						0
55	0						0
54	0						0
53	0						0
52	0						0
51	0						0
50	0						0
49	0						0
48	0						0
47	0						0
46	0						0
45	0						0
44	1						1
43	0						0
42	2						2
41	2						2
40	3						3
39	5						5
38	6						6
37	5						5
36	3						3
35	5						5
34	3						3
33	4						4
32	4						4
31	0						0
30	3						3
29	1						1
28	2						2
27	1						1
26	0						0
25	0						0
24	0						0
23	0						0
22	0						0
21	0						0
20	0						0
19	0						0
18	0						0
17	0						0
16	0						0
15	0						0
14	0						0
13	0						0
12	0						0
11	0						0
10	0						0
9	0						0
8	0						0
7	0						0
6	0						0
5	0						0
4	0						0
3	0						0
2	0						0
1	0						0
0	0						0
Total		50	50	GRAND TOTALS			100

Location:	Ramsey Street
Between:	22nd Street - 8th Street
Weather:	Clear
Date:	4/27/17
Time From:	10:00
Time To:	10:20
Existing Speed Limit:	35 MPH

	Eastbound Statistics	Westbound Statistics	Combined Statistics
% Over Pace:	22%	6%	19%
% In Pace:	72%	80%	74%
% Under Pace:	6%	14%	7%
Average Speed:	37 MPH	36 MPH	36 MPH
Pace Speed:	30 - 39 MPH	32 - 41 MPH	30 - 39 MPH
15th Percentile / Critical Speed:	31 MPH	30 MPH	30 MPH
50th Percentile / Critical Speed:	35 MPH	35 MPH	35 MPH
85th Percentile / Critical Speed:	39 MPH	43 MPH	39 MPH


 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed										Tot.	
EB	WB			Eastbound					Westbound					VEH.	
65	0	0	65												0
64	0	0	64												0
63	0	0	63												0
62	0	0	62												0
61	0	0	61												0
60	0	0	60												0
59	0	0	59												0
58	0	0	58												0
57	0	0	57												0
56	0	0	56												0
55	0	0	55												0
54	0	0	54												0
53	0	0	53												0
52	0	0	52												0
51	0	0	51												0
50	1	0	50												1
49	0	0	49												0
48	0	0	48												0
47	1	1	47												2
46	1	1	46												2
45	0	1	45												1
44	3	1	44												4
43	1	1	43												2
42	1	1	42												2
41	2	3	41												5
40	4	4	40												8
39	5	4	39												9
38	0	2	38												2
37	4	3	37												7
36	6	2	36												8
35	4	2	35												6
34	2	1	34												3
33	2	1	33												3
32	2	4	32												6
31	4	5	31												9
30	4	3	30												7
29	0	4	29												4
28	2	2	28												4
27	0	3	27												3
26	0	1	26												1
25	1	0	25												1
24	0	0	24												0
23	0	0	23												0
22	0	0	22												0
21	0	0	21												0
20	0	0	20												0
19	0	0	19												0
18	0	0	18												0
17	0	0	17												0
16	0	0	16												0
15	0	0	15												0
14	0	0	14												0
13	0	0	13												0
12	0	0	12												0
11	0	0	11												0
10	0	0	10												0
9	0	0	9												0
8	0	0	8												0
7	0	0	7												0
6	0	0	6												0
5	0	0	5												0
4	0	0	4												0
3	0	0	3												0
2	0	0	2												0
1	0	0	1												0
Total	50	50		GRAND TOTALS										100	

Location:	Ramsey Street
Between:	Hargrave Street - Interstate 10 Ramp
Weather:	Clear
Date:	4/27/17
Time From:	10:40
Time To:	11:05
Existing Speed Limit:	35 MPH

% Over Pace:	18%	Eastbound Statistics	18%	Westbound Statistics	20%	Combined Statistics	19%
% In Pace:	56%		56%		66%		61%
% Under Pace:	26%		26%		14%		20%
Average Speed:	35 MPH		35 MPH		36 MPH		36 MPH
Pace Speed:	31 - 40 MPH		31 - 40 MPH		31 - 40 MPH		31 - 40 MPH
15th Percentile / Critical Speed:	30 MPH		30 MPH		28 MPH		29 MPH
50th Percentile / Critical Speed:	35 MPH		35 MPH		34 MPH		35 MPH
85th Percentile / Critical Speed:	41 MPH		41 MPH		40 MPH		40 MPH


 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
EB	WB	Eastbound	Westbound			
65	0					0
64	0					0
63	0					0
62	0					0
61	0					0
60	0					0
59	0					0
58	0					0
57	1					1
56	0					1
55	0					1
54	2					3
53	0					0
52	2					4
51	1					2
50	2					2
49	2					5
48	0					1
47	4					7
46	4					6
45	4					8
44	4					8
43	5					9
42	4					5
41	2					6
40	1					5
39	1					5
38	3					4
37	2					5
36	2					3
35	1					2
34	1					2
33	2					4
32	0					0
31	0					0
30	0					0
29	0					1
28	0					0
27	0					0
26	0					0
25	0					0
24	0					0
23	0					0
22	0					0
21	0					0
20	0					0
19	0					0
18	0					0
17	0					0
16	0					0
15	0					0
14	0					0
13	0					0
12	0					0
11	0					0
10	0					0
9	0					0
8	0					0
7	0					0
6	0					0
5	0					0
4	0					0
3	0					0
2	0					0
1	0					0
0	0					0
GRAND TOTALS						100

Location:	Ramsey Street
Between:	Highland Home Road - Sunset Avenue
Weather:	Clear
Date:	4/27/17
Time From:	9:20
Time To:	9:40
Existing Speed Limit:	50 MPH

	Eastbound Statistics	Westbound Statistics	Combined Statistics
% Over Pace:	18%	20%	20%
% In Pace:	62%	64%	63%
% Under Pace:	20%	16%	17%
Average Speed:	43 MPH	44 MPH	43 MPH
Pace Speed:	39 - 48 MPH	38 - 47 MPH	38 - 47 MPH
15th Percentile / Critical Speed:	36 MPH	36 MPH	36 MPH
50th Percentile / Critical Speed:	43 MPH	42 MPH	42 MPH
85th Percentile / Critical Speed:	49 MPH	48 MPH	48 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
EB	WB	Eastbound	Westbound			
65	0				0	
64	0				0	
63	0				0	
62	0				0	
61	0				0	
60	1				2	
59	0				2	
58	0				1	
57	2				2	
56	1				4	
55	1				3	
54	2				4	
53	4				2	
52	3				7	
51	3				5	
50	2				5	
49	3				5	
48	3				6	
47	1				8	
46	4				2	
45	3				5	
44	3				6	
43	3				4	
42	2				7	
41	4				4	
40	1				9	
39	1				3	
38	1				2	
37	2				1	
36	0				3	
35	0				0	
34	0				2	
33	0				0	
32	0				0	
31	0				0	
30	0				0	
29	0				0	
28	0				0	
27	0				0	
26	0				0	
25	0				0	
24	0				0	
23	0				0	
22	0				0	
21	0				0	
20	0				0	
19	0				0	
18	0				0	
17	0				0	
16	0				0	
15	0				0	
Total	50	GRAND TOTALS			100	

Location:	Ramsey Street
Between:	Highland Springs Avenue - Highland Home Road
Weather:	Clear
Date:	4/27/17
Time From:	9:00
Time To:	9:20
Existing Speed Limit:	50 MPH

	Eastbound Statistics	Westbound Statistics	Combined Statistics
% Over Pace:	32%	14%	33%
% In Pace:	56%	58%	56%
% Under Pace:	12%	28%	11%
Average Speed:	48 MPH	47 MPH	47 MPH
Pace Speed:	41 - 50 MPH	44 - 53 MPH	41 - 50 MPH
15th Percentile / Critical Speed:	40 MPH	40 MPH	40 MPH
50th Percentile / Critical Speed:	47 MPH	47 MPH	47 MPH
85th Percentile / Critical Speed:	52 MPH	54 MPH	53 MPH


 Radar Survey Conducted By:
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 PO Box 1178
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.	
EB	WB	Eastbound	Westbound				
65	0					0	
64	0					0	
63	0					0	
62	0					0	
61	0					0	
60	0					0	
59	0					0	
58	0					0	
57	0					0	
56	0					0	
55	0					0	
54	0					0	
53	0					0	
52	0					0	
51	0					1	
50	0					0	
49	0					0	
48	0					1	
47	2					3	
46	0					2	
45	0					3	
44	2					4	
43	2					2	
42	1					2	
41	3					5	
40	1					9	
39	2					7	
38	2					9	
37	4					9	
36	6					8	
35	2					4	
34	5					7	
33	4					5	
32	1					1	
31	3					4	
30	5					7	
29	0					0	
28	1					4	
27	1					1	
26	0					0	
25	1					1	
24	1					1	
23	0					0	
22	0					0	
21	0					0	
20	0					0	
19	0					0	
18	0					0	
17	0					0	
16	0					0	
15	0					0	
Total	50	GRAND TOTALS				100	

Location:		Westbound Statistics		Eastbound Statistics		Combined Statistics	
Between:	Weather:	% Over Pace:	% In Pace:	% Under Pace:	Average Speed:	Pace Speed:	
Ramsey Street	Clear	6%	70%	24%	39 MPH	37 - 46 MPH	16%
Sunset Avenue - 22nd Street		22%	70%	8%	36 MPH	30 - 39 MPH	65%
							19%
							37 MPH
							33 - 42 MPH

Date:		Time		Existing Speed Limit:	
From:	To:	From:	To:	From:	To:
4/27/17		9:40	10:00	40 MPH	

15th Percentile / Critical Speed:		50th Percentile / Critical Speed:		85th Percentile / Critical Speed:	
MPH	MPH	MPH	MPH	MPH	MPH
29	35	40	33	44	30
30	36	41	34	45	31
31	37	42	35	46	32
32	38	43	36	47	33
33	39	44	37	48	34
34	40	45	38	49	35
35	41	46	39	50	36
36	42	47	40	51	37
37	43	48	41	52	38
38	44	49	42	53	39
39	45	50	43	54	40
40	46	51	44	55	41
41	47	52	45	56	42
42	48	53	46	57	43
43	49	54	47	58	44
44	50	55	48	59	45
45	51	56	49	60	46
46	52	57	50	61	47
47	53	58	51	62	48
48	54	59	52	63	49
49	55	60	53	64	50
50	56	61	54	65	51
51	57	62	55		
52	58	63	56		
53	59	64	57		
54	60	65	58		
55	61		59		
56	62		60		
57	63		61		
58	64		62		
59	65		63		
60			64		
61			65		
62					
63					
64					
65					

Radar Survey Conducted By:		Counts Unlimited, Inc.		PO Box 1178		Corona, CA 92880	
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
NB	SB	Northbound	Southbound			
65	0				0	
64	0				0	
63	0				0	
62	0				0	
61	0				0	
60	0				0	
59	0				0	
58	0				0	
57	0				0	
56	0				0	
55	0				0	
54	0				0	
53	0				0	
52	0				0	
51	0				0	
50	0				0	
49	0				0	
48	0				0	
47	0				0	
46	0				0	
45	0				0	
44	0				0	
43	0				0	
42	2				2	
41	1				1	
40	1				2	
39	1				4	
38	0				1	
37	2				3	
36	3				5	
35	1				5	
34	1				1	
33	3				4	
32	3				5	
31	2				5	
30	2				5	
29	3				9	
28	3				4	
27	2				6	
26	5				9	
25	5				8	
24	1				2	
23	2				2	
22	1				3	
21	1				2	
20	2				3	
19	2				3	
18	0				0	
17	0				0	
16	0				0	
15	1				4	
14	3					
Total	50				100	

Location:	San Geronio Avenue
Between:	Lombardy Lane - Wilson Street
Weather:	Clear
Date:	4/27/17
Time From:	11:35
Time To:	12:50
Existing Speed Limit:	30 MPH

% Over Pace:	Northbound Statistics	Southbound Statistics	Combined Statistics
	20%	22%	26%
% In Pace:	56%	58%	57%
% Under Pace:	24%	20%	17%
Average Speed:	29 MPH	29 MPH	29 MPH
Pace Speed:	26 - 35 MPH	25 - 34 MPH	24 - 33 MPH
15th Percentile / Critical Speed:	22 MPH	21 MPH	21 MPH
50th Percentile / Critical Speed:	28 MPH	28 MPH	28 MPH
85th Percentile / Critical Speed:	35 MPH	36 MPH	35 MPH


 Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

MPH		Vehicles Surveyed		TOT. VEH.
Speed	NB SB	Northbound	Southbound	
65	0 0			0
64	0 0			0
63	0 0			0
62	0 0			0
61	0 0			0
60	0 0			0
59	0 0			0
58	0 0			0
57	0 0			0
56	0 0			0
55	0 0			0
54	0 0			0
53	0 0			0
52	0 0			0
51	0 0			0
50	0 0			0
49	0 0			0
48	0 0			0
47	0 0			0
46	0 0			0
45	0 0			0
44	0 0			0
43	0 0			0
42	0 0			0
41	0 0			0
40	0 1			1
39	0 0			0
38	0 0			0
37	0 0			0
36	0 0			0
35	0 0			0
34	0 2			2
33	0 3			3
32	4 2	X X X X		6
31	2 5	X X X		7
30	1 3	X X X		4
29	3 5	X X X X		8
28	1 9	X X X X X		10
27	4 3	X X X X		7
26	4 4	X X X X		8
25	8 8	X X X X X X		16
24	4 2	X X X X		6
23	6 1	X X X X X		7
22	4 1	X X X X		5
21	6 1	X X X X X		7
20	2 0	X X		2
19	0 0			0
18	1 0			1
17	0 0			0
16	0 0			0
15	0 0			0
Total	50 50	GRAND TOTALS		100

Location:	San Geronio Avenue
Between:	Ramsey Street - Lincoln Street
Weather:	Clear
Date:	4/27/17
Time From:	1:10
Time To:	1:50
Existing Speed Limit:	30 MPH

	Northbound Statistics	Southbound Statistics	Combined Statistics
% Over Pace:	2%	14%	6%
% In Pace:	88%	84%	79%
% Under Pace:	10%	2%	15%
Average Speed:	28 MPH	25 MPH	27 MPH
Pace Speed:	25 - 34 MPH	20 - 29 MPH	23 - 32 MPH
15th Percentile / Critical Speed:	20 MPH	24 MPH	21 MPH
50th Percentile / Critical Speed:	24 MPH	27 MPH	25 MPH
85th Percentile / Critical Speed:	28 MPH	31 MPH	30 MPH


 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.
NB	SB	Northbound	Southbound			
65	0				0	
64	0				0	
63	0				0	
62	0				0	
61	0				0	
60	0				0	
59	0				0	
58	0				0	
57	0				0	
56	0				0	
55	0				0	
54	0				0	
53	0				0	
52	0				0	
51	0				0	
50	0				0	
49	0				0	
48	0				0	
47	0				0	
46	0				0	
45	0				0	
44	0				0	
43	0				0	
42	0				0	
41	0				0	
40	0				0	
39	0				0	
38	0				0	
37	0				0	
36	0				0	
35	0				0	
34	0				0	
33	0				0	
32	1				1	
31	1				1	
30	0				0	
29	0				0	
28	0				0	
27	4				4	
26	3				3	
25	3				3	
24	4				4	
23	4				4	
22	8				8	
21	1				1	
20	9				9	
19	6				6	
18	1				1	
17	2				2	
16	1				1	
15	0				0	
Total	50	GRAND TOTALS			100	

Location:	San Geronimo Avenue
Between:	Wilson Street - Ramsey Street
Weather:	Clear
Date:	4/27/17
Time From:	12:50
Time To:	1:10
Existing Speed Limit:	30 MPH

% Over Pace:	Northbound Statistics	Southbound Statistics	Combined Statistics
	14%	4%	11%
% In Pace:	78%	88%	82%
% Under Pace:	8%	8%	7%
Average Speed:	23 MPH	23 MPH	23 MPH
Pace Speed:	18 - 27 MPH	19 - 28 MPH	18 - 27 MPH
15th Percentile / Critical Speed:	18 MPH	17 MPH	18 MPH
50th Percentile / Critical Speed:	21 MPH	22 MPH	21 MPH
85th Percentile / Critical Speed:	26 MPH	26 MPH	26 MPH



Counts Unlimited, Inc.
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City of Banning
 Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
EB	WB	Eastbound	Westbound	VEH.			
65	0	0	0	65			0
64	0	0	0	64			0
63	0	0	0	63			0
62	0	0	0	62			0
61	0	0	0	61			0
60	0	0	0	60			0
59	0	0	0	59			0
58	0	0	0	58			0
57	0	0	0	57			0
56	0	0	0	56			0
55	0	0	0	55			0
54	0	0	0	54			0
53	0	0	0	53			0
52	0	0	0	52			0
51	0	0	0	51			0
50	0	0	0	50			0
49	0	0	0	49			0
48	1	0	0	48			1
47	0	0	0	47			0
46	2	0	0	46			2
45	1	1	0	45			2
44	2	0	0	44			2
43	1	0	0	43			1
42	3	1	0	42			4
41	4	1	0	41			5
40	5	2	0	40			7
39	3	4	0	39			7
38	3	2	0	38			5
37	4	4	0	37			8
36	4	4	0	36			8
35	4	6	0	35			10
34	3	4	0	34			7
33	5	6	0	33			11
32	2	4	0	32			6
31	1	1	0	31			2
30	1	4	0	30			5
29	0	3	0	29			3
28	1	0	0	28			1
27	0	1	0	27			1
26	0	1	0	26			0
25	0	0	0	25			0
24	0	0	0	24			0
23	0	0	0	23			0
22	0	0	0	22			0
21	0	0	0	21			0
20	0	0	0	20			0
19	0	0	0	19			0
18	0	0	0	18			0
17	0	0	0	17			0
16	0	0	0	16			0
15	0	0	0	15			0
Total	50	50	50	GRAND TOTALS		100	

Location:	Sun Lakes Boulevard
Between:	Country Club Drive - Highland Home Road
Weather:	Clear
Date:	5/3/17
Time From:	9:00
Time To:	9:35
Existing Speed Limit:	35 MPH

% Over Pace:	12%	14%	Combined Statistics
% In Pace:	78%	76%	13%
% Under Pace:	10%	10%	74%
Average Speed:	35 MPH	38 MPH	13%
Pace Speed:	30 - 39 MPH	33 - 42 MPH	36 MPH
15th Percentile / Critical Speed:	32 MPH	29 MPH	32 - 41 MPH
50th Percentile / Critical Speed:	37 MPH	34 MPH	31 MPH
85th Percentile / Critical Speed:	41 MPH	38 MPH	35 MPH
			40 MPH


 Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot. Veh.	
EB	WB	Eastbound	Westbound	Eastbound	Westbound	Eastbound	Westbound
65	0	0	0			0	0
64	0	0	0			0	0
63	0	0	0			0	0
62	0	0	0			0	0
61	0	0	0			0	0
60	0	0	0			0	0
59	0	0	0			0	0
58	0	0	0			0	0
57	0	0	0			0	0
56	0	0	0			0	0
55	0	0	0			0	0
54	0	0	0			0	0
53	0	0	0			0	0
52	0	0	0			0	0
51	0	0	0			0	0
50	0	0	0			0	0
49	0	0	0			0	0
48	0	0	0			0	0
47	0	0	0			0	0
46	0	0	0			0	0
45	0	0	0			0	0
44	1	1	1			2	2
43	0	0	0			0	0
42	1	1	1			2	2
41	1	0	0			1	1
40	2	1	0			3	3
39	3	1	0			4	4
38	1	1	0			2	2
37	6	0	0			6	6
36	7	3	0			10	10
35	5	1	0			6	6
34	5	1	0			6	6
33	4	3	0			7	7
32	2	3	0			5	5
31	3	2	0			5	5
30	1	4	0			5	5
29	2	6	0			8	8
28	1	1	0			2	2
27	1	3	0			4	4
26	1	4	0			5	5
25	0	3	0			3	3
24	0	4	0			4	4
23	0	3	0			3	3
22	2	2	0			4	4
21	0	1	0			1	1
20	1	0	0			1	1
19	0	0	0			0	0
18	0	1	0			1	1
17	0	0	0			0	0
16	0	0	0			0	0
15	0	0	0			0	0
Total	50	50	50	GRAND TOTALS		100	100

Location:		Sun Lakes Boulevard	
Between:		Highland Springs Avenue - Country Club Drive	
Weather:		Clear	
Date:		5/3/17	
Time From:		12:00	
Time To:		12:20	
Existing Speed Limit:		35 MPH	

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	20%	6%	6%	12%	
% In Pace:	66%	76%	60%	60%	
% Under Pace:	14%	18%	28%	28%	
Average Speed:	29 MPH	34 MPH	32 MPH	32 MPH	
Pace Speed:	24 - 33 MPH	31 - 40 MPH	29 - 38 MPH	29 - 38 MPH	
15th Percentile / Critical Speed:	28 MPH	23 MPH	24 MPH	24 MPH	
50th Percentile / Critical Speed:	34 MPH	28 MPH	31 MPH	31 MPH	
85th Percentile / Critical Speed:	38 MPH	35 MPH	36 MPH	36 MPH	

Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
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City of Banning
Radar Speed Survey

Speed			MPH		Vehicles Surveyed		TOT. VEH.	
NB	SB				Northbound	Southbound		
65	0	0	65				0	
64	0	0	64				0	
63	0	0	63				0	
62	0	0	62				0	
61	0	0	61				0	
60	0	0	60				0	
59	0	0	59				0	
58	0	0	58				0	
57	0	0	57				0	
56	0	0	56				0	
55	0	1	55			X	1	
54	0	0	54				0	
53	0	0	53				0	
52	0	0	52				0	
51	0	0	51				0	
50	0	0	50				0	
49	0	0	49				0	
48	1	1	48		X		2	
47	0	0	47				0	
46	1	1	46		X		2	
45	0	0	45				0	
44	1	2	44		X		3	
43	0	1	43		X		1	
42	0	2	42		X		2	
41	1	4	41		X		5	
40	0	3	40		X		3	
39	1	4	39		X		5	
38	4	1	38		X		5	
37	4	1	37		X		5	
36	2	3	36		X		5	
35	2	1	35		X		3	
34	6	3	34		X		9	
33	5	1	33		X		7	
32	3	6	32		X		9	
31	2	1	31		X		3	
30	3	3	30		X		6	
29	0	0	29				0	
28	3	5	28		X		8	
27	1	1	27		X		2	
26	3	4	26		X		7	
25	5	1	25		X		6	
24	0	0	24				0	
23	0	0	23				0	
22	1	0	22				1	
21	0	0	21				0	
20	0	0	20				0	
19	0	0	19				0	
18	0	0	18				0	
17	0	0	17				0	
16	0	0	16				0	
15	0	0	15				0	
Total	50	50			GRAND TOTALS		100	

Location:		Sunset Avenue
Between:		Ramsey Street - Westward Avenue
Weather:		Clear
Date:		4/27/17
Time From:		2:15
Time To:		3:00
Existing Speed Limit:		N / P MPH

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	16%		8%		19%
% In Pace:	54%		66%		57%
% Under Pace:	30%		26%		24%
Average Speed:	35 MPH		33 MPH		34 MPH
Pace Speed:	32 - 41 MPH		30 - 39 MPH		30 - 39 MPH
15th Percentile / Critical Speed: 25 MPH		27 MPH		26 MPH	
50th Percentile / Critical Speed: 32 MPH		34 MPH		33 MPH	
85th Percentile / Critical Speed: 37 MPH		41 MPH		40 MPH	

Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
SB	NB	Northbound	Southbound	VEH.			
65	0			0			
64	0			0			
63	0			0			
62	0			0			
61	0			0			
60	0			0			
59	0			0			
58	0			0			
57	0			0			
56	0			0			
55	0			0			
54	0			0			
53	0			0			
52	0			0			
51	0			0			
50	0			0			
49	0			0			
48	3			3			
47	1			2			
46	3			3			
45	2			3			
44	2			4			
43	5			8			
42	4			9			
41	5			5			
40	3			7			
39	3			9			
38	2			5			
37	4			7			
36	2			6			
35	3			7			
34	0			3			
33	1			4			
32	1			2			
31	0			3			
30	0			1			
29	0			0			
28	0			0			
27	1			1			
26	0			1			
25	4			5			
24	0			0			
23	0			1			
22	0			0			
21	1			1			
20	0			0			
19	0			0			
18	0			0			
17	0			0			
16	0			0			
15	0			0			
Total	50	GRAND TOTALS		100			

Location:		Sunset Avenue
Between:	Wilson Street - Ramsey Street	
Weather:	Clear	
Date:	4/27/17	
Time From:	1:55	
Time To:	2:15	
Existing Speed Limit:	N / P MPH	

Northbound Statistics		Southbound Statistics		Combined Statistics	
% Over Pace:	8%		8%		11%
% In Pace:	70%		66%		67%
% Under Pace:	22%		26%		22%
Average Speed:	37 MPH		39 MPH		38 MPH
Pace Speed:	34 - 43 MPH		37 - 46 MPH		35 - 44 MPH
15th Percentile / Critical Speed:	32 MPH		31 MPH		32 MPH
50th Percentile / Critical Speed:	40 MPH		37 MPH		38 MPH
85th Percentile / Critical Speed:	44 MPH		41 MPH		42 MPH

Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
EB	WB	Eastbound	Westbound	VEH.			
65	0						0
64	0						0
63	0						0
62	0						0
61	0						0
60	0						0
59	0						0
58	0						0
57	0						1
56	1						1
55	0						0
54	0						0
53	0						0
52	0						0
51	1						2
50	1						3
49	0						0
48	0						1
47	1						2
46	1						5
45	2						4
44	2						3
43	0						4
42	2						6
41	3						7
40	4						9
39	6						9
38	5						6
37	5						5
36	3						4
35	1						1
34	0						5
33	4						2
32	1						4
31	2						5
30	2						1
29	1						1
28	0						1
27	1						1
26	1						0
25	0						0
24	0						0
23	0						0
22	0						0
21	0						0
20	0						0
19	0						0
18	0						0
17	0						0
16	0						0
15	0						0
Total	50						100

Location:		Westward Avenue	
Between:	Sunset Avenue - San Geronio Avenue		
Weather:	Clear		
Date:	5/3/17		
Time From:	9:40		
Time To:	11:55		
Existing Speed Limit:	35 MPH		

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	12%		18%		11%
% In Pace:	58%		66%		59%
% Under Pace:	30%		16%		30%
Average Speed:	41 MPH		38 MPH		39 MPH
Pace Speed:	38 - 47 MPH		33 - 42 MPH		37 - 46 MPH
15th Percentile / Critical Speed:	31 MPH		32 MPH		32 MPH
50th Percentile / Critical Speed:	37 MPH		40 MPH		38 MPH
85th Percentile / Critical Speed:	43 MPH		45 MPH		45 MPH

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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.	
EB	WB	Eastbound	Westbound				
65	0						0
64	0						0
63	0						0
62	0						0
61	0						0
60	0						0
59	0						0
58	0						0
57	0						0
56	0						0
55	0						0
54	0						0
53	0						0
52	0						0
51	0						0
50	0						0
49	0						0
48	0						0
47	0						0
46	0						0
45	0						0
44	0						0
43	0						0
42	1						1
41	0						0
40	1						1
39	1						1
38	1						1
37	4						8
36	1						2
35	1						2
34	5						8
33	4						6
32	3						6
31	3						7
30	4						10
29	3						6
28	2						3
27	5						5
26	1						5
25	2						7
24	3						3
23	1						3
22	1						3
21	2						0
20	0						0
19	1						4
18	0						2
17	0						1
16	0						0
15	0						0
14	0						0
13	0						0
12	0						0
11	0						0
10	0						0
9	0						0
8	0						0
7	0						0
6	0						0
5	0						0
4	0						0
3	0						0
2	0						0
1	0						0
0	0						0
Total		50	50	GRAND TOTALS			100

Location:	Williams Street
Between:	Sunset Avenue - Hathaway Street
Weather:	Clear
Date:	5/3/17
Time From:	10:45
Time To:	11:55
Existing Speed Limit:	25 MPH

% Over Pace:	16%	Westbound Statistics	20%	Combined Statistics	18%
% In Pace:	62%		64%		63%
% Under Pace:	22%		16%		19%
Average Speed:	29 MPH		30 MPH		30 MPH
Pace Speed:	25 - 34 MPH		25 - 34 MPH		25 - 34 MPH
15th Percentile / Critical Speed:	23 MPH		21 MPH		22 MPH
50th Percentile / Critical Speed:	30 MPH		29 MPH		29 MPH
85th Percentile / Critical Speed:	36 MPH		34 MPH		35 MPH


 Radar Survey Conducted By:
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City of Banning
Radar Speed Survey[illegible]

City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
EB	WB	Eastbound	Westbound	VEH.			
65	0	0	0	65			0
64	0	0	0	64			0
63	0	0	0	63			0
62	0	0	0	62			0
61	0	0	0	61			0
60	0	0	0	60			0
59	0	0	0	59			0
58	0	0	0	58			0
57	0	0	0	57			0
56	0	0	0	56			0
55	0	0	0	55			0
54	1	0	0	54			1
53	0	0	0	53			0
52	1	1	0	52			2
51	1	1	0	51			2
50	1	2	0	50			3
49	1	2	0	49			3
48	2	2	0	48			4
47	3	2	0	47			5
46	1	2	0	46			3
45	1	5	0	45			6
44	4	1	0	44			5
43	4	3	0	43			7
42	4	1	0	42			5
41	1	4	0	41			5
40	5	4	0	40			9
39	1	3	0	39			4
38	5	2	0	38			7
37	1	3	0	37			4
36	0	4	0	36			4
35	2	1	0	35			3
34	1	2	0	34			3
33	5	0	0	33			5
32	0	3	0	32			3
31	1	0	0	31			1
30	1	0	0	30			1
29	1	2	0	29			3
28	1	0	0	28			1
27	0	0	0	27			0
26	1	0	0	26			1
25	0	0	0	25			0
24	0	0	0	24			0
23	0	0	0	23			0
22	0	0	0	22			0
21	0	0	0	21			0
20	0	0	0	20			0
19	0	0	0	19			0
18	0	0	0	18			0
17	0	0	0	17			0
16	0	0	0	16			0
15	0	0	0	15			0
Total	50	50			GRAND TOTALS		100

Location:	Wilson Street
Between:	Highland Home Road - Sunset Avenue
Weather:	Clear
Date:	4/25/17
Time From:	1:30
Time To:	1:50
Existing Speed Limit:	45 MPH

	Eastbound Statistics	Westbound Statistics	Combined Statistics
% Over Pace:	24%	14%	15%
% In Pace:	60%	58%	56%
% Under Pace:	16%	28%	29%
Average Speed:	41 MPH	40 MPH	41 MPH
Pace Speed:	36 - 45 MPH	38 - 47 MPH	38 - 47 MPH
15th Percentile / Critical Speed:	32 MPH	34 MPH	32 MPH
50th Percentile / Critical Speed:	40 MPH	40 MPH	40 MPH
85th Percentile / Critical Speed:	46 MPH	47 MPH	46 MPH

Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

MPH		Vehicles Surveyed		TOT. VEH.
Speed	WB	Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	1			1
54	0			0
53	0			0
52	1			1
51	0			0
50	1			1
49	3			3
48	2			2
47	3			3
46	4			4
45	5			5
44	4			4
43	7			7
42	5			5
41	5			5
40	3			3
39	3			3
38	0			0
37	1			1
36	0			0
35	2			2
34	0			0
33	0			0
32	0			0
31	0			0
30	0			0
29	0			0
28	0			0
27	0			0
26	0			0
25	0			0
24	0			0
23	0			0
22	0			0
21	0			0
20	0			0
19	0			0
18	0			0
17	0			0
16	0			0
15	0			0
Total	50	GRAND TOTALS		100

Location:	Wilson Street
Between:	Highland Springs Avenue - Highland Home Road
Weather:	Clear
Date:	4/25/17
Time From:	1:10
Time To:	1:30
Existing Speed Limit:	45 MPH

	Eastbound Statistics	Westbound Statistics	Combined Statistics
% Over Pace:	14%	6%	15%
% In Pace:	66%	82%	71%
% Under Pace:	20%	12%	14%
Average Speed:	47 MPH	44 MPH	45 MPH
Pace Speed:	43 - 52 MPH	40 - 49 MPH	41 - 50 MPH
15th Percentile / Critical Speed:	39 MPH	41 MPH	40 MPH
50th Percentile / Critical Speed:	42 MPH	46 MPH	44 MPH
85th Percentile / Critical Speed:	47 MPH	51 MPH	49 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		TOT. VEH.	
EB	WB	Eastbound	Westbound	Eastbound	Westbound	Eastbound	Westbound
65	0						0
64	0						0
63	0						0
62	0						0
61	0						0
60	0						0
59	0						0
58	0						0
57	0						0
56	0						0
55	0						0
54	0						0
53	0						0
52	0						0
51	0						0
50	0						0
49	0						0
48	0						0
47	0						1
46	0						0
45	0						0
44	0						0
43	0						0
42	0						0
41	0						3
40	0						2
39	0						0
38	0						2
37	0						2
36	1						2
35	0						8
34	1						3
33	0						3
32	3						5
31	2						7
30	9						13
29	8						13
28	5						9
27	5						5
26	1						2
25	6						7
24	5						7
23	1						1
22	0						2
21	0						1
20	1						1
19	1						0
18	0						0
17	0						0
16	0						0
15	0						0
14	0						0
13	0						0
12	0						0
11	0						0
10	0						0
9	0						0
8	0						0
7	0						0
6	0						0
5	0						0
4	0						0
3	0						0
2	0						0
1	0						0
0	0						0
Total	50						100

Location:		Wilson Street	
Between:		San Geronio Avenue - Hargrave Street	
Weather:		Clear	
Date:		4/26/17	
Time From:		2:05	
Time To:		3:00	
Existing Speed Limit:		35 MPH	

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	16%		4%		23%
% In Pace:	72%		92%		71%
% Under Pace:	12%		4%		6%
Average Speed:	32 MPH		28 MPH		30 MPH
Pace Speed:	28 - 37 MPH		23 - 32 MPH		24 - 33 MPH
15th Percentile / Critical Speed:	23 MPH		27 MPH		24 MPH
50th Percentile / Critical Speed:	27 MPH		31 MPH		29 MPH
85th Percentile / Critical Speed:	29 MPH		37 MPH		34 MPH

Radar Survey Conducted By:
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City of Banning
Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot.	
EB	WB	Eastbound	Westbound	VEH.	TOT.		
65	0				0		
64	0				0		
63	0				0		
62	0				0		
61	0				0		
60	0				0		
59	0				0		
58	0				0		
57	0				0		
56	0				0		
55	0				0		
54	0				0		
53	2			X	3		
52	2			X	3		
51	4			X	6		
50	4			X	5		
49	2			X	6		
48	4			X	5		
47	5			X	7		
46	6			X	8		
45	2			X	5		
44	5			X	7		
43	2			X	5		
42	1			X	5		
41	2			X	3		
40	1			X	4		
39	2			X	5		
38	2			X	2		
37	1			X	4		
36	1			X	1		
35	0			X	2		
34	1			X	2		
33	0			X	2		
32	0			X	1		
31	1			X	0		
30	0			X	0		
29	0			X	1		
28	0			X	0		
27	0			X	0		
26	0			X	0		
25	0			X	0		
24	0			X	0		
23	0			X	0		
22	0			X	0		
21	0			X	0		
20	0			X	0		
19	0			X	0		
18	0			X	0		
17	0			X	0		
16	0			X	0		
15	0			X	0		
Total	50	GRAND TOTALS		100			

Location:		Wilson Street	
Between:	Sunset Avenue - 16th Street		
Weather:	Clear		
Date:	4/25/17		
Time From:	1:50		
Time To:	2:10		
Existing Speed Limit:	45 MPH		

Eastbound Statistics		Westbound Statistics		Combined Statistics	
% Over Pace:	10%		0%		6%
% In Pace:	56%		72%		61%
% Under Pace:	34%		28%		33%
Average Speed:	42 MPH		45 MPH		44 MPH
Pace Speed:	40 - 49 MPH		44 - 53 MPH		42 - 51 MPH
15th Percentile / Critical Speed:	38 MPH		34 MPH		36 MPH
50th Percentile / Critical Speed:	45 MPH		41 MPH		43 MPH
85th Percentile / Critical Speed:	50 MPH		48 MPH		49 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267



24-HOUR VEHICLE VOLUMES

Counts Unlimited, Inc.

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City of Banning
8th Street
B/ Gilman Street - Interstate 10
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN001
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		6	33			2	42				
12:15		7	41			4	43				
12:30		8	43			5	47				
12:45		5	32	26	149	4	37	15	169	41	318
01:00		5	34			8	39				
01:15		5	57			4	25				
01:30		3	49			4	36				
01:45		6	37	19	177	3	44	19	144	38	321
02:00		6	39			2	52				
02:15		2	37			3	41				
02:30		2	33			8	47				
02:45		4	48	14	157	4	37	17	177	31	334
03:00		1	47			2	36				
03:15		5	34			7	38				
03:30		4	43			10	37				
03:45		3	57	13	181	12	57	31	168	44	349
04:00		2	46			9	33				
04:15		5	55			10	47				
04:30		2	44			7	36				
04:45		2	41	11	186	23	47	49	163	60	349
05:00		3	42			21	34				
05:15		5	56			21	49				
05:30		3	63			27	34				
05:45		9	42	20	203	23	45	92	162	112	365
06:00		13	61			21	48				
06:15		7	41			32	34				
06:30		12	42			32	40				
06:45		15	50	47	194	47	31	132	153	179	347
07:00		22	44			50	30				
07:15		20	30			71	30				
07:30		28	41			50	24				
07:45		27	45	97	160	39	32	210	116	307	276
08:00		34	41			40	35				
08:15		21	38			56	28				
08:30		31	47			44	29				
08:45		32	55	118	181	55	20	195	112	313	293
09:00		33	30			55	22				
09:15		25	29			30	18				
09:30		27	46			43	15				
09:45		20	25	105	130	37	23	165	78	270	208
10:00		23	20			35	15				
10:15		32	23			35	15				
10:30		22	19			29	11				
10:45		40	13	117	75	35	11	134	52	251	127
11:00		28	17			34	3				
11:15		26	21			34	14				
11:30		32	10			48	7				
11:45		38	13	124	61	37	6	153	30	277	91
Total		711	1854	711	1854	1212	1524	1212	1524	1923	3378
Combined Total		2565		2565		2736		2736		5301	
AM Peak	-	10:45	-	-	-	06:45	-	-	-	-	-
Vol.	-	126	-	-	-	218	-	-	-	-	-
P.H.F.		0.788				0.768					
PM Peak	-	-	05:15	-	-	-	01:45	-	-	-	-
Vol.	-	-	222	-	-	-	184	-	-	-	-
P.H.F.			0.881				0.885				
Percentage		27.7%	72.3%			44.3%	55.7%				
ADT/AADT		ADT 5,301	AADT 5,301								

Counts Unlimited, Inc.

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City of Banning
22nd Street
B/ Ramsey Street - Westward Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN002
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		4	18			6	13				
12:15		4	22			5	19				
12:30		0	10			0	25				
12:45		1	19	9	69	4	16	15	73	24	142
01:00		1	14			3	9				
01:15		5	11			3	14				
01:30		2	19			1	25				
01:45		1	20	9	64	3	12	10	60	19	124
02:00		2	25			3	20				
02:15		2	14			2	23				
02:30		3	19			1	19				
02:45		1	25	8	83	1	21	7	83	15	166
03:00		2	25			1	23				
03:15		5	25			1	21				
03:30		2	19			4	22				
03:45		1	33	10	102	1	26	7	92	17	194
04:00		2	22			1	24				
04:15		2	22			0	11				
04:30		4	31			1	15				
04:45		6	24	14	99	1	22	3	72	17	171
05:00		3	18			1	14				
05:15		6	14			3	32				
05:30		9	23			3	18				
05:45		7	27	25	82	9	22	16	86	41	168
06:00		14	20			5	25				
06:15		5	9			12	13				
06:30		14	15			4	16				
06:45		23	22	56	66	13	18	34	72	90	138
07:00		13	17			18	22				
07:15		29	16			17	14				
07:30		21	6			15	17				
07:45		19	10	82	49	15	17	65	70	147	119
08:00		18	23			15	13				
08:15		14	12			15	9				
08:30		24	6			18	13				
08:45		20	14	76	55	20	12	68	47	144	102
09:00		15	8			22	11				
09:15		11	13			15	10				
09:30		22	2			17	9				
09:45		24	7	72	30	18	5	72	35	144	65
10:00		10	3			15	8				
10:15		19	9			16	6				
10:30		23	6			15	8				
10:45		31	4	83	22	14	6	60	28	143	50
11:00		22	1			19	1				
11:15		27	1			17	5				
11:30		25	1			25	8				
11:45		20	7	94	10	12	2	73	16	167	26
Total		538	731	538	731	430	734	430	734	968	1465
Combined Total		1269		1269		1164		1164		2433	
AM Peak	-	10:45	-	-	-	08:15	-	-	-	-	-
Vol.	-	105	-	-	-	75	-	-	-	-	-
P.H.F.	-	0.847	-	-	-	0.852	-	-	-	-	-
PM Peak	-	-	03:45	-	-	-	05:15	-	-	-	-
Vol.	-	-	108	-	-	-	97	-	-	-	-
P.H.F.	-	-	0.818	-	-	-	0.758	-	-	-	-
Percentage		42.4%	57.6%			36.9%	63.1%				
ADT/AADT		ADT 2,433		AADT 2,433							

Counts Unlimited, Inc.

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City of Banning
Highland Home Road
B/ Wilson Street - Ramsey Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN003
Site Code: 067-17242

Start Time	04-May-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		3	19			0	4				
12:15		4	7			0	3				
12:30		2	12			0	5				
12:45		1	10	10	48	0	8	0	20	10	68
01:00		0	13			0	10				
01:15		0	11			0	12				
01:30		1	11			0	4				
01:45		1	9	2	44	1	5	1	31	3	75
02:00		1	12			0	4				
02:15		0	21			0	6				
02:30		0	16			0	11				
02:45		0	19	1	68	1	6	1	27	2	95
03:00		0	18			0	8				
03:15		2	9			0	8				
03:30		0	8			0	11				
03:45		0	19	2	54	0	10	0	37	2	91
04:00		1	21			0	9				
04:15		0	23			0	8				
04:30		0	20			1	11				
04:45		1	14	2	78	0	11	1	39	3	117
05:00		0	22			0	5				
05:15		2	18			2	7				
05:30		2	17			2	8				
05:45		0	15	4	72	3	6	7	26	11	98
06:00		2	15			1	12				
06:15		1	16			4	4				
06:30		2	21			7	3				
06:45		4	12	9	64	8	7	20	26	29	90
07:00		5	17			12	3				
07:15		11	13			9	7				
07:30		12	5			11	6				
07:45		8	13	36	48	7	6	39	22	75	70
08:00		9	11			9	5				
08:15		16	9			15	3				
08:30		10	10			11	4				
08:45		12	14	47	44	11	1	46	13	93	57
09:00		2	10			14	3				
09:15		15	6			5	0				
09:30		5	8			6	2				
09:45		4	7	26	31	6	3	31	8	57	39
10:00		8	5			7	0				
10:15		10	6			4	4				
10:30		6	6			9	3				
10:45		9	2	33	19	5	3	25	10	58	29
11:00		17	2			11	0				
11:15		8	4			4	0				
11:30		11	5			8	2				
11:45		12	3	48	14	11	1	34	3	82	17
Total		220	584	220	584	205	262	205	262	425	846
Combined Total		804		804		467		467		1271	
AM Peak	-	11:00	-	-	-	08:15	-	-	-	-	-
Vol.	-	48	-	-	-	51	-	-	-	-	-
P.H.F.	-	0.706	-	-	-	0.850	-	-	-	-	-
PM Peak	-	-	03:45	-	-	-	04:00	-	-	-	-
Vol.	-	-	83	-	-	-	39	-	-	-	-
P.H.F.	-	-	0.902	-	-	-	0.886	-	-	-	-
Percentage		27.4%	72.6%			43.9%	56.1%				
ADT/AADT		ADT 1,271	AADT 1,271								

Counts Unlimited, Inc.

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City of Banning
Hathaway Street
B/ Hoffer Street - Ramsey Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN004
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		3	31			2	21				
12:15		3	24			0	22				
12:30		2	23			3	15				
12:45		2	20	10	98	1	16	6	74	16	172
01:00		2	20			1	20				
01:15		4	15			1	18				
01:30		1	16			0	19				
01:45		4	25	11	76	2	13	4	70	15	146
02:00		1	24			2	23				
02:15		0	22			0	23				
02:30		0	27			1	17				
02:45		3	31	4	104	1	26	4	89	8	193
03:00		1	34			1	33				
03:15		1	31			1	29				
03:30		2	23			1	31				
03:45		2	20	6	108	2	27	5	120	11	228
04:00		2	30			4	23				
04:15		1	26			1	13				
04:30		3	30			5	35				
04:45		1	20	7	106	5	42	15	113	22	219
05:00		3	30			4	16				
05:15		3	23			8	27				
05:30		6	28			7	20				
05:45		5	25	17	106	9	12	28	75	45	181
06:00		11	25			7	17				
06:15		10	23			11	14				
06:30		14	28			12	9				
06:45		11	18	46	94	16	12	46	52	92	146
07:00		11	19			22	9				
07:15		32	13			16	7				
07:30		36	8			21	18				
07:45		16	15	95	55	16	14	75	48	170	103
08:00		26	23			21	18				
08:15		26	12			32	21				
08:30		14	23			38	13				
08:45		21	14	87	72	10	18	101	70	188	142
09:00		11	12			11	13				
09:15		18	7			23	9				
09:30		13	12			15	5				
09:45		20	14	62	45	13	8	62	35	124	80
10:00		7	10			16	4				
10:15		15	13			9	2				
10:30		13	7			18	4				
10:45		12	8	47	38	18	6	61	16	108	54
11:00		21	5			25	2				
11:15		14	3			29	2				
11:30		15	7			13	3				
11:45		18	3	68	18	10	0	77	7	145	25
Total		460	920	460	920	484	769	484	769	944	1689
Combined Total		1380		1380		1253		1253		2633	
AM Peak	-	07:15	-	-	-	07:45	-	-	-	-	-
Vol.	-	110	-	-	-	107	-	-	-	-	-
P.H.F.	-	0.764	-	-	-	0.704	-	-	-	-	-
PM Peak	-	-	02:30	-	-	-	03:00	-	-	-	-
Vol.	-	-	123	-	-	-	120	-	-	-	-
P.H.F.	-	-	0.904	-	-	-	0.909	-	-	-	-
Percentage		33.3%	66.7%			38.6%	61.4%				
ADT/AADT		ADT 2,633		AADT 2,633							

Counts Unlimited, Inc.

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City of Banning
Hathaway Street
B/ Lincoln Street - Wesley Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN005
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	8			0	4				
12:15		0	5			1	6				
12:30		0	6			0	12				
12:45		0	0	1	19	0	8	1	30	2	49
01:00		0	6			1	14				
01:15		0	8			0	3				
01:30		1	7			1	4				
01:45		0	9	1	30	2	10	4	31	5	61
02:00		1	6			0	6				
02:15		0	5			0	4				
02:30		0	5			1	10				
02:45		1	14	2	30	0	3	1	23	3	53
03:00		0	11			1	9				
03:15		2	3			0	10				
03:30		3	15			0	10				
03:45		1	9	6	38	1	11	2	40	8	78
04:00		1	6			0	13				
04:15		1	6			0	8				
04:30		0	8			1	8				
04:45		0	7	2	27	4	7	5	36	7	63
05:00		3	6			1	7				
05:15		2	7			0	7				
05:30		1	3			3	3				
05:45		4	6	10	22	3	8	7	25	17	47
06:00		1	7			3	9				
06:15		2	3			3	8				
06:30		5	9			8	5				
06:45		7	7	15	26	9	7	23	29	38	55
07:00		6	13			4	7				
07:15		12	4			7	6				
07:30		6	3			5	6				
07:45		5	3	29	23	2	4	18	23	47	46
08:00		5	4			3	3				
08:15		11	5			4	2				
08:30		11	4			4	3				
08:45		6	3	33	16	4	3	15	11	48	27
09:00		6	2			7	2				
09:15		7	1			3	6				
09:30		8	8			9	8				
09:45		9	2	30	13	7	2	26	18	56	31
10:00		4	0			4	2				
10:15		7	1			10	2				
10:30		6	2			4	1				
10:45		12	0	29	3	5	0	23	5	52	8
11:00		7	0			6	1				
11:15		9	0			5	1				
11:30		8	0			7	2				
11:45		5	0	29	0	9	0	27	4	56	4
Total		187	247	187	247	152	275	152	275	339	522
Combined Total		434		434		427		427		861	
AM Peak	-	10:45	-	-	-	09:30	-	-	-	-	-
Vol.	-	36	-	-	-	30	-	-	-	-	-
P.H.F.	-	0.750	-	-	-	0.750	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	03:15	-	-	-	-
Vol.	-	-	43	-	-	-	44	-	-	-	-
P.H.F.	-	-	0.717	-	-	-	0.786	-	-	-	-
Percentage		43.1%	56.9%			35.6%	64.4%				
ADT/AADT		ADT 861	AADT 861								

Counts Unlimited, Inc.

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City of Banning
Mountain Avenue
B/ Mockingbird Lane - Wilson Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN006
Site Code: 067-17242

Start Time	04-May-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		6	18			1	12				
12:15		1	8			3	7				
12:30		7	24			0	15				
12:45		0	10	14	60	0	17	4	51	18	111
01:00		0	16			0	23				
01:15		0	12			0	17				
01:30		0	15			2	5				
01:45		0	9	0	52	1	17	3	62	3	114
02:00		1	11			2	15				
02:15		3	10			3	12				
02:30		1	10			0	12				
02:45		0	24	5	55	0	18	5	57	10	112
03:00		1	14			0	19				
03:15		0	23			1	14				
03:30		3	16			3	16				
03:45		1	23	5	76	2	17	6	66	11	142
04:00		2	18			2	17				
04:15		2	21			2	15				
04:30		0	33			2	16				
04:45		1	23	5	95	7	24	13	72	18	167
05:00		2	16			3	19				
05:15		0	31			9	19				
05:30		2	19			8	18				
05:45		2	19	6	85	12	19	32	75	38	160
06:00		6	21			7	13				
06:15		6	20			14	8				
06:30		2	17			9	9				
06:45		7	25	21	83	15	11	45	41	66	124
07:00		7	16			24	27				
07:15		6	17			16	13				
07:30		11	17			26	12				
07:45		10	22	34	72	29	11	95	63	129	135
08:00		14	15			16	14				
08:15		13	9			18	12				
08:30		15	17			21	12				
08:45		11	20	53	61	20	10	75	48	128	109
09:00		8	7			16	7				
09:15		12	7			9	10				
09:30		11	8			10	3				
09:45		13	5	44	27	14	9	49	29	93	56
10:00		6	8			16	5				
10:15		12	11			12	7				
10:30		12	6			16	3				
10:45		11	3	41	28	13	1	57	16	98	44
11:00		14	1			8	1				
11:15		12	5			8	3				
11:30		18	2			14	2				
11:45		12	6	56	14	10	1	40	7	96	21
Total		284	708	284	708	424	587	424	587	708	1295
Combined Total		992		992		1011		1011		2003	
AM Peak	-	11:00	-	-	-	07:00	-	-	-	-	-
Vol.	-	56	-	-	-	95	-	-	-	-	-
P.H.F.		0.778				0.819					
PM Peak	-	-	04:30	-	-	-	04:45	-	-	-	-
Vol.	-	-	103	-	-	-	80	-	-	-	-
P.H.F.			0.780				0.833				
Percentage		28.6%	71.4%			41.9%	58.1%				
ADT/AADT		ADT 2,003	AADT 2,003								

Counts Unlimited, Inc.

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City of Banning
Highland Springs Avenue
B/ North City Limit - Oak Valley Parkway
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN007
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		3	79			5	81				
12:15		6	69			2	57				
12:30		5	69			1	70				
12:45		2	82	16	299	0	36	8	244	24	543
01:00		2	59			1	52				
01:15		3	66			3	60				
01:30		1	82			1	41				
01:45		3	86	9	293	0	77	5	230	14	523
02:00		0	103			1	67				
02:15		4	93			1	74				
02:30		4	134			2	52				
02:45		2	131	10	461	4	104	8	297	18	758
03:00		3	96			2	156				
03:15		4	105			8	132				
03:30		3	108			5	95				
03:45		3	96	13	405	7	69	22	452	35	857
04:00		1	99			2	61				
04:15		6	114			7	48				
04:30		9	93			10	64				
04:45		6	89	22	395	4	52	23	225	45	620
05:00		12	78			16	59				
05:15		11	95			24	57				
05:30		22	90			37	69				
05:45		25	79	70	342	37	75	114	260	184	602
06:00		17	89			34	63				
06:15		51	73			47	55				
06:30		70	75			68	70				
06:45		84	55	222	292	88	46	237	234	459	526
07:00		111	61			88	45				
07:15		120	48			117	35				
07:30		69	55			129	38				
07:45		65	58	365	222	117	36	451	154	816	376
08:00		67	40			98	29				
08:15		58	45			69	35				
08:30		43	46			74	25				
08:45		44	38	212	169	70	22	311	111	523	280
09:00		48	39			71	21				
09:15		63	28			56	18				
09:30		57	31			59	11				
09:45		53	33	221	131	65	8	251	58	472	189
10:00		73	25			54	9				
10:15		80	25			42	8				
10:30		54	13			55	4				
10:45		62	22	269	85	74	7	225	28	494	113
11:00		53	9			71	3				
11:15		79	14			80	1				
11:30		84	2			67	7				
11:45		64	11	280	36	61	1	279	12	559	48
Total		1709	3130	1709	3130	1934	2305	1934	2305	3643	5435
Combined Total		4839		4839		4239		4239		9078	
AM Peak	-	06:30	-	-	-	07:15	-	-	-	-	-
Vol.	-	385	-	-	-	461	-	-	-	-	-
P.H.F.	-	0.802	-	-	-	0.893	-	-	-	-	-
PM Peak	-	-	02:30	-	-	-	02:45	-	-	-	-
Vol.	-	-	466	-	-	-	487	-	-	-	-
P.H.F.	-	-	0.869	-	-	-	0.780	-	-	-	-
Percentage		35.3%	64.7%			45.6%	54.4%				
ADT/AADT		ADT 9,078	AADT 9,078								

Counts Unlimited, Inc.

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City of Banning
Highland Springs Avenue
B/ Oak Valley Parkway - Wilson Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN008
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		11	100			5	107				
12:15		10	121			6	135				
12:30		12	101			6	99				
12:45		11	97	44	419	5	118	22	459	66	878
01:00		7	114			3	88				
01:15		5	79			3	95				
01:30		13	84			8	106				
01:45		5	121	30	398	1	106	15	395	45	793
02:00		4	127			1	117				
02:15		4	130			5	121				
02:30		6	141			3	128				
02:45		9	196	23	594	6	107	15	473	38	1067
03:00		5	187			10	151				
03:15		6	161			7	191				
03:30		5	158			17	203				
03:45		5	168	21	674	18	148	52	693	73	1367
04:00		6	170			14	147				
04:15		5	150			12	99				
04:30		9	167			23	112				
04:45		11	145	31	632	27	110	76	468	107	1100
05:00		7	152			22	113				
05:15		13	130			33	112				
05:30		15	152			53	96				
05:45		33	154	68	588	72	124	180	445	248	1033
06:00		35	138			68	115				
06:15		33	149			69	111				
06:30		69	142			87	99				
06:45		89	145	226	574	119	116	343	441	569	1015
07:00		107	112			149	93				
07:15		141	88			155	82				
07:30		139	90			161	69				
07:45		113	87	500	377	229	69	694	313	1194	690
08:00		97	100			190	75				
08:15		101	96			176	54				
08:30		88	83			111	62				
08:45		79	77	365	356	112	60	589	251	954	607
09:00		70	65			119	49				
09:15		69	59			112	43				
09:30		85	53			112	31				
09:45		79	53	303	230	96	27	439	150	742	380
10:00		88	55			109	24				
10:15		97	45			103	24				
10:30		105	45			78	22				
10:45		90	31	380	176	105	16	395	86	775	262
11:00		97	33			114	23				
11:15		96	23			121	9				
11:30		107	20			124	6				
11:45		118	12	418	88	135	16	494	54	912	142
Total		2409	5106	2409	5106	3314	4228	3314	4228	5723	9334
Combined Total		7515		7515		7542		7542		15057	
AM Peak	-	07:00	-	-	-	07:30	-	-	-	-	-
Vol.	-	500	-	-	-	756	-	-	-	-	-
P.H.F.	-	0.887				0.825					
PM Peak	-	-	02:45	-	-	-	03:00	-	-	-	-
Vol.	-	-	702	-	-	-	693	-	-	-	-
P.H.F.	-	-	0.895				0.853				
Percentage		32.1%	67.9%			43.9%	56.1%				
ADT/AADT		ADT 15,057	AADT 15,057								

Counts Unlimited, Inc.

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City of Banning
Highland Springs Avenue
B/ Wilson Street - Sun Lakes Boulevard
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN009
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		15	157			11	173				
12:15		27	143			9	149				
12:30		15	144			8	146				
12:45		15	158	72	602	9	172	37	640	109	1242
01:00		14	176			8	118				
01:15		11	137			3	125				
01:30		15	139			7	148				
01:45		8	171	48	623	4	134	22	525	70	1148
02:00		13	198			6	142				
02:15		9	185			3	144				
02:30		14	184			5	180				
02:45		11	203	47	770	12	190	26	656	73	1426
03:00		8	214			17	204				
03:15		11	189			9	173				
03:30		9	211			26	231				
03:45		9	198	37	812	29	186	81	794	118	1606
04:00		5	215			33	167				
04:15		9	211			38	141				
04:30		11	237			42	169				
04:45		19	180	44	843	56	120	169	597	213	1440
05:00		14	222			43	156				
05:15		14	192			65	143				
05:30		22	227			94	137				
05:45		57	211	107	852	100	145	302	581	409	1433
06:00		53	187			121	147				
06:15		52	171			126	141				
06:30		76	179			156	122				
06:45		106	186	287	723	179	145	582	555	869	1278
07:00		85	190			193	123				
07:15		108	151			191	129				
07:30		108	151			198	102				
07:45		130	146	431	638	233	88	815	442	1246	1080
08:00		151	155			223	94				
08:15		118	155			199	80				
08:30		108	131			172	94				
08:45		120	99	497	540	171	74	765	342	1262	882
09:00		97	109			164	61				
09:15		119	92			146	58				
09:30		112	100			151	46				
09:45		144	86	472	387	153	40	614	205	1086	592
10:00		113	88			160	38				
10:15		134	76			134	30				
10:30		130	68			155	28				
10:45		128	52	505	284	133	17	582	113	1087	397
11:00		140	58			190	23				
11:15		152	44			166	18				
11:30		154	41			144	18				
11:45		164	27	610	170	197	18	697	77	1307	247
Total		3157	7244	3157	7244	4692	5527	4692	5527	7849	12771
Combined Total		10401		10401		10219		10219		20620	
AM Peak	-	11:00	-	-	-	07:30	-	-	-	-	-
Vol.	-	610	-	-	-	853	-	-	-	-	-
P.H.F.	-	0.930	-	-	-	0.915	-	-	-	-	-
PM Peak	-	-	03:45	-	-	-	02:45	-	-	-	-
Vol.	-	-	861	-	-	-	798	-	-	-	-
P.H.F.	-	-	0.908	-	-	-	0.864	-	-	-	-
Percentage		30.4%	69.6%			45.9%	54.1%				
ADT/AADT		ADT 20,620	AADT 20,620								

Counts Unlimited, Inc.

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City of Banning
Highland Springs Avenue
B/ Sun Lakes Boulevard - South City Limit
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN010
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	105			3	87				
12:15		0	94			2	82				
12:30		3	78			3	93				
12:45		1	99	5	376	4	99	12	361	17	737
01:00		2	101			2	103				
01:15		3	76			0	97				
01:30		0	86			2	85				
01:45		1	92	6	355	3	100	7	385	13	740
02:00		0	74			1	76				
02:15		1	91			3	81				
02:30		3	95			1	114				
02:45		0	97	4	357	3	107	8	378	12	735
03:00		1	85			0	109				
03:15		2	88			1	88				
03:30		3	90			3	85				
03:45		5	72	11	335	2	94	6	376	17	711
04:00		12	109			0	87				
04:15		3	86			1	78				
04:30		4	77			0	78				
04:45		7	69	26	341	3	71	4	314	30	655
05:00		11	90			0	78				
05:15		15	72			3	65				
05:30		22	54			6	68				
05:45		33	53	81	269	19	49	28	260	109	529
06:00		22	40			17	66				
06:15		41	36			33	58				
06:30		53	43			51	51				
06:45		64	42	180	161	69	56	170	231	350	392
07:00		66	37			60	47				
07:15		58	27			65	48				
07:30		54	24			60	40				
07:45		69	15	247	103	92	49	277	184	524	287
08:00		61	21			91	34				
08:15		93	16			70	35				
08:30		80	18			77	35				
08:45		93	17	327	72	65	32	303	136	630	208
09:00		100	10			66	25				
09:15		111	11			69	19				
09:30		120	10			64	19				
09:45		96	13	427	44	67	19	266	82	693	126
10:00		119	10			86	16				
10:15		97	8			85	13				
10:30		108	11			67	7				
10:45		113	4	437	33	84	8	322	44	759	77
11:00		96	7			64	9				
11:15		101	2			103	7				
11:30		111	4			83	5				
11:45		108	3	416	16	94	1	344	22	760	38
Total		2167	2462	2167	2462	1747	2773	1747	2773	3914	5235
Combined Total		4629		4629		4520		4520		9149	
AM Peak	-	09:15	-	-	-	11:00	-	-	-	-	-
Vol.	-	446	-	-	-	344	-	-	-	-	-
P.H.F.	-	0.929	-	-	-	0.835	-	-	-	-	-
PM Peak	-	-	12:00	-	-	-	02:30	-	-	-	-
Vol.	-	-	376	-	-	-	418	-	-	-	-
P.H.F.	-	-	0.895	-	-	-	0.917	-	-	-	-
Percentage		46.8%	53.2%			38.7%	61.3%				
ADT/AADT		ADT 9,149		AADT 9,149							

Counts Unlimited, Inc.

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City of Banning
San Geronio Avenue
B/ Lombardy Lane - Wilson Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN011
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		4	8			1	23				
12:15		2	17			1	19				
12:30		1	7			1	12				
12:45		3	13	10	45	4	9	7	63	17	108
01:00		1	17			0	13				
01:15		1	9			3	16				
01:30		2	15			0	22				
01:45		3	16	7	57	0	11	3	62	10	119
02:00		0	8			2	13				
02:15		0	10			0	24				
02:30		1	15			0	13				
02:45		1	24	2	57	3	20	5	70	7	127
03:00		0	21			2	13				
03:15		0	18			0	19				
03:30		0	21			0	29				
03:45		0	21	0	81	0	13	2	74	2	155
04:00		1	20			1	19				
04:15		0	15			1	18				
04:30		0	10			0	10				
04:45		0	14	1	59	5	17	7	64	8	123
05:00		2	17			5	19				
05:15		4	19			1	14				
05:30		4	12			7	11				
05:45		1	17	11	65	4	16	17	60	28	125
06:00		3	11			6	7				
06:15		1	14			7	11				
06:30		5	13			13	8				
06:45		7	20	16	58	11	10	37	36	53	94
07:00		9	9			21	9				
07:15		10	15			17	12				
07:30		8	9			10	8				
07:45		6	7	33	40	13	8	61	37	94	77
08:00		14	7			15	6				
08:15		14	15			17	8				
08:30		9	9			16	6				
08:45		12	1	49	32	12	4	60	24	109	56
09:00		13	7			3	4				
09:15		14	14			8	5				
09:30		9	6			9	3				
09:45		11	7	47	34	4	1	24	13	71	47
10:00		11	4			10	6				
10:15		9	2			12	0				
10:30		9	6			8	1				
10:45		13	6	42	18	10	3	40	10	82	28
11:00		8	8			11	4				
11:15		11	1			13	3				
11:30		8	2			12	5				
11:45		9	3	36	14	22	4	58	16	94	30
Total		254	560	254	560	321	529	321	529	575	1089
Combined Total		814		814		850		850		1664	
AM Peak	-	08:00	-	-	-	06:30	-	-	-	-	-
Vol.	-	49	-	-	-	62	-	-	-	-	-
P.H.F.	-	0.875	-	-	-	0.738	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	02:45	-	-	-	-
Vol.	-	-	84	-	-	-	81	-	-	-	-
P.H.F.	-	-	0.875	-	-	-	0.698	-	-	-	-
Percentage		31.2%	68.8%			37.8%	62.2%				
ADT/AADT		ADT 1,664	AADT 1,664								

Counts Unlimited, Inc.

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City of Banning
San Geronio Avenue
B/ Wilson Street - Ramsey Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN012
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	16			0	39				
12:15		2	19			1	29				
12:30		0	28			1	21				
12:45		1	20	4	83	1	24	3	113	7	196
01:00		1	21			0	21				
01:15		1	29			1	23				
01:30		3	42			0	33				
01:45		2	29	7	121	0	26	1	103	8	224
02:00		1	29			0	20				
02:15		0	23			0	22				
02:30		1	70			1	31				
02:45		0	69	2	191	1	38	2	111	4	302
03:00		1	58			1	75				
03:15		0	33			0	51				
03:30		0	37			1	43				
03:45		1	38	2	166	0	38	2	207	4	373
04:00		2	37			1	26				
04:15		0	34			4	41				
04:30		1	43			2	22				
04:45		1	44	4	158	4	36	11	125	15	283
05:00		2	44			4	31				
05:15		5	46			3	31				
05:30		2	59			9	53				
05:45		1	32	10	181	5	45	21	160	31	341
06:00		6	25			7	30				
06:15		8	23			11	34				
06:30		17	22			18	28				
06:45		19	26	50	96	29	24	65	116	115	212
07:00		41	30			40	30				
07:15		55	16			52	34				
07:30		24	6			23	21				
07:45		17	15	137	67	26	12	141	97	278	164
08:00		22	14			47	7				
08:15		28	17			42	8				
08:30		33	12			42	10				
08:45		23	6	106	49	33	5	164	30	270	79
09:00		21	10			15	6				
09:15		26	17			17	7				
09:30		23	1			18	6				
09:45		18	14	88	42	21	4	71	23	159	65
10:00		24	2			13	7				
10:15		20	4			18	3				
10:30		26	3			22	1				
10:45		29	9	99	18	25	5	78	16	177	34
11:00		21	3			26	3				
11:15		20	3			16	3				
11:30		26	3			28	0				
11:45		26	2	93	11	29	1	99	7	192	18
Total		602	1183	602	1183	658	1108	658	1108	1260	2291
Combined Total		1785		1785		1766		1766		3551	
AM Peak	-	06:45	-	-	-	08:00	-	-	-	-	-
Vol.	-	139	-	-	-	164	-	-	-	-	-
P.H.F.	-	0.632	-	-	-	0.872	-	-	-	-	-
PM Peak	-	-	02:30	-	-	-	02:45	-	-	-	-
Vol.	-	-	230	-	-	-	207	-	-	-	-
P.H.F.	-	-	0.821	-	-	-	0.690	-	-	-	-
Percentage		33.7%	66.3%			37.3%	62.7%				
ADT/AADT		ADT 3,551		AADT 3,551							

Counts Unlimited, Inc.

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City of Banning
San Geronio Avenue
B/ Ramsey Street - Lincoln Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN013
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	18			0	22				
12:15		2	15			0	22				
12:30		4	28			3	25				
12:45		1	17	7	78	1	20	4	89	11	167
01:00		0	24			0	16				
01:15		2	24			1	20				
01:30		1	34			1	27				
01:45		0	19	3	101	2	27	4	90	7	191
02:00		0	19			1	15				
02:15		0	20			0	31				
02:30		0	85			0	39				
02:45		0	78	0	202	0	12	1	97	1	299
03:00		0	29			0	47				
03:15		0	26			0	30				
03:30		0	22			0	18				
03:45		0	22	0	99	0	20	0	115	0	214
04:00		3	22			3	21				
04:15		1	31			2	22				
04:30		1	28			0	22				
04:45		0	17	5	98	3	24	8	89	13	187
05:00		1	29			2	23				
05:15		2	23			2	23				
05:30		3	22			14	27				
05:45		2	19	8	93	2	23	20	96	28	189
06:00		6	12			8	11				
06:15		14	18			8	13				
06:30		17	22			13	11				
06:45		25	13	62	65	26	17	55	52	117	117
07:00		62	19			61	18				
07:15		83	10			70	17				
07:30		24	10			18	14				
07:45		19	8	188	47	13	14	162	63	350	110
08:00		20	6			15	6				
08:15		30	17			13	9				
08:30		33	10			21	5				
08:45		6	7	89	40	18	4	67	24	156	64
09:00		11	7			10	6				
09:15		20	8			12	4				
09:30		17	0			15	2				
09:45		8	4	56	19	7	5	44	17	100	36
10:00		20	3			11	3				
10:15		10	2			13	6				
10:30		13	2			18	6				
10:45		18	3	61	10	12	7	54	22	115	32
11:00		18	1			13	2				
11:15		22	2			7	1				
11:30		20	0			17	1				
11:45		24	3	84	6	14	3	51	7	135	13
Total		563	858	563	858	470	761	470	761	1033	1619
Combined Total		1421		1421		1231		1231		2652	
AM Peak	-	06:45	-	-	-	06:45	-	-	-	-	-
Vol.	-	194	-	-	-	175	-	-	-	-	-
P.H.F.	-	0.584	-	-	-	0.625	-	-	-	-	-
PM Peak	-	-	02:30	-	-	-	02:15	-	-	-	-
Vol.	-	-	218	-	-	-	129	-	-	-	-
P.H.F.	-	-	0.641	-	-	-	0.686	-	-	-	-
Percentage		39.6%	60.4%			38.2%	61.8%				
ADT/AADT		ADT 2,652	AADT 2,652								

Counts Unlimited, Inc.

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City of Banning
Sunset Avenue
B/ Wilson Street - Ramsey Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN014
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		11	44			5	56				
12:15		8	60			4	56				
12:30		5	57			8	59				
12:45		4	61	28	222	7	49	24	220	52	442
01:00		7	54			4	55				
01:15		3	57			2	53				
01:30		2	46			2	51				
01:45		5	34	17	191	3	44	11	203	28	394
02:00		1	54			0	57				
02:15		3	66			2	38				
02:30		2	42			3	48				
02:45		4	57	10	219	4	57	9	200	19	419
03:00		1	68			1	64				
03:15		0	59			2	64				
03:30		0	70			6	41				
03:45		2	54	3	251	8	59	17	228	20	479
04:00		2	78			7	57				
04:15		4	71			9	59				
04:30		4	73			13	50				
04:45		6	75	16	297	18	52	47	218	63	515
05:00		5	67			16	57				
05:15		5	78			18	41				
05:30		8	77			27	68				
05:45		14	73	32	295	30	55	91	221	123	516
06:00		11	53			37	49				
06:15		22	59			41	42				
06:30		17	68			53	38				
06:45		14	61	64	241	42	35	173	164	237	405
07:00		19	48			51	48				
07:15		15	48			68	50				
07:30		26	49			57	35				
07:45		26	53	86	198	57	33	233	166	319	364
08:00		28	40			46	28				
08:15		35	32			58	23				
08:30		33	37			62	32				
08:45		48	29	144	138	63	24	229	107	373	245
09:00		33	46			59	22				
09:15		39	45			57	26				
09:30		33	35			59	10				
09:45		50	35	155	161	60	16	235	74	390	235
10:00		30	28			49	12				
10:15		32	25			40	16				
10:30		49	18			40	15				
10:45		49	15	160	86	55	10	184	53	344	139
11:00		50	14			55	12				
11:15		38	8			46	8				
11:30		42	8			47	5				
11:45		48	15	178	45	53	5	201	30	379	75
Total		893	2344	893	2344	1454	1884	1454	1884	2347	4228
Combined Total		3237		3237		3338		3338		6575	
AM Peak	-	10:30	-	-	-	08:15	-	-	-	-	-
Vol.	-	186	-	-	-	242	-	-	-	-	-
P.H.F.	-	0.930	-	-	-	0.890	-	-	-	-	-
PM Peak	-	-	04:00	-	-	-	02:30	-	-	-	-
Vol.	-	-	297	-	-	-	233	-	-	-	-
P.H.F.	-	-	0.952	-	-	-	0.910	-	-	-	-
Percentage		27.6%	72.4%			43.6%	56.4%				
ADT/AADT		ADT 6,575	AADT 6,575								

Counts Unlimited, Inc.

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City of Banning
Sunset Avenue
B/ Ramsey Street - Westward Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN015
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	24			2	34				
12:15		2	23			5	45				
12:30		1	27			2	40				
12:45		1	35	4	109	0	36	9	155	13	264
01:00		1	30			4	29				
01:15		3	29			0	31				
01:30		0	23			4	29				
01:45		4	50	8	132	3	47	11	136	19	268
02:00		3	34			2	27				
02:15		0	33			1	26				
02:30		2	25			2	43				
02:45		1	38	6	130	0	35	5	131	11	261
03:00		2	30			0	37				
03:15		1	34			1	46				
03:30		2	21			0	42				
03:45		6	29	11	114	3	44	4	169	15	283
04:00		6	33			1	52				
04:15		8	41			4	44				
04:30		5	22			1	39				
04:45		6	30	25	126	1	42	7	177	32	303
05:00		10	30			3	39				
05:15		10	27			3	45				
05:30		8	30			6	30				
05:45		10	17	38	104	11	39	23	153	61	257
06:00		17	27			10	35				
06:15		17	18			7	33				
06:30		20	22			14	32				
06:45		23	33	77	100	19	36	50	136	127	236
07:00		33	22			33	35				
07:15		44	21			31	34				
07:30		29	25			26	23				
07:45		26	20	132	88	25	22	115	114	247	202
08:00		31	21			30	24				
08:15		22	10			36	27				
08:30		34	26			30	27				
08:45		27	12	114	69	29	15	125	93	239	162
09:00		28	21			25	24				
09:15		37	12			23	18				
09:30		30	11			26	22				
09:45		29	10	124	54	33	11	107	75	231	129
10:00		37	5			17	10				
10:15		24	7			25	13				
10:30		39	4			39	17				
10:45		33	4	133	20	34	10	115	50	248	70
11:00		26	1			28	6				
11:15		22	4			29	5				
11:30		32	5			30	8				
11:45		29	3	109	13	31	7	118	26	227	39
Total		781	1059	781	1059	689	1415	689	1415	1470	2474
Combined Total		1840		1840		2104		2104		3944	
AM Peak	-	09:15	-	-	-	10:30	-	-	-	-	-
Vol.	-	133	-	-	-	130	-	-	-	-	-
P.H.F.	-	0.756	-	-	-	0.833	-	-	-	-	-
PM Peak	-	-	01:45	-	-	-	03:15	-	-	-	-
Vol.	-	-	142	-	-	-	184	-	-	-	-
P.H.F.	-	-	0.710	-	-	-	0.885	-	-	-	-
Percentage		42.4%	57.6%			32.7%	67.3%				
ADT/AADT		ADT 3,944	AADT 3,944								

Counts Unlimited, Inc.

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City of Banning
Hargrave Street
B/ Wilson Street - Ramsey Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN016
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		14	40			8	31				
12:15		13	41			8	40				
12:30		8	37			7	40				
12:45		8	42	43	160	10	40	33	151	76	311
01:00		6	45			4	35				
01:15		5	48			4	59				
01:30		4	35			10	43				
01:45		5	39	20	167	6	51	24	188	44	355
02:00		6	58			2	43				
02:15		4	49			6	66				
02:30		3	43			3	62				
02:45		3	85	16	235	14	46	25	217	41	452
03:00		3	70			6	50				
03:15		3	67			4	81				
03:30		3	70			7	56				
03:45		5	57	14	264	10	62	27	249	41	513
04:00		0	52			14	59				
04:15		1	63			13	55				
04:30		3	58			17	50				
04:45		2	62	6	235	18	48	62	212	68	447
05:00		6	66			27	42				
05:15		5	70			35	36				
05:30		9	65			39	41				
05:45		6	56	26	257	40	50	141	169	167	426
06:00		6	53			42	57				
06:15		8	52			45	51				
06:30		18	56			59	40				
06:45		24	61	56	222	51	29	197	177	253	399
07:00		30	60			55	45				
07:15		48	51			72	43				
07:30		46	38			58	37				
07:45		37	51	161	200	55	41	240	166	401	366
08:00		38	45			54	38				
08:15		50	50			61	36				
08:30		42	54			72	32				
08:45		41	40	171	189	78	34	265	140	436	329
09:00		38	36			59	30				
09:15		42	44			56	30				
09:30		25	33			45	17				
09:45		22	38	127	151	25	22	185	99	312	250
10:00		33	40			35	25				
10:15		28	33			36	21				
10:30		31	24			30	20				
10:45		38	23	130	120	33	15	134	81	264	201
11:00		35	23			53	17				
11:15		29	21			37	10				
11:30		30	20			36	12				
11:45		33	19	127	83	50	13	176	52	303	135
Total		897	2283	897	2283	1509	1901	1509	1901	2406	4184
Combined Total		3180		3180		3410		3410		6590	
AM Peak	-	07:30	-	-	-	08:15	-	-	-	-	-
Vol.	-	171	-	-	-	270	-	-	-	-	-
P.H.F.	-	0.855				0.865					
PM Peak	-	-	02:45	-	-	-	03:15	-	-	-	-
Vol.	-	-	292	-	-	-	258	-	-	-	-
P.H.F.	-	-	0.859			-	0.796				
Percentage		28.2%	71.8%			44.3%	55.7%				
ADT/AADT		ADT 6,590	AADT 6,590								

Counts Unlimited, Inc.

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City of Banning
Hargrave Street
B/ Ramsey Street - Wesley Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN017
Site Code: 067-17242

Start Time	02-May-17 Tue	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		8	50			13	42				
12:15		5	36			6	41				
12:30		7	48			7	30				
12:45		8	48	28	182	7	40	33	153	61	335
01:00		6	41			3	30				
01:15		5	55			5	38				
01:30		1	53			7	33				
01:45		7	44	19	193	8	41	23	142	42	335
02:00		2	52			9	44				
02:15		3	41			0	46				
02:30		6	41			3	52				
02:45		7	86	18	220	4	55	16	197	34	417
03:00		4	63			2	49				
03:15		5	60			7	50				
03:30		10	60			4	58				
03:45		8	72	27	255	6	48	19	205	46	460
04:00		7	54			3	58				
04:15		3	71			6	52				
04:30		3	63			9	34				
04:45		6	65	19	253	9	74	27	218	46	471
05:00		15	49			6	41				
05:15		12	50			14	72				
05:30		21	37			39	50				
05:45		29	57	77	193	39	47	98	210	175	403
06:00		31	50			11	48				
06:15		59	42			36	43				
06:30		59	76			27	41				
06:45		56	62	205	230	59	41	133	173	338	403
07:00		41	41			48	30				
07:15		81	53			96	29				
07:30		49	36			54	31				
07:45		59	37	230	167	32	33	230	123	460	290
08:00		50	29			44	24				
08:15		56	37			30	27				
08:30		49	44			38	23				
08:45		34	19	189	129	28	21	140	95	329	224
09:00		30	11			48	15				
09:15		35	17			28	23				
09:30		25	28			42	17				
09:45		37	18	127	74	36	17	154	72	281	146
10:00		42	10			31	8				
10:15		36	11			38	14				
10:30		33	11			32	11				
10:45		36	14	147	46	42	10	143	43	290	89
11:00		43	11			38	12				
11:15		57	6			38	5				
11:30		49	3			44	11				
11:45		46	9	195	29	38	9	158	37	353	66
Total		1281	1971	1281	1971	1174	1668	1174	1668	2455	3639
Combined Total		3252		3252		2842		2842		6094	
AM Peak	-	07:15	-	-	-	06:45	-	-	-	-	-
Vol.	-	239	-	-	-	257	-	-	-	-	-
P.H.F.	-	0.738				0.669					
PM Peak	-	-	02:45	-	-	-	04:45	-	-	-	-
Vol.	-	-	269	-	-	-	237	-	-	-	-
P.H.F.	-	-	0.782			-	0.801				
Percentage		39.4%	60.6%			41.3%	58.7%				
ADT/AADT		ADT 6,094	AADT 6,094								

Counts Unlimited, Inc.

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City of Banning
Omar Street
B/ Ramsey Street - Wilson Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN018
Site Code: 067-17242

Start Time	04-May-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	10			0	7				
12:15		1	9			0	4				
12:30		2	8			0	5				
12:45		1	4	5	31	0	5	0	21	5	52
01:00		0	7			1	3				
01:15		0	8			0	6				
01:30		0	2			0	3				
01:45		1	5	1	22	0	2	1	14	2	36
02:00		1	9			0	5				
02:15		1	5			0	9				
02:30		0	11			2	7				
02:45		1	5	3	30	0	8	2	29	5	59
03:00		0	12			1	6				
03:15		0	6			0	5				
03:30		0	8			0	8				
03:45		0	11	0	37	1	7	2	26	2	63
04:00		0	13			2	9				
04:15		1	9			2	4				
04:30		0	6			1	4				
04:45		0	14	1	42	0	7	5	24	6	66
05:00		1	9			0	8				
05:15		0	10			2	6				
05:30		1	12			2	6				
05:45		0	11	2	42	2	5	6	25	8	67
06:00		1	6			2	2				
06:15		2	6			9	6				
06:30		4	6			2	4				
06:45		3	8	10	26	11	5	24	17	34	43
07:00		3	5			3	8				
07:15		3	15			9	6				
07:30		9	8			14	3				
07:45		3	14	18	42	8	6	34	23	52	65
08:00		2	9			5	2				
08:15		5	3			4	4				
08:30		2	9			8	4				
08:45		4	6	13	27	11	3	28	13	41	40
09:00		11	8			5	0				
09:15		6	1			4	1				
09:30		7	2			10	3				
09:45		4	6	28	17	6	3	25	7	53	24
10:00		4	2			3	1				
10:15		3	3			5	3				
10:30		3	2			5	1				
10:45		8	3	18	10	8	0	21	5	39	15
11:00		3	0			2	2				
11:15		2	1			6	0				
11:30		9	1			4	1				
11:45		10	0	24	2	8	1	20	4	44	6
Total		123	328	123	328	168	208	168	208	291	536
Combined Total		451		451		376		376		827	
AM Peak	-	08:45	-	-	-	06:45	-	-	-	-	-
Vol.	-	28	-	-	-	37	-	-	-	-	-
P.H.F.	-	0.636	-	-	-	0.661	-	-	-	-	-
PM Peak	-	-	07:15	-	-	-	02:15	-	-	-	-
Vol.	-	-	46	-	-	-	30	-	-	-	-
P.H.F.	-	-	0.767	-	-	-	0.833	-	-	-	-
Percentage		27.3%	72.7%			44.7%	55.3%				
ADT/AADT		ADT 827		AADT 827							

Counts Unlimited, Inc.

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City of Banning
Alessandro Road
B/ Repplier Street - Wilson Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN019
Site Code: 067-17242

Start Time	04-May-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		2	11			0	11				
12:15		2	13			4	11				
12:30		3	14			4	13				
12:45		0	14	7	52	0	8	8	43	15	95
01:00		1	17			0	10				
01:15		2	12			0	10				
01:30		2	21			0	15				
01:45		1	13	6	63	2	27	2	62	8	125
02:00		2	19			4	14				
02:15		0	13			0	13				
02:30		0	11			1	7				
02:45		1	12	3	55	3	19	8	53	11	108
03:00		2	18			2	23				
03:15		1	23			0	18				
03:30		0	22			2	12				
03:45		1	23	4	86	2	14	6	67	10	153
04:00		0	23			2	18				
04:15		1	22			0	14				
04:30		1	16			4	4				
04:45		0	13	2	74	1	7	7	43	9	117
05:00		0	11			8	14				
05:15		0	20			6	13				
05:30		1	25			7	9				
05:45		1	21	2	77	10	22	31	58	33	135
06:00		3	22			7	20				
06:15		2	22			9	9				
06:30		5	13			11	17				
06:45		3	14	13	71	12	10	39	56	52	127
07:00		2	18			21	6				
07:15		8	11			43	8				
07:30		25	13			36	5				
07:45		25	4	60	46	16	19	116	38	176	84
08:00		3	17			15	8				
08:15		3	16			16	11				
08:30		10	12			19	6				
08:45		10	13	26	58	22	7	72	32	98	90
09:00		16	10			18	8				
09:15		4	14			12	12				
09:30		11	8			18	7				
09:45		5	9	36	41	12	8	60	35	96	76
10:00		11	12			14	4				
10:15		9	13			13	1				
10:30		13	6			8	3				
10:45		8	7	41	38	10	3	45	11	86	49
11:00		11	4			14	5				
11:15		7	9			21	4				
11:30		11	7			15	2				
11:45		11	4	40	24	5	0	55	11	95	35
Total		240	685	240	685	449	509	449	509	689	1194
Combined Total		925		925		958		958		1883	
AM Peak	-	07:15	-	-	-	07:00	-	-	-	-	-
Vol.	-	61	-	-	-	116	-	-	-	-	-
P.H.F.	-	0.610	-	-	-	0.674	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	02:45	-	-	-	-
Vol.	-	-	91	-	-	-	72	-	-	-	-
P.H.F.	-	-	0.989	-	-	-	0.667	-	-	-	-
Percentage		25.9%	74.1%			46.9%	53.1%				
ADT/AADT		ADT 1,883	AADT 1,883								

Counts Unlimited, Inc.

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City of Banning
Alessandro Road
B/ Ramsey Street - Wilson Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN020
Site Code: 067-17242

Start Time	04-May-17 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		3	23			2	10				
12:15		1	13			3	14				
12:30		5	29			3	16				
12:45		1	13	10	78	2	17	10	57	20	135
01:00		2	22			0	14				
01:15		3	16			1	22				
01:30		1	14			1	25				
01:45		0	34	6	86	0	46	2	107	8	193
02:00		0	12			3	21				
02:15		0	26			0	24				
02:30		1	15			1	12				
02:45		1	19	2	72	0	18	4	75	6	147
03:00		1	25			3	18				
03:15		1	30			0	23				
03:30		0	17			1	16				
03:45		1	19	3	91	2	24	6	81	9	172
04:00		0	29			2	12				
04:15		2	22			3	18				
04:30		0	19			1	11				
04:45		0	13	2	83	5	10	11	51	13	134
05:00		0	25			9	9				
05:15		1	19			7	5				
05:30		4	20			6	13				
05:45		1	22	6	86	8	10	30	37	36	123
06:00		3	21			4	18				
06:15		3	12			10	14				
06:30		4	14			11	8				
06:45		7	15	17	62	11	13	36	53	53	115
07:00		15	12			42	8				
07:15		26	14			74	8				
07:30		44	11			79	12				
07:45		12	6	97	43	16	11	211	39	308	82
08:00		8	17			10	6				
08:15		10	12			23	7				
08:30		19	10			19	5				
08:45		22	11	59	50	20	9	72	27	131	77
09:00		8	9			16	15				
09:15		9	12			12	6				
09:30		7	9			21	4				
09:45		10	10	34	40	18	4	67	29	101	69
10:00		18	11			20	4				
10:15		10	9			13	5				
10:30		11	9			10	3				
10:45		11	8	50	37	5	5	48	17	98	54
11:00		7	4			20	5				
11:15		14	6			11	3				
11:30		10	1			16	4				
11:45		12	6	43	17	15	3	62	15	105	32
Total		329	745	329	745	559	588	559	588	888	1333
Combined Total		1074		1074		1147		1147		2221	
AM Peak	-	07:00	-	-	-	07:00	-	-	-	-	-
Vol.	-	97	-	-	-	211	-	-	-	-	-
P.H.F.	-	0.551	-	-	-	0.668	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	01:30	-	-	-	-
Vol.	-	-	95	-	-	-	116	-	-	-	-
P.H.F.	-	-	0.792	-	-	-	0.630	-	-	-	-
Percentage		30.6%	69.4%			48.7%	51.3%				
ADT/AADT		ADT 2,221	AADT 2,221								

Counts Unlimited, Inc.

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City of Banning
Lincoln Street
B/ Sunset Avenue - 22nd Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN021
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	13			1	9				
12:15		1	17			2	7				
12:30		2	20			1	19				
12:45		0	19	3	69	0	19	4	54	7	123
01:00		0	21			0	11				
01:15		0	7			0	13				
01:30		0	20			0	17				
01:45		0	12	0	60	0	18	0	59	0	119
02:00		3	15			1	9				
02:15		1	14			3	16				
02:30		2	25			1	20				
02:45		0	24	6	78	0	18	5	63	11	141
03:00		1	18			0	20				
03:15		4	31			0	13				
03:30		0	15			0	25				
03:45		0	12	5	76	2	24	2	82	7	158
04:00		3	20			0	17				
04:15		2	17			0	16				
04:30		0	18			0	18				
04:45		2	19	7	74	0	18	0	69	7	143
05:00		0	18			7	16				
05:15		5	23			3	20				
05:30		8	17			5	14				
05:45		8	12	21	70	1	14	16	64	37	134
06:00		2	13			7	18				
06:15		9	14			9	14				
06:30		6	12			4	14				
06:45		9	17	26	56	3	11	23	57	49	113
07:00		13	15			7	8				
07:15		13	11			13	10				
07:30		11	6			11	8				
07:45		15	11	52	43	7	6	38	32	90	75
08:00		10	14			15	6				
08:15		18	10			18	12				
08:30		14	6			13	7				
08:45		12	6	54	36	10	9	56	34	110	70
09:00		7	6			8	7				
09:15		6	6			8	3				
09:30		5	8			7	6				
09:45		17	3	35	23	7	4	30	20	65	43
10:00		12	6			10	6				
10:15		22	6			16	1				
10:30		12	2			11	6				
10:45		12	2	58	16	10	2	47	15	105	31
11:00		14	0			15	1				
11:15		14	4			16	1				
11:30		11	2			13	2				
11:45		14	1	53	7	24	2	68	6	121	13
Total		320	608	320	608	289	555	289	555	609	1163
Combined Total		928		928		844		844		1772	
AM Peak	-	09:45	-	-	-	11:00	-	-	-	-	-
Vol.	-	63	-	-	-	68	-	-	-	-	-
P.H.F.	-	0.716	-	-	-	0.708	-	-	-	-	-
PM Peak	-	-	02:30	-	-	-	03:00	-	-	-	-
Vol.	-	-	98	-	-	-	82	-	-	-	-
P.H.F.	-	-	0.790	-	-	-	0.820	-	-	-	-
Percentage		34.5%	65.5%			34.2%	65.8%				
ADT/AADT		ADT 1,772	AADT 1,772								

Counts Unlimited, Inc.

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City of Banning
Lincoln Street
B/ 22nd Street - 8th Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN022
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	15			4	10				
12:15		2	14			0	10				
12:30		1	19			1	19				
12:45		0	14	3	62	0	18	5	57	8	119
01:00		0	15			0	7				
01:15		0	10			0	19				
01:30		2	13			0	21				
01:45		1	13	3	51	0	15	0	62	3	113
02:00		1	9			1	10				
02:15		0	7			1	18				
02:30		1	20			1	16				
02:45		0	18	2	54	0	16	3	60	5	114
03:00		0	9			0	17				
03:15		0	23			0	26				
03:30		1	12			0	23				
03:45		0	13	1	57	0	26	0	92	1	149
04:00		1	12			1	18				
04:15		2	21			1	12				
04:30		3	10			2	21				
04:45		1	10	7	53	0	19	4	70	11	123
05:00		0	15			4	14				
05:15		2	14			4	14				
05:30		8	12			8	12				
05:45		5	16	15	57	3	15	19	55	34	112
06:00		6	12			3	17				
06:15		8	7			8	7				
06:30		7	10			4	10				
06:45		9	8	30	37	10	12	25	46	55	83
07:00		20	16			11	9				
07:15		11	10			16	15				
07:30		11	6			12	9				
07:45		12	5	54	37	9	5	48	38	102	75
08:00		11	9			11	7				
08:15		14	3			15	7				
08:30		13	4			8	7				
08:45		11	4	49	20	16	4	50	25	99	45
09:00		6	7			15	6				
09:15		7	4			8	11				
09:30		10	7			10	8				
09:45		10	1	33	19	9	6	42	31	75	50
10:00		11	1			11	4				
10:15		14	6			9	4				
10:30		20	1			11	4				
10:45		15	1	60	9	14	0	45	12	105	21
11:00		11	1			15	1				
11:15		10	3			17	7				
11:30		17	2			12	2				
11:45		17	1	55	7	22	0	66	10	121	17
Total		312	463	312	463	307	558	307	558	619	1021
Combined Total		775		775		865		865		1640	
AM Peak	-	10:00	-	-	-	11:00	-	-	-	-	-
Vol.	-	60	-	-	-	66	-	-	-	-	-
P.H.F.	-	0.750	-	-	-	0.750	-	-	-	-	-
PM Peak	-	-	02:30	-	-	-	03:15	-	-	-	-
Vol.	-	-	70	-	-	-	93	-	-	-	-
P.H.F.	-	-	0.761	-	-	-	0.894	-	-	-	-
Percentage		40.3%	59.7%			35.5%	64.5%				
ADT/AADT		ADT 1,640	AADT 1,640								

City of Banning
 Lincoln Street
 B/ 8th Street - San Geronio Avenue
 24 Hour Directional Volume Count

Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92878
 Phone: 951-268-6268
 email: counts@countsunlimited.com

BAN023
 Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		7	44			6	55				
12:15		1	51			5	36				
12:30		8	61			3	44				
12:45		4	69	20	225	5	57	19	192	39	417
01:00		3	48			1	71				
01:15		4	49			1	35				
01:30		1	46			0	39				
01:45		6	55	14	198	0	70	2	215	16	413
02:00		2	45			1	64				
02:15		1	53			2	43				
02:30		4	52			4	68				
02:45		6	56	13	206	4	42	11	217	24	423
03:00		8	64			6	51				
03:15		1	63			2	52				
03:30		5	72			1	94				
03:45		7	57	21	256	4	63	13	260	34	516
04:00		2	62			8	58				
04:15		5	50			6	63				
04:30		7	62			6	75				
04:45		10	51	24	225	9	48	29	244	53	469
05:00		14	47			11	48				
05:15		18	70			16	38				
05:30		38	55			13	37				
05:45		59	51	129	223	15	37	55	160	184	383
06:00		38	54			20	37				
06:15		39	41			25	53				
06:30		41	47			47	46				
06:45		38	48	156	190	27	32	119	168	275	358
07:00		43	35			34	35				
07:15		45	45			38	18				
07:30		44	43			65	19				
07:45		40	36	172	159	38	24	175	96	347	255
08:00		28	37			43	30				
08:15		40	33			50	26				
08:30		33	25			37	32				
08:45		41	22	142	117	40	10	170	98	312	215
09:00		38	20			40	20				
09:15		38	28			46	8				
09:30		28	23			37	25				
09:45		36	20	140	91	33	13	156	66	296	157
10:00		50	19			48	13				
10:15		34	19			55	16				
10:30		38	16			55	10				
10:45		52	9	174	63	40	9	198	48	372	111
11:00		38	17			61	5				
11:15		52	10			40	6				
11:30		34	9			42	6				
11:45		50	7	174	43	39	2	182	19	356	62
Total		1179	1996	1179	1996	1129	1783	1129	1783	2308	3779
Combined Total		3175		3175		2912		2912		6087	
AM Peak	-	10:30	-	-	-	10:15	-	-	-	-	-
Vol.	-	180	-	-	-	211	-	-	-	-	-
P.H.F.	-	0.865				0.865					
PM Peak	-	-	03:00	-	-	-	03:30	-	-	-	-
Vol.	-	-	256	-	-	-	278	-	-	-	-
P.H.F.	-	-	0.889			-	0.739				
Percentage		37.1%	62.9%			38.8%	61.2%				
ADT/AADT		ADT 6,087	AADT 6,087								

Counts Unlimited, Inc.

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City of Banning
Lincoln Street
B/ San Geronio Avenue - Hathaway Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN024
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	38			2	27				
12:15		2	34			4	18				
12:30		3	31			3	23				
12:45		4	21	9	124	0	13	9	81	18	205
01:00		1	26			2	21				
01:15		2	31			0	22				
01:30		4	30			0	19				
01:45		3	26	10	113	3	23	5	85	15	198
02:00		0	27			1	19				
02:15		1	28			2	20				
02:30		1	27			0	23				
02:45		1	21	3	103	0	21	3	83	6	186
03:00		2	24			1	25				
03:15		1	21			1	18				
03:30		3	35			1	39				
03:45		2	25	8	105	0	27	3	109	11	214
04:00		2	25			1	15				
04:15		3	29			1	26				
04:30		9	21			1	21				
04:45		10	23	24	98	2	32	5	94	29	192
05:00		14	31			1	25				
05:15		7	35			1	15				
05:30		36	38			5	13				
05:45		37	26	94	130	12	18	19	71	113	201
06:00		17	30			7	19				
06:15		27	26			8	19				
06:30		20	8			14	15				
06:45		40	15	104	79	18	9	47	62	151	141
07:00		18	18			8	12				
07:15		20	19			8	13				
07:30		20	14			17	15				
07:45		19	16	77	67	12	10	45	50	122	117
08:00		21	18			12	7				
08:15		21	16			13	26				
08:30		20	10			16	9				
08:45		30	13	92	57	13	5	54	47	146	104
09:00		15	12			19	6				
09:15		21	6			7	5				
09:30		22	18			21	6				
09:45		19	11	77	47	20	4	67	21	144	68
10:00		22	6			12	7				
10:15		17	7			20	5				
10:30		27	3			20	8				
10:45		18	8	84	24	20	2	72	22	156	46
11:00		21	7			20	4				
11:15		33	7			8	2				
11:30		23	3			27	1				
11:45		33	3	110	20	31	1	86	8	196	28
Total		692	967	692	967	415	733	415	733	1107	1700
Combined Total		1659		1659		1148		1148		2807	
AM Peak	-	05:30	-	-	-	11:00	-	-	-	-	-
Vol.	-	117	-	-	-	86	-	-	-	-	-
P.H.F.	-	0.791	-	-	-	0.694	-	-	-	-	-
PM Peak	-	-	05:00	-	-	-	03:00	-	-	-	-
Vol.	-	-	130	-	-	-	109	-	-	-	-
P.H.F.	-	-	0.855	-	-	-	0.699	-	-	-	-
Percentage		41.7%	58.3%			36.1%	63.9%				
ADT/AADT		ADT 2,807		AADT 2,807							

Counts Unlimited, Inc.

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City of Banning
Ramsey Street
B/ Highland Springs Avenue - Highland Home Road
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN025
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		14	111			4	118				
12:15		12	91			6	115				
12:30		2	107			3	101				
12:45		5	104	33	413	4	115	17	449	50	862
01:00		2	91			4	111				
01:15		1	101			1	109				
01:30		5	96			2	118				
01:45		0	100	8	388	3	133	10	471	18	859
02:00		6	101			4	125				
02:15		3	104			4	114				
02:30		3	116			4	122				
02:45		7	116	19	437	7	119	19	480	38	917
03:00		6	120			0	113				
03:15		2	125			4	121				
03:30		5	119			3	116				
03:45		5	116	18	480	5	115	12	465	30	945
04:00		3	119			10	108				
04:15		1	98			6	115				
04:30		2	112			8	108				
04:45		5	110	11	439	17	88	41	419	52	858
05:00		6	118			4	127				
05:15		8	104			12	95				
05:30		7	101			12	98				
05:45		8	81	29	404	18	101	46	421	75	825
06:00		15	93			19	80				
06:15		14	80			26	103				
06:30		27	99			27	79				
06:45		44	79	100	351	52	67	124	329	224	680
07:00		52	75			40	55				
07:15		49	65			43	64				
07:30		54	66			72	59				
07:45		85	48	240	254	74	46	229	224	469	478
08:00		53	44			82	63				
08:15		66	44			58	46				
08:30		69	63			96	49				
08:45		81	53	269	204	95	36	331	194	600	398
09:00		88	48			87	31				
09:15		87	36			107	35				
09:30		85	41			105	28				
09:45		103	40	363	165	113	18	412	112	775	277
10:00		93	29			108	34				
10:15		87	29			111	21				
10:30		95	19			113	18				
10:45		84	12	359	89	111	18	443	91	802	180
11:00		93	29			124	16				
11:15		104	14			115	8				
11:30		87	11			94	13				
11:45		101	9	385	63	109	7	442	44	827	107
Total		1834	3687	1834	3687	2126	3699	2126	3699	3960	7386
Combined Total		5521		5521		5825		5825		11346	
AM Peak	-	11:00	-	-	-	10:30	-	-	-	-	-
Vol.	-	385	-	-	-	463	-	-	-	-	-
P.H.F.	-	0.925	-	-	-	0.933	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	01:45	-	-	-	-
Vol.	-	-	480	-	-	-	494	-	-	-	-
P.H.F.	-	-	0.960	-	-	-	0.929	-	-	-	-
Percentage		33.2%	66.8%			36.5%	63.5%				
ADT/AADT		ADT 11,346	AADT 11,346								

Counts Unlimited, Inc.

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City of Banning
Ramsey Street
B/ Highland Home Road - Sunset Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN026
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		8	112			1	118				
12:15		6	91			4	110				
12:30		3	77			6	97				
12:45		8	97	25	377	5	104	16	429	41	806
01:00		11	95			4	109				
01:15		6	91			1	106				
01:30		3	101			2	108				
01:45		4	81	24	368	5	124	12	447	36	815
02:00		3	93			4	134				
02:15		3	86			4	111				
02:30		3	101			6	119				
02:45		4	117	13	397	6	111	20	475	33	872
03:00		4	97			1	96				
03:15		2	97			2	113				
03:30		0	102			1	107				
03:45		5	124	11	420	4	119	8	435	19	855
04:00		3	114			10	118				
04:15		1	96			4	106				
04:30		7	97			7	103				
04:45		7	84	18	391	13	88	34	415	52	806
05:00		6	114			2	106				
05:15		9	103			9	95				
05:30		14	82			11	96				
05:45		10	69	39	368	9	81	31	378	70	746
06:00		17	82			17	80				
06:15		20	71			18	93				
06:30		16	74			17	76				
06:45		42	75	95	302	45	68	97	317	192	619
07:00		43	71			33	59				
07:15		50	66			27	64				
07:30		46	59			65	58				
07:45		54	74	193	270	60	57	185	238	378	508
08:00		72	54			70	63				
08:15		56	60			49	37				
08:30		68	61			83	46				
08:45		84	33	280	208	87	38	289	184	569	392
09:00		75	47			88	37				
09:15		87	41			90	33				
09:30		87	33			113	28				
09:45		92	34	341	155	99	22	390	120	731	275
10:00		94	23			96	35				
10:15		92	20			104	15				
10:30		109	25			108	19				
10:45		114	15	409	83	112	21	420	90	829	173
11:00		105	16			99	13				
11:15		98	14			108	10				
11:30		88	11			89	12				
11:45		87	22	378	63	105	7	401	42	779	105
Total		1826	3402	1826	3402	1903	3570	1903	3570	3729	6972
Combined Total		5228		5228		5473		5473		10701	
AM Peak	-	10:30	-	-	-	10:30	-	-	-	-	-
Vol.	-	426	-	-	-	427	-	-	-	-	-
P.H.F.	-	0.934	-	-	-	0.953	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	01:45	-	-	-	-
Vol.	-	-	437	-	-	-	488	-	-	-	-
P.H.F.	-	-	0.881	-	-	-	0.910	-	-	-	-
Percentage		34.9%	65.1%			34.8%	65.2%				
ADT/AADT		ADT 10,701	AADT 10,701								

Counts Unlimited, Inc.

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City of Banning
Ramsey Street
B/ Sunset Avenue - 22nd Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN027
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		5	99			1	113				
12:15		8	82			4	113				
12:30		7	92			7	98				
12:45		4	84	24	357	3	110	15	434	39	791
01:00		3	91			4	95				
01:15		4	84			2	91				
01:30		6	85			4	99				
01:45		1	79	14	339	1	112	11	397	25	736
02:00		5	87			2	104				
02:15		5	88			4	91				
02:30		21	85			1	102				
02:45		15	84	46	344	5	104	12	401	58	745
03:00		5	80			2	95				
03:15		3	74			1	108				
03:30		8	82			3	91				
03:45		11	82	27	318	2	106	8	400	35	718
04:00		0	77			3	107				
04:15		1	76			1	84				
04:30		9	60			6	80				
04:45		9	82	19	295	11	81	21	352	40	647
05:00		9	82			9	94				
05:15		12	73			6	94				
05:30		5	86			10	83				
05:45		18	77	44	318	11	62	36	333	80	651
06:00		19	64			12	75				
06:15		24	48			15	74				
06:30		30	61			15	68				
06:45		34	69	107	242	29	77	71	294	178	536
07:00		46	61			23	48				
07:15		56	45			35	77				
07:30		56	48			46	42				
07:45		73	39	231	193	47	45	151	212	382	405
08:00		58	35			59	58				
08:15		64	39			61	52				
08:30		74	51			68	49				
08:45		78	50	274	175	70	32	258	191	532	366
09:00		72	34			81	25				
09:15		67	35			86	27				
09:30		58	26			80	21				
09:45		83	20	280	115	78	23	325	96	605	211
10:00		85	16			85	32				
10:15		82	23			93	15				
10:30		88	19			89	20				
10:45		94	13	349	71	81	13	348	80	697	151
11:00		69	14			84	10				
11:15		95	8			72	13				
11:30		78	8			86	13				
11:45		96	6	338	36	110	7	352	43	690	79
Total		1753	2803	1753	2803	1608	3233	1608	3233	3361	6036
Combined Total		4556		4556		4841		4841		9397	
AM Peak	-	10:00	-	-	-	11:00	-	-	-	-	-
Vol.	-	349	-	-	-	352	-	-	-	-	-
P.H.F.	-	0.928				0.800					
PM Peak	-	-	12:00	-	-	-	12:00	-	-	-	-
Vol.	-	-	357	-	-	-	434	-	-	-	-
P.H.F.	-	-	0.902			-	0.960				
Percentage		38.5%	61.5%			33.2%	66.8%				
ADT/AADT		ADT 9,397	AADT 9,397								

Counts Unlimited, Inc.

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City of Banning
Ramsey Street
B/ 22nd Street - 8th Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN028
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		9	137			5	160				
12:15		13	138			5	149				
12:30		11	132			10	121				
12:45		8	149	41	556	5	128	25	558	66	1114
01:00		7	131			4	139				
01:15		5	129			4	129				
01:30		3	123			3	136				
01:45		5	118	20	501	2	126	13	530	33	1031
02:00		6	143			7	126				
02:15		6	135			2	121				
02:30		3	131			10	139				
02:45		7	118	22	527	12	138	31	524	53	1051
03:00		8	130			4	143				
03:15		5	120			3	142				
03:30		4	130			2	127				
03:45		10	132	27	512	6	132	15	544	42	1056
04:00		3	126			5	134				
04:15		8	118			8	117				
04:30		6	98			9	117				
04:45		10	107	27	449	13	121	35	489	62	938
05:00		8	118			17	129				
05:15		15	109			14	128				
05:30		12	111			24	115				
05:45		16	99	51	437	22	90	77	462	128	899
06:00		27	91			22	96				
06:15		29	92			27	94				
06:30		33	110			21	102				
06:45		39	105	128	398	39	75	109	367	237	765
07:00		57	106			41	79				
07:15		102	92			49	95				
07:30		67	80			69	68				
07:45		90	76	316	354	66	64	225	306	541	660
08:00		87	73			80	70				
08:15		76	85			80	66				
08:30		101	82			89	70				
08:45		101	74	365	314	99	49	348	255	713	569
09:00		85	58			109	52				
09:15		96	71			101	44				
09:30		66	53			102	37				
09:45		109	37	356	219	107	30	419	163	775	382
10:00		99	42			107	43				
10:15		99	51			128	24				
10:30		90	33			108	25				
10:45		111	19	399	145	117	20	460	112	859	257
11:00		93	31			126	21				
11:15		122	26			109	25				
11:30		104	22			136	16				
11:45		145	22	464	101	153	7	524	69	988	170
Total		2216	4513	2216	4513	2281	4379	2281	4379	4497	8892
Combined Total		6729		6729		6660		6660		13389	
AM Peak	-	11:00	-	-	-	11:00	-	-	-	-	-
Vol.	-	464	-	-	-	524	-	-	-	-	-
P.H.F.		0.800				0.856					
PM Peak	-	-	12:00	-	-	-	02:30	-	-	-	-
Vol.	-	-	556	-	-	-	562	-	-	-	-
P.H.F.			0.933				0.943				
Percentage		32.9%	67.1%			34.2%	65.8%				
ADT/AADT		ADT 13,389	AADT 13,389								

Counts Unlimited, Inc.

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City of Banning
Ramsey Street
B/ 8th Street - Hargrave Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN029
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		9	168			4	99				
12:15		10	175			6	42				
12:30		4	163			10	54				
12:45		3	180	26	686	7	51	27	246	53	932
01:00		2	120			2	69				
01:15		4	104			3	93				
01:30		1	87			3	86				
01:45		6	87	13	398	2	99	10	347	23	745
02:00		4	82			3	87				
02:15		3	81			1	89				
02:30		2	92			4	105				
02:45		2	91	11	346	2	81	10	362	21	708
03:00		4	97			3	87				
03:15		3	95			2	124				
03:30		2	85			5	116				
03:45		7	86	16	363	1	99	11	426	27	789
04:00		0	86			2	94				
04:15		2	74			6	73				
04:30		7	81			8	81				
04:45		7	58	16	299	6	73	22	321	38	620
05:00		9	81			7	92				
05:15		9	85			12	73				
05:30		8	78			9	83				
05:45		10	68	36	312	18	62	46	310	82	622
06:00		15	63			7	77				
06:15		20	75			17	77				
06:30		32	86			22	52				
06:45		29	74	96	298	30	44	76	250	172	548
07:00		62	68			25	57				
07:15		91	63			44	53				
07:30		61	45			52	55				
07:45		78	51	292	227	43	40	164	205	456	432
08:00		57	49			30	35				
08:15		75	41			57	52				
08:30		91	46			64	44				
08:45		91	37	314	173	72	23	223	154	537	327
09:00		59	35			77	33				
09:15		72	31			55	22				
09:30		47	31			76	22				
09:45		56	27	234	124	74	21	282	98	516	222
10:00		70	32			93	33				
10:15		60	23			90	21				
10:30		64	26			60	18				
10:45		68	18	262	99	63	15	306	87	568	186
11:00		77	18			85	12				
11:15		91	12			80	18				
11:30		64	8			99	4				
11:45		104	16	336	54	91	5	355	39	691	93
Total		1652	3379	1652	3379	1532	2845	1532	2845	3184	6224
Combined Total		5031		5031		4377		4377		9408	
AM Peak	-	11:00	-	-	-	11:00	-	-	-	-	-
Vol.	-	336	-	-	-	355	-	-	-	-	-
P.H.F.	-	0.808				0.896					
PM Peak	-	-	12:00	-	-	-	03:15	-	-	-	-
Vol.	-	-	686	-	-	-	433	-	-	-	-
P.H.F.	-	-	0.953			-	0.873				
Percentage		32.8%	67.2%			35.0%	65.0%				
ADT/AADT		ADT 9,408	AADT 9,408								

Counts Unlimited, Inc.

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City of Banning
Ramsey Street
B/ Hargrave Street - Interstate 10
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN030
Site Code: 067-17242

Start Time	27-Apr-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	20			8	24				
12:15		2	38			4	33				
12:30		2	36			3	43				
12:45		2	32	6	126	2	47	17	147	23	273
01:00		2	26			3	38				
01:15		4	29			2	45				
01:30		2	31			4	35				
01:45		3	28	11	114	1	40	10	158	21	272
02:00		1	36			4	38				
02:15		3	31			3	42				
02:30		0	19			0	45				
02:45		2	34	6	120	4	47	11	172	17	292
03:00		2	27			4	70				
03:15		1	37			4	53				
03:30		1	45			6	65				
03:45		7	32	11	141	6	53	20	241	31	382
04:00		2	31			3	53				
04:15		3	27			5	49				
04:30		7	30			8	45				
04:45		2	36	14	124	2	46	18	193	32	317
05:00		3	29			5	81				
05:15		9	40			6	40				
05:30		8	21			13	59				
05:45		10	43	30	133	7	34	31	214	61	347
06:00		10	27			14	35				
06:15		15	27			11	38				
06:30		16	25			18	27				
06:45		24	27	65	106	10	25	53	125	118	231
07:00		25	21			22	21				
07:15		11	19			28	15				
07:30		38	12			27	23				
07:45		45	5	119	57	37	19	114	78	233	135
08:00		21	15			35	22				
08:15		38	22			35	17				
08:30		32	20			36	34				
08:45		22	19	113	76	43	26	149	99	262	175
09:00		28	16			15	21				
09:15		15	8			30	26				
09:30		29	10			40	17				
09:45		26	10	98	44	29	10	114	74	212	118
10:00		36	12			28	20				
10:15		18	11			29	7				
10:30		29	8			32	10				
10:45		24	9	107	40	34	9	123	46	230	86
11:00		21	6			36	13				
11:15		32	2			43	10				
11:30		22	5			41	1				
11:45		28	3	103	16	32	7	152	31	255	47
Total		683	1097	683	1097	812	1578	812	1578	1495	2675
Combined Total		1780		1780		2390		2390		4170	
AM Peak	-	07:30	-	-	-	10:45	-	-	-	-	-
Vol.	-	142	-	-	-	154	-	-	-	-	-
P.H.F.	-	0.789				0.895					
PM Peak	-	-	03:15	-	-	-	03:00	-	-	-	-
Vol.	-	-	145	-	-	-	241	-	-	-	-
P.H.F.	-	-	0.806			-	0.861				
Percentage		38.4%	61.6%			34.0%	66.0%				
ADT/AADT		ADT 4,170	AADT 4,170								

Counts Unlimited, Inc.

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City of Banning
Nicolet Street
B/ Sunset Avenue - 22nd Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN031
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	11			1	9				
12:15		1	11			0	14				
12:30		0	10			0	8				
12:45		0	11	1	43	1	15	2	46	3	89
01:00		1	8			1	18				
01:15		0	6			0	13				
01:30		0	5			2	9				
01:45		1	10	2	29	0	13	3	53	5	82
02:00		0	15			1	19				
02:15		0	16			1	11				
02:30		0	13			1	16				
02:45		0	26	0	70	0	9	3	55	3	125
03:00		1	15			2	19				
03:15		0	5			0	23				
03:30		0	15			1	18				
03:45		1	17	2	52	0	23	3	83	5	135
04:00		0	15			0	11				
04:15		0	12			0	15				
04:30		0	14			2	11				
04:45		1	14	1	55	4	13	6	50	7	105
05:00		0	15			4	10				
05:15		0	12			3	19				
05:30		2	19			7	16				
05:45		3	17	5	63	7	11	21	56	26	119
06:00		4	9			3	14				
06:15		2	18			9	19				
06:30		2	10			3	5				
06:45		4	11	12	48	10	13	25	51	37	99
07:00		6	6			7	12				
07:15		3	11			13	10				
07:30		3	11			5	13				
07:45		5	8	17	36	15	6	40	41	57	77
08:00		12	12			13	17				
08:15		13	11			19	5				
08:30		19	5			24	6				
08:45		18	7	62	35	27	12	83	40	145	75
09:00		8	7			10	4				
09:15		13	4			11	6				
09:30		10	4			16	5				
09:45		10	4	41	19	8	6	45	21	86	40
10:00		3	5			16	1				
10:15		10	3			8	3				
10:30		9	4			10	5				
10:45		13	3	35	15	14	1	48	10	83	25
11:00		6	5			8	1				
11:15		10	0			7	5				
11:30		4	0			16	1				
11:45		7	1	27	6	11	0	42	7	69	13
Total		205	471	205	471	321	513	321	513	526	984
Combined Total		676		676		834		834		1510	
AM Peak	-	08:00	-	-	-	08:00	-	-	-	-	-
Vol.	-	62	-	-	-	83	-	-	-	-	-
P.H.F.	-	0.816				0.769					
PM Peak	-	-	02:00	-	-	-	03:00	-	-	-	-
Vol.	-	-	70	-	-	-	83	-	-	-	-
P.H.F.	-	-	0.673			-	0.902				
Percentage		30.3%	69.7%			38.5%	61.5%				
ADT/AADT		ADT 1,510	AADT 1,510								

Counts Unlimited, Inc.

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City of Banning
Nicolet Street
B/ 22nd Street - 4th Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN032
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		2	10			0	9				
12:15		2	14			1	14				
12:30		2	12			2	8				
12:45		1	13	7	49	0	7	3	38	10	87
01:00		1	8			2	5				
01:15		1	6			0	7				
01:30		1	21			0	6				
01:45		0	16	3	51	0	21	2	39	5	90
02:00		1	8			1	13				
02:15		0	9			0	12				
02:30		0	10			0	18				
02:45		0	14	1	41	0	24	1	67	2	108
03:00		0	23			0	29				
03:15		0	30			0	20				
03:30		1	17			2	8				
03:45		1	24	2	94	0	8	2	65	4	159
04:00		0	9			2	12				
04:15		0	13			0	10				
04:30		0	4			1	9				
04:45		0	16	0	42	1	11	4	42	4	84
05:00		2	7			1	9				
05:15		1	10			1	14				
05:30		2	13			3	7				
05:45		4	19	9	49	3	11	8	41	17	90
06:00		3	19			2	7				
06:15		2	6			1	10				
06:30		3	14			8	6				
06:45		4	9	12	48	7	13	18	36	30	84
07:00		11	8			8	7				
07:15		18	7			17	10				
07:30		17	16			23	8				
07:45		8	7	54	38	12	16	60	41	114	79
08:00		14	2			16	9				
08:15		23	6			30	5				
08:30		32	6			20	8				
08:45		21	5	90	19	28	5	94	27	184	46
09:00		9	12			18	2				
09:15		12	2			10	3				
09:30		10	9			7	7				
09:45		8	1	39	24	10	7	45	19	84	43
10:00		6	2			3	4				
10:15		9	1			11	0				
10:30		8	2			6	4				
10:45		8	2	31	7	7	1	27	9	58	16
11:00		13	1			3	1				
11:15		12	2			4	0				
11:30		8	3			11	1				
11:45		6	1	39	7	8	0	26	2	65	9
Total		287	469	287	469	290	426	290	426	577	895
Combined Total		756		756		716		716		1472	
AM Peak	-	08:00	-	-	-	08:15	-	-	-	-	-
Vol.	-	90	-	-	-	96	-	-	-	-	-
P.H.F.	-	0.703				0.800					
PM Peak	-	-	03:00	-	-	-	02:30	-	-	-	-
Vol.	-	-	94	-	-	-	91	-	-	-	-
P.H.F.	-		0.783				0.784				
Percentage		38.0%	62.0%			40.5%	59.5%				
ADT/AADT		ADT 1,472	AADT 1,472								

Counts Unlimited, Inc.

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City of Banning
Nicolet Street
B/ 4th Street - Hargrave Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN033
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		2	11			2	11				
12:15		3	9			2	7				
12:30		1	7			1	7				
12:45		1	9	7	36	0	6	5	31	12	67
01:00		1	6			1	4				
01:15		0	7			1	8				
01:30		1	6			1	12				
01:45		1	20	3	39	0	17	3	41	6	80
02:00		1	13			0	14				
02:15		1	18			0	14				
02:30		0	9			0	8				
02:45		1	15	3	55	0	20	0	56	3	111
03:00		2	11			1	14				
03:15		0	27			0	24				
03:30		0	16			0	14				
03:45		2	18	4	72	2	15	3	67	7	139
04:00		1	15			1	8				
04:15		0	11			0	15				
04:30		0	13			1	8				
04:45		1	9	2	48	0	14	2	45	4	93
05:00		2	12			2	12				
05:15		1	19			4	12				
05:30		4	20			2	20				
05:45		2	18	9	69	1	19	9	63	18	132
06:00		1	15			1	13				
06:15		0	8			5	10				
06:30		4	8			6	10				
06:45		6	12	11	43	4	13	16	46	27	89
07:00		11	14			18	7				
07:15		27	23			22	10				
07:30		23	23			23	6				
07:45		11	11	72	71	9	6	72	29	144	100
08:00		10	5			22	4				
08:15		13	7			16	5				
08:30		15	4			6	6				
08:45		16	7	54	23	10	5	54	20	108	43
09:00		8	5			7	4				
09:15		13	7			16	4				
09:30		8	5			9	4				
09:45		7	5	36	22	3	2	35	14	71	36
10:00		4	5			7	5				
10:15		4	2			6	1				
10:30		8	2			6	3				
10:45		10	5	26	14	7	2	26	11	52	25
11:00		6	4			4	4				
11:15		5	1			10	3				
11:30		8	3			6	1				
11:45		9	1	28	9	3	1	23	9	51	18
Total		255	501	255	501	248	432	248	432	503	933
Combined Total		756		756		680		680		1436	
AM Peak	-	07:00	-	-	-	07:15	-	-	-	-	-
Vol.	-	72	-	-	-	76	-	-	-	-	-
P.H.F.	-	0.667	-	-	-	0.826	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	02:45	-	-	-	-
Vol.	-	-	76	-	-	-	72	-	-	-	-
P.H.F.	-	-	0.704	-	-	-	0.750	-	-	-	-
Percentage		33.7%	66.3%			36.5%	63.5%				
ADT/AADT		ADT 1,436	AADT 1,436								

Counts Unlimited, Inc.

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City of Banning
Nicolet Street
B/ Hargrave Street - Hathaway Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN034
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		4	6			2	5				
12:15		0	6			2	7				
12:30		2	8			1	1				
12:45		1	5	7	25	0	3	5	16	12	41
01:00		1	7			2	4				
01:15		2	4			3	12				
01:30		1	0			0	3				
01:45		2	12	6	23	0	9	5	28	11	51
02:00		0	8			1	3				
02:15		1	4			2	3				
02:30		1	5			1	4				
02:45		0	12	2	29	3	6	7	16	9	45
03:00		0	13			1	8				
03:15		0	11			0	13				
03:30		0	9			1	6				
03:45		0	12	0	45	0	8	2	35	2	80
04:00		0	12			0	8				
04:15		0	11			1	9				
04:30		2	9			2	6				
04:45		0	8	2	40	5	7	8	30	10	70
05:00		0	8			5	14				
05:15		0	11			0	7				
05:30		1	18			1	6				
05:45		0	6	1	43	4	11	10	38	11	81
06:00		2	10			7	10				
06:15		1	17			5	5				
06:30		4	6			8	15				
06:45		4	13	11	46	5	9	25	39	36	85
07:00		7	4			8	12				
07:15		9	13			13	12				
07:30		11	14			11	6				
07:45		6	9	33	40	5	5	37	35	70	75
08:00		11	9			6	10				
08:15		5	8			8	4				
08:30		8	3			5	9				
08:45		10	4	34	24	7	3	26	26	60	50
09:00		6	9			5	3				
09:15		4	5			7	4				
09:30		5	6			4	2				
09:45		6	9	21	29	4	4	20	13	41	42
10:00		2	4			4	4				
10:15		1	5			8	4				
10:30		5	3			10	1				
10:45		2	1	10	13	4	1	26	10	36	23
11:00		9	2			7	3				
11:15		1	10			5	3				
11:30		4	4			6	1				
11:45		3	1	17	17	3	2	21	9	38	26
Total		144	374	144	374	192	295	192	295	336	669
Combined Total		518		518		487		487		1005	
AM Peak	-	07:15	-	-	-	06:45	-	-	-	-	-
Vol.	-	37	-	-	-	37	-	-	-	-	-
P.H.F.	-	0.841	-	-	-	0.712	-	-	-	-	-
PM Peak	-	-	05:30	-	-	-	06:30	-	-	-	-
Vol.	-	-	51	-	-	-	48	-	-	-	-
P.H.F.	-	-	0.708	-	-	-	0.800	-	-	-	-
Percentage		27.8%	72.2%			39.4%	60.6%				
ADT/AADT		ADT 1,005	AADT 1,005								

Counts Unlimited, Inc.

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City of Banning
Wilson Street
B/ Highland Springs Avenue - Highland Home Road
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN035
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		9	68			9	72				
12:15		12	75			2	55				
12:30		8	65			8	61				
12:45		8	62	37	270	3	73	22	261	59	531
01:00		7	56			2	81				
01:15		1	79			3	98				
01:30		4	81			2	90				
01:45		3	68	15	284	3	77	10	346	25	630
02:00		3	102			4	81				
02:15		2	86			0	98				
02:30		3	130			0	124				
02:45		2	135	10	453	5	107	9	410	19	863
03:00		2	115			6	145				
03:15		1	110			0	106				
03:30		2	166			11	84				
03:45		4	128	9	519	5	99	22	434	31	953
04:00		5	113			13	83				
04:15		1	96			20	90				
04:30		3	114			11	70				
04:45		6	105	15	428	18	86	62	329	77	757
05:00		8	100			19	91				
05:15		1	108			25	96				
05:30		8	89			39	99				
05:45		15	139	32	436	49	80	132	366	164	802
06:00		15	77			39	90				
06:15		26	100			59	79				
06:30		25	84			64	66				
06:45		44	107	110	368	65	82	227	317	337	685
07:00		49	86			98	74				
07:15		48	79			128	61				
07:30		64	74			126	72				
07:45		111	77	272	316	138	58	490	265	762	581
08:00		128	69			107	50				
08:15		123	66			120	46				
08:30		98	83			89	40				
08:45		89	59	438	277	100	42	416	178	854	455
09:00		55	54			60	39				
09:15		50	48			78	33				
09:30		63	29			64	19				
09:45		56	45	224	176	76	30	278	121	502	297
10:00		42	36			66	30				
10:15		62	31			78	18				
10:30		53	20			61	21				
10:45		51	24	208	111	75	16	280	85	488	196
11:00		65	30			56	18				
11:15		71	25			65	14				
11:30		75	23			76	13				
11:45		66	14	277	92	70	5	267	50	544	142
Total		1647	3730	1647	3730	2215	3162	2215	3162	3862	6892
Combined Total		5377		5377		5377		5377		10754	
AM Peak	-	07:45	-	-	-	07:15	-	-	-	-	-
Vol.	-	460	-	-	-	499	-	-	-	-	-
P.H.F.	-	0.898				0.904					
PM Peak	-	-	02:45	-	-	-	02:30	-	-	-	-
Vol.	-	-	526	-	-	-	482	-	-	-	-
P.H.F.	-	-	0.792			-	0.831				
Percentage		30.6%	69.4%			41.2%	58.8%				
ADT/AADT		ADT 10,754	AADT 10,754								

Counts Unlimited, Inc.

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City of Banning
Wilson Street
B/ Highland Home Road - Sunset Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN036
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		10	70			9	47				
12:15		6	71			2	49				
12:30		4	55			3	55				
12:45		6	49	26	245	1	55	15	206	41	451
01:00		6	50			5	80				
01:15		0	65			1	77				
01:30		4	78			2	70				
01:45		3	66	13	259	1	66	9	293	22	552
02:00		3	86			3	76				
02:15		5	82			3	81				
02:30		3	105			0	78				
02:45		1	119	12	392	2	94	8	329	20	721
03:00		2	102			2	100				
03:15		1	86			1	103				
03:30		3	139			3	90				
03:45		5	116	11	443	1	89	7	382	18	825
04:00		5	96			8	74				
04:15		4	80			4	83				
04:30		5	102			7	74				
04:45		7	75	21	353	9	67	28	298	49	651
05:00		12	100			9	81				
05:15		10	84			10	82				
05:30		13	77			17	90				
05:45		23	105	58	366	28	68	64	321	122	687
06:00		15	82			18	86				
06:15		28	76			29	64				
06:30		35	61			33	69				
06:45		56	65	134	284	41	74	121	293	255	577
07:00		75	74			60	64				
07:15		65	64			83	57				
07:30		77	53			99	58				
07:45		85	58	302	249	82	49	324	228	626	477
08:00		110	68			67	47				
08:15		105	57			83	41				
08:30		118	59			54	35				
08:45		93	43	426	227	83	45	287	168	713	395
09:00		61	40			61	31				
09:15		52	33			70	39				
09:30		62	27			53	18				
09:45		61	28	236	128	58	23	242	111	478	239
10:00		53	30			52	32				
10:15		65	22			63	9				
10:30		56	18			57	19				
10:45		71	14	245	84	66	16	238	76	483	160
11:00		54	25			69	17				
11:15		51	24			58	18				
11:30		56	12			58	5				
11:45		62	8	223	69	64	6	249	46	472	115
Total		1707	3099	1707	3099	1592	2751	1592	2751	3299	5850
Combined Total		4806		4806		4343		4343		9149	
AM Peak	-	08:00	-	-	-	07:15	-	-	-	-	-
Vol.	-	426	-	-	-	331	-	-	-	-	-
P.H.F.	-	0.903	-	-	-	0.836	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	02:45	-	-	-	-
Vol.	-	-	446	-	-	-	387	-	-	-	-
P.H.F.	-	-	0.802	-	-	-	0.939	-	-	-	-
Percentage		35.5%	64.5%			36.7%	63.3%				
ADT/AADT		ADT 9,149	AADT 9,149								

Counts Unlimited, Inc.

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City of Banning
Wilson Street
B/ Sunset Avenue - 16th Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN037
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		9	41			9	38				
12:15		6	50			3	33				
12:30		1	44			2	41				
12:45		4	28	20	163	1	41	15	153	35	316
01:00		3	44			3	42				
01:15		1	51			1	54				
01:30		2	61			1	59				
01:45		1	57	7	213	1	47	6	202	13	415
02:00		1	54			3	57				
02:15		3	61			1	46				
02:30		4	72			0	63				
02:45		0	95	8	282	3	50	7	216	15	498
03:00		1	87			1	61				
03:15		2	60			2	82				
03:30		1	94			0	64				
03:45		1	88	5	329	2	54	5	261	10	590
04:00		2	56			7	63				
04:15		3	56			6	49				
04:30		4	60			7	58				
04:45		2	59	11	231	8	50	28	220	39	451
05:00		10	81			8	49				
05:15		2	70			6	55				
05:30		5	67			16	51				
05:45		11	98	28	316	19	50	49	205	77	521
06:00		4	70			19	57				
06:15		15	53			32	35				
06:30		16	63			28	40				
06:45		36	59	71	245	33	51	112	183	183	428
07:00		46	56			47	53				
07:15		51	49			66	42				
07:30		57	48			72	47				
07:45		52	49	206	202	54	43	239	185	445	387
08:00		65	53			40	34				
08:15		66	35			45	33				
08:30		79	44			39	25				
08:45		85	39	295	171	71	23	195	115	490	286
09:00		26	26			55	22				
09:15		43	38			42	20				
09:30		35	19			35	15				
09:45		34	13	138	96	30	14	162	71	300	167
10:00		35	27			30	27				
10:15		42	15			53	11				
10:30		30	19			41	21				
10:45		37	11	144	72	36	8	160	67	304	139
11:00		45	13			40	18				
11:15		45	26			33	5				
11:30		50	12			44	4				
11:45		36	5	176	56	41	3	158	30	334	86
Total		1109	2376	1109	2376	1136	1908	1136	1908	2245	4284
Combined Total		3485		3485		3044		3044		6529	
AM Peak	-	08:00	-	-	-	07:00	-	-	-	-	-
Vol.	-	295	-	-	-	239	-	-	-	-	-
P.H.F.	-	0.868	-	-	-	0.830	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	03:15	-	-	-	-
Vol.	-	-	336	-	-	-	263	-	-	-	-
P.H.F.	-	-	0.884	-	-	-	0.802	-	-	-	-
Percentage		31.8%	68.2%			37.3%	62.7%				
ADT/AADT		ADT 6,529	AADT 6,529								

Counts Unlimited, Inc.

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City of Banning
Wilson Street
B/ 16th Street - San Geronio Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN038
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		6	26			5	44				
12:15		7	41			6	38				
12:30		6	31			3	35				
12:45		2	30	21	128	1	37	15	154	36	282
01:00		2	25			6	38				
01:15		0	44			2	45				
01:30		1	26			2	30				
01:45		4	48	7	143	2	51	12	164	19	307
02:00		0	36			1	43				
02:15		1	39			3	40				
02:30		2	34			6	38				
02:45		2	68	5	177	2	43	12	164	17	341
03:00		1	60			1	46				
03:15		1	45			4	67				
03:30		0	54			1	56				
03:45		1	59	3	218	6	66	12	235	15	453
04:00		2	41			5	47				
04:15		2	27			2	38				
04:30		3	28			5	44				
04:45		3	37	10	133	5	34	17	163	27	296
05:00		4	51			5	48				
05:15		5	44			6	49				
05:30		2	53			6	39				
05:45		7	60	18	208	13	51	30	187	48	395
06:00		7	41			10	40				
06:15		7	43			15	41				
06:30		12	38			26	29				
06:45		32	42	58	164	27	38	78	148	136	312
07:00		33	45			42	41				
07:15		51	40			37	39				
07:30		53	32			57	40				
07:45		39	28	176	145	33	28	169	148	345	293
08:00		54	35			25	33				
08:15		53	30			51	18				
08:30		66	30			53	29				
08:45		62	23	235	118	71	19	200	99	435	217
09:00		26	19			50	19				
09:15		18	20			36	29				
09:30		27	22			31	12				
09:45		23	10	94	71	22	12	139	72	233	143
10:00		19	15			28	25				
10:15		27	12			32	21				
10:30		25	15			21	14				
10:45		36	5	107	47	27	11	108	71	215	118
11:00		35	8			23	7				
11:15		34	15			28	13				
11:30		41	6			41	8				
11:45		32	6	142	35	38	7	130	35	272	70
Total		876	1587	876	1587	922	1640	922	1640	1798	3227
Combined Total		2463		2463		2562		2562		5025	
AM Peak	-	08:00	-	-	-	08:15	-	-	-	-	-
Vol.	-	235	-	-	-	225	-	-	-	-	-
P.H.F.	-	0.890	-	-	-	0.792	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	03:15	-	-	-	-
Vol.	-	-	227	-	-	-	236	-	-	-	-
P.H.F.	-	-	0.835	-	-	-	0.881	-	-	-	-
Percentage		35.6%	64.4%			36.0%	64.0%				
ADT/AADT		ADT 5,025	AADT 5,025								

Counts Unlimited, Inc.

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City of Banning
Wilson Street
B/ San Gorgonio Avenue - Hargrave Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN039
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		5	16			0	13				
12:15		0	25			2	36				
12:30		2	15			1	20				
12:45		0	14	7	70	3	12	6	81	13	151
01:00		1	19			7	25				
01:15		2	15			3	17				
01:30		3	13			0	14				
01:45		2	27	8	74	1	24	11	80	19	154
02:00		1	18			1	13				
02:15		0	15			1	14				
02:30		1	16			1	15				
02:45		2	32	4	81	1	17	4	59	8	140
03:00		1	48			1	37				
03:15		2	47			0	41				
03:30		0	27			0	37				
03:45		1	34	4	156	1	41	2	156	6	312
04:00		2	17			0	22				
04:15		1	16			1	14				
04:30		0	10			0	14				
04:45		3	17	6	60	4	22	5	72	11	132
05:00		2	24			0	26				
05:15		3	20			2	19				
05:30		3	19			1	20				
05:45		6	16	14	79	4	20	7	85	21	164
06:00		4	21			1	15				
06:15		4	24			7	14				
06:30		8	12			9	19				
06:45		6	10	22	67	14	17	31	65	53	132
07:00		11	17			13	15				
07:15		21	13			16	12				
07:30		19	13			14	9				
07:45		21	10	72	53	12	12	55	48	127	101
08:00		45	16			22	13				
08:15		47	20			41	7				
08:30		40	18			25	8				
08:45		58	10	190	64	46	4	134	32	324	96
09:00		22	4			23	8				
09:15		8	9			14	12				
09:30		9	13			9	3				
09:45		10	4	49	30	12	8	58	31	107	61
10:00		13	11			10	7				
10:15		7	8			13	13				
10:30		14	4			7	4				
10:45		12	1	46	24	22	3	52	27	98	51
11:00		20	1			7	3				
11:15		25	8			10	4				
11:30		28	3			28	4				
11:45		14	4	87	16	20	1	65	12	152	28
Total		509	774	509	774	430	748	430	748	939	1522
Combined Total		1283		1283		1178		1178		2461	
AM Peak	-	08:00	-	-	-	08:15	-	-	-	-	-
Vol.	-	190	-	-	-	135	-	-	-	-	-
P.H.F.	-	0.819	-	-	-	0.734	-	-	-	-	-
PM Peak	-	-	03:00	-	-	-	03:00	-	-	-	-
Vol.	-	-	156	-	-	-	156	-	-	-	-
P.H.F.	-	-	0.813	-	-	-	0.951	-	-	-	-
Percentage		39.7%	60.3%			36.5%	63.5%				
ADT/AADT		ADT 2,461	AADT 2,461								

Counts Unlimited, Inc.

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City of Banning
Sun Lakes Boulevard
B/ Country Club Drive - Highland Home Road
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN040
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	23			0	31				
12:15		1	27			0	35				
12:30		0	34			0	38				
12:45		0	31	1	115	0	26	0	130	1	245
01:00		5	30			1	34				
01:15		0	26			0	34				
01:30		0	32			1	33				
01:45		0	41	5	129	0	40	2	141	7	270
02:00		0	30			0	23				
02:15		0	34			0	23				
02:30		0	21			0	38				
02:45		0	24	0	109	0	27	0	111	0	220
03:00		0	29			0	30				
03:15		1	22			1	33				
03:30		0	27			0	34				
03:45		0	41	1	119	0	17	1	114	2	233
04:00		1	34			1	18				
04:15		0	29			2	33				
04:30		0	34			2	26				
04:45		0	24	1	121	1	27	6	104	7	225
05:00		0	25			7	21				
05:15		0	21			2	22				
05:30		2	27			6	25				
05:45		1	15	3	88	5	18	20	86	23	174
06:00		3	17			14	23				
06:15		3	18			12	13				
06:30		6	20			12	18				
06:45		3	16	15	71	17	15	55	69	70	140
07:00		7	18			21	6				
07:15		5	11			25	8				
07:30		3	12			30	3				
07:45		10	11	25	52	27	3	103	20	128	72
08:00		11	14			33	6				
08:15		6	11			19	1				
08:30		13	8			32	6				
08:45		13	17	43	50	42	2	126	15	169	65
09:00		21	7			38	3				
09:15		17	9			42	2				
09:30		13	8			32	2				
09:45		26	5	77	29	40	2	152	9	229	38
10:00		33	5			33	0				
10:15		23	2			32	1				
10:30		27	2			47	1				
10:45		23	3	106	12	43	1	155	3	261	15
11:00		29	1			39	1				
11:15		30	2			37	3				
11:30		33	2			39	1				
11:45		38	2	130	7	41	2	156	7	286	14
Total		407	902	407	902	776	809	776	809	1183	1711
Combined Total		1309		1309		1585		1585		2894	
AM Peak	-	11:00	-	-	-	10:30	-	-	-	-	-
Vol.	-	130	-	-	-	166	-	-	-	-	-
P.H.F.	-	0.855	-	-	-	0.883	-	-	-	-	-
PM Peak	-	-	03:45	-	-	-	01:00	-	-	-	-
Vol.	-	-	138	-	-	-	141	-	-	-	-
P.H.F.	-	-	0.841	-	-	-	0.881	-	-	-	-
Percentage		31.1%	68.9%			49.0%	51.0%				
ADT/AADT		ADT 2,894	AADT 2,894								

Counts Unlimited, Inc.

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City of Banning
Westward Avenue
B/ Sunset Avenue - San Geronio Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN041
Site Code: 067-17242

Start Time	04-May-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	13			0	6				
12:15		0	9			0	5				
12:30		0	17			2	2				
12:45		1	19	1	58	0	17	2	30	3	88
01:00		1	16			0	25				
01:15		0	14			0	10				
01:30		0	10			1	4				
01:45		0	5	1	45	0	5	1	44	2	89
02:00		0	6			1	6				
02:15		0	5			0	9				
02:30		0	5			0	3				
02:45		0	9	0	25	1	4	2	22	2	47
03:00		0	8			0	5				
03:15		0	6			0	2				
03:30		0	9			0	6				
03:45		0	11	0	34	0	3	0	16	0	50
04:00		2	12			0	7				
04:15		0	6			0	6				
04:30		0	13			0	6				
04:45		0	9	2	40	0	4	0	23	2	63
05:00		0	9			1	7				
05:15		2	6			1	7				
05:30		3	6			0	8				
05:45		3	7	8	28	0	9	2	31	10	59
06:00		0	5			8	7				
06:15		2	13			2	3				
06:30		5	9			2	7				
06:45		9	3	16	30	7	5	19	22	35	52
07:00		10	12			8	7				
07:15		24	8			14	6				
07:30		39	3			31	2				
07:45		7	6	80	29	10	6	63	21	143	50
08:00		6	3			8	9				
08:15		7	6			7	6				
08:30		5	5			2	3				
08:45		6	4	24	18	2	0	19	18	43	36
09:00		7	3			7	0				
09:15		9	4			5	2				
09:30		5	4			12	3				
09:45		4	8	25	19	2	4	26	9	51	28
10:00		8	1			7	3				
10:15		13	3			7	0				
10:30		4	2			7	1				
10:45		8	1	33	7	4	0	25	4	58	11
11:00		6	3			7	0				
11:15		7	3			8	2				
11:30		8	1			4	1				
11:45		3	1	24	8	1	1	20	4	44	12
Total		214	341	214	341	179	244	179	244	393	585
Combined Total		555		555		423		423		978	
AM Peak	-	06:45	-	-	-	07:00	-	-	-	-	-
Vol.	-	82	-	-	-	63	-	-	-	-	-
P.H.F.	-	0.526				0.508					
PM Peak	-	-	00:30	-	-	-	00:45	-	-	-	-
Vol.	-	-	66	-	-	-	56	-	-	-	-
P.H.F.	-	-	0.868			-	0.560				
Percentage		38.6%	61.4%			42.3%	57.7%				
ADT/AADT		ADT 978	AADT 978								

Counts Unlimited, Inc.

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City of Banning
Williams Street
B/ Sunset Avenue - Hathaway Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN042
Site Code: 067-17242

Start Time	04-May-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	12			0	8				
12:15		1	11			2	5				
12:30		1	17			1	9				
12:45		0	11	3	51	0	12	3	34	6	85
01:00		1	25			0	20				
01:15		4	10			0	4				
01:30		0	9			0	9				
01:45		0	12	5	56	1	15	1	48	6	104
02:00		0	17			0	9				
02:15		0	7			0	4				
02:30		0	11			1	10				
02:45		1	24	1	59	1	9	2	32	3	91
03:00		0	26			1	11				
03:15		0	20			0	16				
03:30		1	16			0	13				
03:45		2	15	3	77	0	11	1	51	4	128
04:00		1	20			0	13				
04:15		0	12			0	10				
04:30		1	10			0	8				
04:45		1	12	3	54	2	14	2	45	5	99
05:00		1	15			0	15				
05:15		0	17			0	9				
05:30		6	13			2	14				
05:45		3	15	10	60	1	11	3	49	13	109
06:00		5	9			2	6				
06:15		3	6			1	7				
06:30		4	7			5	20				
06:45		6	20	18	42	7	9	15	42	33	84
07:00		15	14			4	5				
07:15		8	9			10	7				
07:30		4	9			14	7				
07:45		14	11	41	43	6	4	34	23	75	66
08:00		13	8			5	10				
08:15		12	11			11	5				
08:30		20	10			9	6				
08:45		19	9	64	38	15	4	40	25	104	63
09:00		10	6			9	3				
09:15		13	6			7	2				
09:30		9	10			8	3				
09:45		15	5	47	27	10	2	34	10	81	37
10:00		8	4			13	5				
10:15		12	7			10	3				
10:30		20	1			10	3				
10:45		8	3	48	15	7	3	40	14	88	29
11:00		15	5			9	2				
11:15		10	2			5	3				
11:30		10	3			13	2				
11:45		19	0	54	10	11	1	38	8	92	18
Total		297	532	297	532	213	381	213	381	510	913
Combined Total		829		829		594		594		1423	
AM Peak	-	08:00	-	-	-	08:15	-	-	-	-	-
Vol.	-	64	-	-	-	44	-	-	-	-	-
P.H.F.	-	0.800	-	-	-	0.733	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	03:15	-	-	-	-
Vol.	-	-	86	-	-	-	53	-	-	-	-
P.H.F.	-	-	0.827	-	-	-	0.828	-	-	-	-
Percentage		35.8%	64.2%			35.9%	64.1%				
ADT/AADT		ADT 1,423	AADT 1,423								

Counts Unlimited, Inc.

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City of Banning
George Street
B/ Sunset Avenue - Woodland Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN043
Site Code: 067-17242

Start Time	04-May-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	2			0	2				
12:15		1	3			0	4				
12:30		2	2			2	4				
12:45		0	3	3	10	0	2	2	12	5	22
01:00		0	2			0	3				
01:15		1	3			1	6				
01:30		0	4			0	1				
01:45		0	7	1	16	0	7	1	17	2	33
02:00		0	3			0	5				
02:15		1	0			0	1				
02:30		0	4			0	0				
02:45		0	4	1	11	0	3	0	9	1	20
03:00		0	7			1	2				
03:15		1	2			2	3				
03:30		0	2			1	2				
03:45		0	9	1	20	0	11	4	18	5	38
04:00		0	3			1	3				
04:15		0	5			0	9				
04:30		0	3			0	5				
04:45		0	0	0	11	0	4	1	21	1	32
05:00		0	5			1	6				
05:15		0	7			2	6				
05:30		0	3			3	4				
05:45		1	5	1	20	2	6	8	22	9	42
06:00		1	4			0	8				
06:15		3	6			3	4				
06:30		4	7			1	5				
06:45		1	8	9	25	5	2	9	19	18	44
07:00		1	5			2	3				
07:15		2	3			3	2				
07:30		1	11			2	3				
07:45		1	6	5	25	2	3	9	11	14	36
08:00		2	3			4	2				
08:15		7	4			1	5				
08:30		2	2			2	1				
08:45		1	1	12	10	3	3	10	11	22	21
09:00		4	0			6	1				
09:15		7	2			3	2				
09:30		0	0			2	1				
09:45		2	1	13	3	1	2	12	6	25	9
10:00		2	4			2	2				
10:15		4	2			6	0				
10:30		1	3			3	1				
10:45		2	1	9	10	3	2	14	5	23	15
11:00		2	2			4	1				
11:15		2	1			2	0				
11:30		1	0			4	0				
11:45		1	0	6	3	3	0	13	1	19	4
Total		61	164	61	164	83	152	83	152	144	316
Combined Total		225		225		235		235		460	
AM Peak	-	08:15	-	-	-	10:15	-	-	-	-	-
Vol.	-	14	-	-	-	16	-	-	-	-	-
P.H.F.	-	0.500	-	-	-	0.667	-	-	-	-	-
PM Peak	-	-	06:45	-	-	-	03:45	-	-	-	-
Vol.	-	-	27	-	-	-	28	-	-	-	-
P.H.F.	-	-	0.614	-	-	-	0.636	-	-	-	-
Percentage		27.1%	72.9%			35.3%	64.7%				
ADT/AADT		ADT 460	AADT 460								

Counts Unlimited, Inc.

Page 1

City of Banning
George Street
B? 20th Street - 8th Street
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN044
Site Code: 067-17242

Start Time	04-May-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	1			2	5				
12:15		0	2			0	7				
12:30		0	9			1	5				
12:45		1	8	2	20	0	8	3	25	5	45
01:00		0	5			0	9				
01:15		0	15			1	3				
01:30		0	14			0	5				
01:45		0	4	0	38	1	7	2	24	2	62
02:00		1	9			0	2				
02:15		0	8			0	5				
02:30		0	3			0	6				
02:45		1	7	2	27	0	5	0	18	2	45
03:00		0	12			0	12				
03:15		0	18			0	15				
03:30		0	8			1	6				
03:45		0	6	0	44	0	5	1	38	1	82
04:00		0	8			0	6				
04:15		0	4			0	6				
04:30		1	8			0	9				
04:45		2	3	3	23	0	5	0	26	3	49
05:00		2	10			0	8				
05:15		0	1			1	3				
05:30		1	5			0	10				
05:45		3	5	6	21	0	6	1	27	7	48
06:00		4	8			1	9				
06:15		1	6			3	8				
06:30		2	7			1	8				
06:45		2	6	9	27	1	5	6	30	15	57
07:00		4	6			4	7				
07:15		12	5			6	2				
07:30		7	3			9	3				
07:45		6	7	29	21	5	10	24	22	53	43
08:00		5	3			2	5				
08:15		11	7			7	5				
08:30		8	5			2	4				
08:45		12	8	36	23	9	3	20	17	56	40
09:00		7	3			4	1				
09:15		4	3			4	3				
09:30		4	1			3	1				
09:45		6	1	21	8	3	2	14	7	35	15
10:00		6	3			4	4				
10:15		2	2			4	0				
10:30		4	1			5	3				
10:45		2	3	14	9	2	1	15	8	29	17
11:00		5	0			2	1				
11:15		2	2			3	0				
11:30		7	2			4	1				
11:45		2	2	16	6	3	1	12	3	28	9
Total		138	267	138	267	98	245	98	245	236	512
Combined Total		405		405		343		343		748	
AM Peak	-	08:15	-	-	-	07:00	-	-	-	-	-
Vol.	-	38	-	-	-	24	-	-	-	-	-
P.H.F.	-	0.792	-	-	-	0.667	-	-	-	-	-
PM Peak	-	-	02:45	-	-	-	02:30	-	-	-	-
Vol.	-	-	45	-	-	-	38	-	-	-	-
P.H.F.	-	-	0.625	-	-	-	0.633	-	-	-	-
Percentage		34.1%	65.9%			28.6%	71.4%				
ADT/AADT		ADT 748	AADT 748								

Counts Unlimited, Inc.

Page 1

City of Banning
George Street
B/ 8th Street - San Geronio Avenue
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN045
Site Code: 067-17242

Start Time	04-May-17 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		2	8			1	7				
12:15		3	5			3	5				
12:30		2	7			1	6				
12:45		0	5	7	25	0	9	5	27	12	52
01:00		2	7			1	14				
01:15		1	6			1	6				
01:30		1	12			2	2				
01:45		0	11	4	36	0	15	4	37	8	73
02:00		0	8			0	8				
02:15		0	6			0	4				
02:30		0	7			0	11				
02:45		0	7	0	28	0	10	0	33	0	61
03:00		0	16			0	19				
03:15		1	10			0	17				
03:30		1	7			0	6				
03:45		0	11	2	44	0	10	0	52	2	96
04:00		0	5			0	9				
04:15		2	8			1	10				
04:30		2	9			1	16				
04:45		1	7	5	29	1	7	3	42	8	71
05:00		1	5			1	12				
05:15		1	4			2	8				
05:30		0	11			0	7				
05:45		7	14	9	34	2	9	5	36	14	70
06:00		0	8			1	4				
06:15		0	7			1	12				
06:30		3	12			2	9				
06:45		5	4	8	31	1	12	5	37	13	68
07:00		8	3			7	11				
07:15		14	6			10	7				
07:30		13	4			12	7				
07:45		4	5	39	18	10	9	39	34	78	52
08:00		4	9			6	5				
08:15		5	8			7	4				
08:30		12	1			4	7				
08:45		18	7	39	25	13	2	30	18	69	43
09:00		22	4			5	2				
09:15		7	3			3	6				
09:30		4	7			5	3				
09:45		6	1	39	15	5	5	18	16	57	31
10:00		10	2			6	1				
10:15		6	0			5	0				
10:30		2	2			8	0				
10:45		8	4	26	8	22	1	41	2	67	10
11:00		7	0			5	2				
11:15		6	1			8	1				
11:30		3	1			7	0				
11:45		7	2	23	4	13	3	33	6	56	10
Total		201	297	201	297	183	340	183	340	384	637
Combined Total		498		498		523		523		1021	
AM Peak	-	08:30	-	-	-	10:30	-	-	-	-	-
Vol.	-	59	-	-	-	43	-	-	-	-	-
P.H.F.	-	0.670	-	-	-	0.489	-	-	-	-	-
PM Peak	-	-	03:00	-	-	-	02:30	-	-	-	-
Vol.	-	-	44	-	-	-	57	-	-	-	-
P.H.F.	-	-	0.688	-	-	-	0.750	-	-	-	-
Percentage		40.4%	59.6%			35.0%	65.0%				
ADT/AADT		ADT 1,021	AADT 1,021								

Counts Unlimited, Inc.

Page 1

City of Banning
Sun Lakes Boulevard
B/ Highland Springs Avenue - Country Club Drive
24 Hour Directional Volume Count

PO Box 1178
Corona, CA 92878
Phone: 951-268-6268
email: counts@countsunlimited.com

BAN046
Site Code: 067-17242

Start Time	02-May-17 Tue	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	81			1	99				
12:15		2	101			1	87				
12:30		1	98			1	91				
12:45		1	87	4	367	0	67	3	344	7	711
01:00		5	90			0	80				
01:15		0	80			1	95				
01:30		0	77			1	101				
01:45		1	99	6	346	0	89	2	365	8	711
02:00		0	88			1	79				
02:15		1	86			1	73				
02:30		0	77			2	100				
02:45		1	89	2	340	0	67	4	319	6	659
03:00		1	78			0	99				
03:15		1	87			3	74				
03:30		2	85			3	82				
03:45		1	99	5	349	2	58	8	313	13	662
04:00		0	68			3	64				
04:15		3	74			4	75				
04:30		0	91			4	61				
04:45		2	90	5	323	5	71	16	271	21	594
05:00		1	78			8	74				
05:15		5	60			7	58				
05:30		19	69			8	51				
05:45		19	52	44	259	14	52	37	235	81	494
06:00		12	56			18	39				
06:15		12	52			35	43				
06:30		24	37			28	40				
06:45		24	47	72	192	33	29	114	151	186	343
07:00		24	52			55	28				
07:15		23	35			46	32				
07:30		30	38			57	22				
07:45		59	38	136	163	69	25	227	107	363	270
08:00		39	34			64	25				
08:15		47	37			73	19				
08:30		42	24			77	20				
08:45		47	23	175	118	80	16	294	80	469	198
09:00		63	18			102	11				
09:15		61	24			88	9				
09:30		65	17			95	12				
09:45		77	14	266	73	88	8	373	40	639	113
10:00		92	16			88	13				
10:15		63	11			97	6				
10:30		71	10			100	6				
10:45		89	12	315	49	87	5	372	30	687	79
11:00		82	4			87	2				
11:15		103	6			84	2				
11:30		101	5			90	2				
11:45		85	7	371	22	97	5	358	11	729	33
Total		1401	2601	1401	2601	1808	2266	1808	2266	3209	4867
Combined Total		4002		4002		4074		4074		8076	
AM Peak	-	10:45	-	-	-	09:00	-	-	-	-	-
Vol.	-	375	-	-	-	373	-	-	-	-	-
P.H.F.	-	0.910	-	-	-	0.914	-	-	-	-	-
PM Peak	-	-	00:15	-	-	-	01:00	-	-	-	-
Vol.	-	-	376	-	-	-	365	-	-	-	-
P.H.F.	-	-	0.931	-	-	-	0.903	-	-	-	-
Percentage		35.0%	65.0%			44.4%	55.6%				
ADT/AADT		ADT 8,076	AADT 8,076								



Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
T: 951.686.1070

Palm Desert Office

41-990 Cook Street Bldg. I - #801B
Palm Desert, CA 92211
T: 951.686.1070

Murrieta Office

41870 Kalmia Street, #160
Murrieta, CA 92562
T: 951.686.1070



www.webbassociates.com



**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: BANNING UTILITY AUTHORITY

FROM: Alejandro Diaz, Acting City Manager

PREPARED BY: Art Vela, Director of Public Works

MEETING DATE: November 14, 2017

SUBJECT: Discuss and Consider Resolution No. 2017-17UA, Approving a Professional Services Agreement in the Amount of \$92,500 with U.S. Geological Survey for the Continued Implementation of a Stream Flow Monitoring Program Related to the Flume

RECOMMENDED ACTION:

Adopt Resolution No. 2017-17UA:

1. Approving a Professional Services Agreement with U.S. Geological Survey for the continued implementation of a stream flow monitoring program related to the Flume in an amount not to exceed \$92,500.
2. Authorizing the Acting City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.
3. Authorizing the Acting City Manager to execute the Professional Services Agreement with U.S. Geological Survey.

BACKGROUND:

The City continues working with Banning Heights Mutual Water Company and the San Geronio Pass Water Agency, commonly referred to as the Participating Entities (PE), as they have for several years, to secure control of the Flume once SCE's Surrender Application has been accepted by the Federal Energy Regulatory Commission (FERC).

Because a portion of the Flume is located on federal lands, once SCE's Surrender Application is accepted by FERC, the PE's must obtain approval of a Special Use Permit

(SUP), from the Forest Service. As part of the SUP approval process, the SUP applicant, in this case the City of Banning, must conduct and provide to the Forest Service several studies and analysis to comply with National Environmental Policy Act (NEPA) requirements including water diversion volumes.

JUSTIFICATION:

Approval of Resolution No. 2017-17UA would allow for continuation of the stream monitoring program put in place in 2015 at the request of the Forest Service in order to provide supporting data that will be incorporated into the technical studies submitted to the Forest Service.

The request to collect water diversion data by the Forest Service is in line with Senate Bill (SB) 88, signed by Governor Brown on June 24, 2015 and approved by the Office of Administrative Law on March 21, 2016. SB 88 puts forth measurement and reporting requirements for all water right holders that divert more than 10 acre-feet of water per year. Additionally, SB 88 requires that systems that divert over 1,000 acre-ft. per year must have hourly reading of the water being diverted. The Flume system diverts, on average, 2,000 acre-feet per year. Approval of 2017-17UA would provide the required diversion data to comply with SB 88.

Additionally, the stream flow monitoring program will provide real-time data which provides staff the opportunity to detect obstructions in the conveyance system allowing staff to be dispatched to make the necessary repairs in a timely manner.

FISCAL IMPACT:

If approved, the Professional Service Agreement in the amount of \$92,500, will be funded by BUA Water Capital Account No. 663-6300-471.96-35 (Flume Consultant Costs), which has a balance of \$170,500.

The cost of the services to be provided by the USGS will be shared by the City of Banning, Banning Heights Mutual Water Company (BHMWC) and Southern California Edison (SCE):

City of Banning:	\$61,525
BHMWC:	\$20,000
SCE:	\$10,975

ALTERNATIVES:

1. Reject Resolution No. 2017-12UA. Rejection of staff's recommendation will make it difficult to comply with SB88 and may not provide sufficient data to support technical studies.

ATTACHMENTS:

1. Resolution No. 2017-12UA
2. U.S. Geological Survey Agreement

Approved by:

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

Alejandro Diaz
Acting City Manager

ATTACHMENT 1

(Resolution No. 2017-17 UA)

RESOLUTION 2017-17 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$92,500 WITH U.S. GEOLOGICAL SURVEY FOR THE CONTINUED IMPLEMENTATION OF A STREAM FLOW MONITORING PROGRAM RELATED TO THE FLUME

WHEREAS, the City of Banning along with the Banning Heights Mutual Water Company ("Banning Heights") and the San Geronio Pass Water Agency, collectively known as the Participating Entities (PE) have been working together with the United States Forest Service ("Forest Service") to facilitate the transfer of the San Geronio Whitewater River Water Conveyance System ("Flume") pending Southern California Edison (SCE) surrender application before the Federal Energy Regulatory Commission (FERC) for its hydropower project known as the San Geronio Hydroelectric Project No. 344; and

WHEREAS, a Forest Service issued Special Use Permit (SUP) must be obtained for those parts of the Flume that are not covered by an existing right-of-way originally dedicated for the operation of the Flume and which lay on Forest Service lands; and

WHEREAS, the Forest Service must follow a National Environmental Policy Act (NEPA) process prior to the issuance of an SUP which includes the preparation of several environmental studies necessary to support the Forest Service's NEPA determination. The cost for the preparation of said studies is burdened on the applicant, which in this case is the City of Banning; and

WHEREAS, the Forest Service has requested that flow diversion data be collected; and

WHEREAS, Senate Bill 88 puts forth measurement and reporting requirements for all water right holders that divert more than 10 acre-feet of water per year. Additionally, SB 88 requires that systems that divert over 1,000 acre-ft. per year must have hourly reading of the water being diverted. The Flume system diverts, on average, 2,000 acre-feet per year; and

WHEREAS, the Professional Service Agreement in the amount of \$92,500, will be funded by BUA Water Capital Account No. 663-6300-471.96-35 (Flume Consultant Costs); and

WHEREAS, the cost of the services to be provided by USGS will be shared by the City of Banning, Banning Heights Mutual Water Company (BHMWC) and Southern California Edison (SCE) as follows: City of Banning: \$61,525, BHMWC: \$20,000, and SCE: \$10,975.

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

SECTION 1. The Banning Utility Authority adopts Resolution No. 2017-17 UA approving the Professional Services Agreement with U.S. Geological Survey in the amount of \$92,500.

SECTION 2. The Acting City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.

SECTION 3. The Acting City Manager is authorized to execute the Professional Services Agreement with the U.S. Geological Survey for the continued implementation of a stream flow monitoring program related to the Flume.

PASSED, ADOPTED AND APPROVED this 14th day of November, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Deputy City Clerk

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

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution No. 2017-17 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Deputy City Clerk
Banning Utility Authority

ATTACHMENT 2

(U.S Geological Survey Agreement)



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

California Water Science Center
6000 J Street, Placer Hall
California State University
Sacramento, California 95819-6129
Phone: (916) 278-3000 Fax: (916) 278-3070
<https://ca.water.usgs.gov>

November 2, 2017

Art Vela
City of Banning
P.O. Box 998
176 E. Lincoln Street
Banning, CA 92220

Attn: Perry Gerdes

Dear Mr. Vela:

This letter confirms discussions between our respective staffs, concerning the continuation of a cooperative water resources program between the City of Banning (Banning) and the U.S. Geological Survey (USGS) for the period November 1, 2017 to October 31, 2018.

The proposed program, which consists of the operation and maintenance of the below listed streamgaging stations and associated costs, is as follows:

<u>Station number and name</u>		<u>Banning Funds</u>	<u>USGS Funds</u>	<u>Total Funds</u>
Streamflow Site – Full Operation and Maintenance				
340229116510601	Burnt Canyon Creek above Diversion Dam near Banning ¹	\$ 15,300	\$-0-	\$ 15,300
340229116510601	Burnt Canyon Creek above Diversion Dam near Banning Credit for WY17	-4,575	\$-0-	-4,575
Streamflow Sites – Seasonal Operation and Maintenance				
10255890	East Fork Whitewater River Diversion near Banning	15,300	-0-	15,300
10255895	South Fork Whitewater River near Banning ¹	15,300	-0-	15,300
10255897	South Fork Whitewater River Diversion near Banning	15,300	-0-	15,300

¹ Streamflow data will be limited to the low flow range, estimated as less than 100 cfs. Regular operation and maintenance work, however, no attempt will be made to measure high flow events and any discharge above the approximate maximum will not be estimated or published. Indirect determinations of high flow will not be attempted.

Mr. Art Vela, Public Works Director - City of Banning

<u>Station number and name</u>		<u>Banning Funds</u>	<u>USGS Funds</u>	<u>Total Funds</u>
340242116492901	Whitewater River Diversion Flume in Upper Burnt Canyon near Banning	15,300	-0-	15,300
340242116492901	Whitewater River Diversion Flume in Upper Burnt Canyon near Banning Credit for WY17	-4,325	-0-	-4,325
Miscellaneous Measurement Sites				
10255900	Black Wheel Creek Diversion near Banning	1,950	-0-	1,950
340339116490901	Black Wheel Creek above Diversion Dam near Banning	1,950	-0-	1,950
340340116490101	South Fork Whitewater River below Diversion in Canyon near Banning	1,950	-0-	1,950
340344116490902	South Fork Whitewater River below Diversion near Banning	1,950	-0-	1,950
340346116482901	East Fork Whitewater River Leakage near Banning	1,950	-0-	1,950
340347116482901	East Fork Whitewater River below Diversion in Canyon near Banning	1,950	-0-	1,950
340347116483001	East Fork Whitewater River above Diversion Dam near Banning	1,950	-0-	1,950
10 Miscellaneous Discharge Measurements ²		3,250	-0-	3,250
Difficulty Factor		8,000	-0-	8,000
TOTAL		\$92,500	-0-	\$92,500

Total cost of the proposed program is \$92,500. Federal matching funds are not available for this program, so the entire cost of this program will be the responsibility of the City of Banning.

This program letter does serve as certification that the U.S. Geological Survey, as an agency of the United States Federal Government, is a self-insured agency. All Federal Government employees, acting within the scope of their employment, are covered for personal injury by the Federal Employees Compensation Act (5 U.S.C. 8101 et seq.). All Federal Government employees are covered for liability resulting from negligence, wrongful acts, or omissions while performing duties within the scope of their employment, by the Federal Tort Claims Act (28 U.S.C. 2671 et seq.). Please maintain this program letter for your records on this subject.

² Timing and location of these measurements are to be made at the discretion of Banning personnel with input by USGS Redlands Field Office personnel. If fewer measurements are made a credit will be given in the 2019 water year at the 2018 rate.

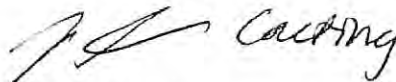
Mr. Art Vela, Public Works Director - City of Banning

Enclosed are two originals of Joint Funding Agreement (JFA) 18WSCA60416600, signed by our agency, for your approval. If you are in agreement with this proposed program, please return one fully executed JFA to our office. Work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this agreement will be rendered quarterly.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that a fully executed JFA be returned prior to December 15, 2017. If it is not received by December 15, we will be required to suspend operations until an agreement is received.

If you have any questions concerning this program please contact Al Caldwell, Deputy Data Program Chief, at (619) 225-6103. If you have any administrative questions please contact Tammy Seubert in our Sacramento Office at (916) 278-3040.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric G. Reichard", is written over a faint, larger signature that appears to say "Caldwell".

Eric G. Reichard
Director, USGS California Water Science Center

Enclosures

cc: Al Caldwell, USGS CAWSC

Form 9-1366
(April 2015)

Page 1 of 2

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18WSCA60416600
Customer#: 6000004166
Project #: ZG00GZV
TIN #: 95-6000674
USGS DUNS #: 1761-38857

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the November 1, 2017, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF BANNING party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water resources investigations in the City of Banning area, herein called the program. The USGS legal authority is 43 USC 36C, 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0.00 by the party of the first part during the period
November 1, 2017 to October 31, 2018
- (b) \$92,500.00 by the party of the second part during the period
November 1, 2017 to October 31, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : \$0.00

Description of the USGS regional/national program:
Not Applicable

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(April 2015)

Page 2 of 2

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18WSCA60416600
Customer#: 6000004166
Project #: ZG00GZV
TIN #: 95-6000674
USGS DUNS #: 1761-38857

USGS Technical Point of Contact

Name: Al Caldwell
Deputy Associate Director for Data
Address: 4165 Spruance Road, Suite 200
San Diego, CA 92101-0812
Telephone: (916) 225-6103
Fax:
Email: lacald@usgs.gov

Customer Technical Point of Contact

Name: Perry Gerdes
Water/Wastewater Superintendent
Address: P.O. Box 998
Banning, CA 92220
Telephone: (951) 849-3273
Fax:
Email: pgerdes@ci.banning.ca.us

USGS Billing Point of Contact

Name: Tamara Seubert
Budget Analyst
Address: Placer Hall 6000 J Street
Sacramento, CA 95819
Telephone: (916) 278-3040
Fax: (916) 278-3070
Email: tseubert@usgs.gov


Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

CITY OF BANNING

Signature

By  Date: 11/2/2017
Name: Eric G. Reichard
Title: Director, USGS California Water Science
Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

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**CITY OF BANNING
BANNING UTILITY AUTHORITY REPORT**

TO: BANNING UTILITY AUTHORITY

FROM: Alejandro Diaz, Acting City Manager

PREPARED BY: Art Vela, Public Works Director
Luis Cardenas, Senior Civil Engineer

MEETING DATE: November 14, 2017

SUBJECT: Discuss and Consider Resolution 2017-18 UA, Awarding a Construction Agreement for Banning Water Canyon Pipeline Replacement Phase 1 to Genesis Construction, of Hemet, CA in the Amount of \$1,055,120 and Establishing a Total Project Budget of \$1,160,632, Rejecting all Other Construction Bids, Approving a Purchase Agreement for Pipeline Materials to McWane Ductile, of Corona, CA in the Amount of \$641,916.83, Rejecting all Other Materials Bids, and Approving a Professional Services Agreement with Michael Baker International of Palm Desert, CA in the Amount of \$177,730 for Contract Administration Services

RECOMMENDED ACTION:

The Banning Utility Authority adopt Resolution 2017-18 UA:

1. Approving a Construction Agreement for Banning Water Canyon Pipeline Replacement Phase 1 with Genesis Construction of Hemet, California, in the amount of \$1,055,120 and a 10% contingency in the amount of \$105,512 for a total project budget of \$1,160,632 and rejecting all other construction bids.
2. Approving a Purchase Agreement for Pipeline Materials with McWane Ductile of Corona, California, in the amount of \$641,916.83 and rejecting all other materials bids.
3. Approving a Professional Services Agreement with Michael Baker International of Palm Desert, CA in the amount of \$177,730 for Contract Administration Services.

4. Authorizing the Interim City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Construction Agreement, Purchase Agreement, and Professional Services Agreement and to approve change orders within the 10% construction contingency.
5. Authorizing the Interim City Manager or his designee to execute the Construction Agreement with Genesis Construction for Banning Water Canyon Pipeline Replacement Phase 1, to execute a Purchase Agreement with McWane Ductile for Pipeline Materials, and to execute a Professional Services Agreement with Michael Baker International.

BACKGROUND:

The Banning Water Canyon Pipeline Replacement Project (Project 2016-02W) has been identified as a critical infrastructure upgrade to ensure the continued reliability of water supplies from the Banning Water Canyon. Eleven out of twenty-one active City wells are in the Banning Water Canyon, which means a main break along this pipeline can have a serious impact on the City's ability to meet water demands. The timing of construction was deliberately targeted to take place during the low demands typically seen in the winter months, to minimize operational issues. The new pipeline alignment will follow an existing access road that allows for easier maintenance moving forward, whereas some segments of the existing pipeline are located in naturalized habitat that make it more challenging to perform routine tasks such as valve exercising and leak detection.

The project will replace the most vulnerable sections with approximately 7,600 linear feet of new 24-inch ductile iron pipe. The existing pipeline consists of various materials, but mostly riveted steel that has reached the end of its useful life, in poor condition, and will be abandoned in place.

Public Works and Purchasing staff advertised a Notice Inviting Bids on October 13, 2017 for the construction of Banning Water Canyon Pipeline Replacement Phase 1 in the Press Enterprise (Attachment 2), and on the City's PlanetBids website. In response to these efforts, the City received eight (8) bids from the following companies:

<u>Companies</u>	<u>Price</u>
1) Genesis Construction	\$1,055,120.00
2) DDH Apple Valley Construction, Inc.	\$1,056,739.90
3) Borden Excavating, Inc.	\$1,207,555.00
4) Downing Construction, Inc.	\$1,263,491.00
5) TE Roberts, Inc.	\$1,333,780.45
6) El-Co Contractors, Inc.	\$1,402,845.00
7) Weka, Inc.	\$1,465,123.00
8) Tri-Star Contracting II, Inc.	\$1,883,238.00

The lowest responsive bidder was Genesis Construction of Hemet, California. Their bid packet is included in Attachment 3.

Public Works and Purchasing staff advertised a Notice Inviting Bids on September 29, 2017 and October 6, 2017 for Pipeline Material in the Press Enterprise (Attachment 2), and on the City's PlanetBids website. In response to these efforts, the City received five (5) bids from the following companies:

<u>Companies</u>	<u>Price</u>
1) McWane Ductile	\$641,916.83
2) Western Water Works Supply Company	\$670,345.46
3) Dangelo Co.	\$680,159.27
4) Inland Water Works	\$680,769.67
5) Ferguson Enterprises, Inc.	\$762,866.31

The lowest responsive bidder was McWane Ductile of Corona, California. Their bid packet is included in Attachment 4.

Due to the project's cost of construction, involvement of multiple permitting agencies, and the need to coordinate several concurrent contracts, staff requested proposals from qualified engineering firms to perform Contract Administration Services, which includes inspections and construction management. The request for proposals (RFP) was sent out to the pre-approved professional engineering vendor list, established by Resolution No. 2017-39. A copy of the RFP is included as Attachment 5. In response to staff's request, three (3) proposals were received from the following firms:

<u>Companies</u>	<u>Price</u>
1) Michael Baker International	\$177,730
2) Albert A. Webb Associates	\$259,640
3) Hazen & Sawyer	\$349,900

In terms of qualifications and experience, all three firms assembled teams with an excellent background managing construction projects in the water industry that would be capable of achieving the results sought by the City. Staff determined that Michael Baker International submitted the best value proposal for this project. Their proposal is included in Attachment 6.

JUSTIFICATION:

The Banning Water Canyon Pipeline Replacement project is crucial for the City to continue to enjoy a reliable water supply. The City has invested in the pipeline design, environmental studies, and permitting required to get this project underway. It is

important that the project be completed during the low demand season to avoid the challenges of operating the Water System without the Banning Water Canyon supplies.

To keep the project on schedule and within budget, Michael Baker International will serve as the day-to-day contract administrator. They will ensure the contractor, and other consultants stay on track by anticipating potential delays and verifying that all permit and contract requirements are met.

Staff chose to bid the materials procurement and the construction separately in order to get more competitive pricing, without the additional markup on the materials. The construction contract also had the option of procuring the pipeline materials under an alternate bid schedule, and these prices were compared against the standalone materials procurement bids.

FISCAL IMPACT:

The Banning Water Canyon Pipeline Replacement Phase 1 will be funded by the 2005 Water Bonds with account number 663-6300-471.95-10, currently holding a balance of approximately \$3,000,000.

Staff is requesting the following encumbrances:

Construction Agreement with Genesis Construction in the amount of \$1,055,120 and a 10% contingency in the amount of \$105,512 for a total of \$1,160,632.

Purchase Agreement with McWane Ductile in the amount of \$641,916.83.

Professional Services Agreement with Michael Baker International in the amount of \$177,730.

OPTIONS:

1. Adopt Resolution 2017-18 UA.
2. Reject the recommendation. If rejected, the City would need to re-bid the project and construction would have to be deferred until Fall of 2018 to avoid impacting the Banning Water Canyon supply during the peak Summer demand season.

ATTACHMENTS:

1. Resolution No. 2017-18 UA
2. Bid Advertisements
3. Construction Agreement
4. Pipeline Materials Lowest Bid
5. RFP for Contract Administration Services
6. Professional Services Agreement

Approved by:


Alejandro Diaz
Acting City Manager

ATTACHMENT 1

(Resolution 2017-18 UA)

RESOLUTION 2017-18 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING A CONSTRUCTION AGREEMENT WITH GENESIS CONSTRUCTION OF HEMET, CALIFORNIA FOR BANNING WATER CANYON PIPELINE REPLACEMENT PHASE 1 IN THE AMOUNT OF \$1,055,120, AND ESTABLISHING A TOTAL PROJECT BUDGET OF \$1,160,632, REJECTING ALL OTHER CONSTRUCTION BIDS, APPROVING A PURCHASE AGREEMENT FOR PIPELINE MATERIALS TO MCWANE DUCTILE, OF CORONA, CALIFORNIA IN THE AMOUNT OF \$641,916.83, REJECTING ALL OTHER MATERIALS BIDS, AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL IN THE AMOUNT OF \$177,730 FOR CONTRACT ADMINISTRATION SERVICES

WHEREAS, the Banning Water Canyon Pipeline Replacement Project has been identified as a critical infrastructure need and part of the 2005 Water Bonds list of CIP projects; and

WHEREAS, the main items for this project include the installation of approximately 7,600 linear feet of 24-inch ductile iron pipe, the abandonment in place of existing steel pipe, and all connections and fittings necessary to incorporate the new segments of pipe with the existing transmission mains; and

WHEREAS, on September 29, 2017 and October 6, 2017 the Public Works Department and Purchasing staff advertised a Notice Inviting Bids from qualified suppliers and received five responsive bids; and

WHEREAS, McWane Ductile of Corona, California was the lowest responsive bidder; and

WHEREAS, the Purchase Agreement for Pipeline Materials will be funded by the 2005 Water Bonds, Account No. 663-6300-471.95-10 in the amount of \$641,916.83,

WHEREAS, on October 13, 2017 the Public Works Department and Purchasing staff advertised a Notice Inviting Bids from qualified contractors and received eight responsive bids; and

WHEREAS, Genesis Construction of Hemet, California was the lowest responsive bidder; and

WHEREAS, the Construction Agreement for Banning Water Canyon Pipeline Replacement Phase 1 will be funded by the 2005 Water Bonds, Account No. 663-6300-471.95-10 in the amount of \$1,055,120, and a 10% contingency will be added for a total project budget amount of \$1,160,632; and

WHEREAS, the City, being limited in staff resources, and having a need to coordinate various contracts and permit requirements, to inspect the quantity and quality of materials and installation methods requested proposals for Contract Administration Services and received three proposals; and

WHEREAS, Michael Baker International of Palm Desert, California was deemed to have submitted the best value proposal and will be funded by the 2005 Water Bonds, Account No. 663-6300-471.95-10 in the amount of \$177,730.

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

SECTION 1. The Banning Utility Authority adopts Resolution No. 2017-18 UA approving the Construction Agreement with Genesis Construction of Hemet, CA in the amount of \$1,055,120 for Banning Water Canyon Pipeline Replacement Phase 1 and a 10% contingency in the amount of \$105,512 for a total project budget of \$1,160,632; rejecting all other construction bids; approving a Purchase Agreement for Pipeline Materials with McWane Ductile of Corona, CA in the amount of \$641,916.83; rejecting all other materials bids; and approving a Professional Services Agreement with Michael Baker International of Palm Desert, CA in the amount of \$177,730 for Contract Administration Services.

SECTION 2. The Interim City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Banning Water Canyon Pipeline Replacement Phase 1 project and to approve change orders to the Construction Contract within the 10% contingency.

SECTION 3. The Interim City Manager is authorized to execute the Construction Agreement with Genesis Construction of Hemet, CA for Banning Water Canyon Pipeline Replacement Phase 1, the Purchase Agreement with McWane Ductile of Corona, CA for Pipeline Materials, and the Professional Services Agreement with Michael Baker International of Palm Desert, CA for Contract Administration Services.

PASSED, ADOPTED AND APPROVED this 14th day of November, 2017.

George Moyer, Chairman
Banning Utility Authority

ATTEST:

Sonja De La Fuente, Secretary

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

Kevin G. Ennis, Esq., Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2017-18 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a scheduled meeting thereof held on the 14th day of November, 2017, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonja De La Fuente, Secretary
Banning Utility Authority
Banning, California

ATTACHMENT 2

(Bid Advertisements)

City of Banning
Invitation for Bids #17-093 for Furnishing and
Delivery of Ductile Iron Pipeline Material for
Banning Water Convey Main Replacement
Phase I - Project No. 2016-03W

NOTICE IS HEREBY GIVEN that online bid price and document submittal must be uploaded to the online bid system in accordance with the instructions included within bid documents for IFB #17-093 for Furnishing and Delivery of Ductile Iron Pipeline Material for Banning Water Convey Main Replacement Phase I - Project No. 2016-03W, on or before the date of the online bid opening. It shall be the responsibility of the bidder to upload his proposal by the announced time any time prior to the deadline. (Submitted bids may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

BID DOCUMENTS: To obtain a copy of the bid documents, please visit <http://www.planetbids.com/bidportal.cfm?CompanyID=3367>. If you are not currently registered with the City of Banning through Planet Bids, please click on the "New Vendor Registration" button on the Planet Bids website and follow the registration instructions. After registering, you may click on the "Bid Opportunities" button to view and download the Bid Documents, which include the complete Notice Inviting Bids document. Firms must also check the web site periodically for addenda information as failure to download any and all addenda, and acknowledge in the bid submittal, will result in bid disqualification.

REQUIREMENTS: Prevailing Wage, Certified Payroll, Bid Bond, Payment and Performance Bond. The successful bidder shall be required to furnish the City of Banning, including \$1,000,000 per occurrence for General Automobile, Professional, and Employer's Liability. Insurance shall name the City of Banning as additional insured. No bid will be considered unless it is made on a proposal form furnished by the City. Each bid must be accompanied by cash, a certified or cashier's check, or bidder's bond of the prescribed form and made payable to the City of Banning for an amount equal to ten (10%) of the total bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to furnish the required bonds and enter into a contract with the City within the period of time provided by the proposal requirements.

If you have additional questions, please contact Jennifer McCoy, via online bid system. Questions are due from vendors by October 4, 2017 no later than 2:00 p.m. The City of Banning will respond by 5:00 p.m. on October 6, 2017.

SEALED BIDS DUE: October 10, 2017 by 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/bidportal.cfm?CompanyID=3367>. 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.

Bid Bond shall be delivered in a separate sealed envelope, Attn: Jennifer McCoy, Purchasing Manager, City of Banning Clerk's Office, Banning City Hall, 99 E. Ramsey Street, CA 92220

If you have additional questions, please contact Jennifer McCoy, via online bid system. Questions are due from vendors by October 4, 2017 no later than 2:00 p.m. The City of Banning will respond by 5:00 p.m. on October 6, 2017.

Advertising Order Confirmation

The Press Enterprise

10/10/17 10:47:34AM
Page 3

City of Banning,
Invitation for Bids for Project No. 2016-02W,
Banning Water Canyon Main Replacement
Phase I

NOTICE IS HEREBY GIVEN that online bid price and document submittal must be uploaded to the online bid system in accordance with the instructions included within bid documents for IFB No. 17-097 - Project No. 2016-02W, Banning Water Canyon Main Replacement Phase I, on or before the hour of 2:30 p.m. on November 3, 2017. It shall be the responsibility of the bidder to upload his proposal to the online bid system. However, proposals may be submitted at any time prior to the deadline. Submitted bids may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

BID DOCUMENTS: To obtain a copy of the bid documents, please visit <http://www.planetbids.com/portal/portal.cfm?companyId=3307>. If you are not currently registered with the City of Banning through Planet Bids, please click on the "New Vendor Registration" button and then complete the electronic supplier registration. After registering, your firm, address, and contact information will be added and download the bid documents, which include the complete Notice Inviting Bids document. Firms must also check the web site periodically for addenda information as failure to download any and all addenda, and acknowledge in the bid submittal, will result in bid disqualification.

REQUIREMENTS: Prevailing Wage, Certified Payroll, Bid Bond, Payment and Performance Bond. The successful bidder shall meet all insurance requirements at the City, including \$1,000,000 per occurrence for General Liability, Professional and Errors and Omissions, Automobile Liability, and Workers Compensation. Banning is additionally insured. No bid will be considered unless it is made on a proposal form furnished by the City. Each bid must be accompanied by cash, a certified or cashier's check, or bidders bond of the prescribed form and made payable to the City of Banning for an amount equal to ten (10%) of the total bid, such amount to be forfeited should the bidder to whom the contract is awarded fail to furnish the required bonds and enter into a contract with the City within the period of time provided by the proposal requirements.

PRE-BID MEETING: October 25, 2017 @ 10:00 a.m. at 99 E. Ramsey St., Banning, CA to discuss the Description of Work. Site walkthrough will immediately follow. Attendance of the pre-bid meeting is mandatory.

SEALED BIDS DUE: November 3, 2017 and Opened Publicly online only by 2:30 p.m.

Bids must be submitted electronically by visiting the City of Banning Planetbids Vendor Portal at <http://www.planetbids.com/portal/portal.cfm?companyId=3307>. Click on the "Log In" button and enter your User Name and Password. Click on "My Opportunities" and then select the Invitation for Bid (IFB). Click on "Place ebid" and follow the instructions.

If you have additional questions, please contact Jennifer McCoy, via online bid system, City of Banning, 99 E. Ramsey St., P.O. Box 998, City Clerk's Office, Banning, CA 92226-0998. Phone: 951-922-3121 Fax: 951-922-3165

CITY OF BANNING, CALIFORNIA
Date: 10/10/17

Jennifer McCoy
Purchasing Manager

10/10/17

ATTACHMENT 3

(Construction Agreement)

SECTION 1.5
OF
PROCEDURAL DOCUMENTS
AGREEMENT

THIS AGREEMENT, made this 14th day of November, 2017 by and between the CITY OF BANNING, hereinafter called "Owner", and Hemet Manufacturing Company, Inc. doing business as Genesis Construction hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete the **PROJECT NO. 2016-02W, "BANNING WATER CANYON MAIN REPLACEMENT PHASE I"** as per the plan and specifications.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same within **120 Working Days** unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages, which may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impractical and extremely difficult to fix the actual damage which will be incurred by owner if the Work is not completed within the number of working days allowed.
5. The Contractor hereby acknowledges that the plans and specifications are made as a part of this contract.
6. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$1,055,120 or as shown in the Notice of Award; subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to recordation of Notice of Completion. Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the Owner to ensure performance under the contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank acceptable to owner as escrow agent who shall pay such moneys to the Contractor upon

satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

7. The term "Contract Documents" means and includes the following:

- a. Invitation for Bids – Section I
- b. Instruction to Bidders
- c. Bid
- d. Bid Bond
- e. Agreement
- f. Payment Bond
- g. Contract Performance Bond
- h. Certificates of Insurance and Endorsements
- i. Notice of Award
- j. Notice to Proceed
- k. Change Orders
- l. Section II - General Conditions
- m. Section III - Supplemental General Conditions
- n. Section IV - Special Provisions, Standard Drawings and Details
- o. Drawings and specifications prepared by the City of Banning or consultant
- p. Questions and Answers Released on Planet Bids:

Release No. 1, dated October 17, 2017

Release No. 2, dated October 31, 2017

8. The owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provisions of this Contract, or the rights and obligations of either in relation thereto the party, Owner or Contractor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and court costs.

10. Pursuant to Section 1770 et. seq., the following, of the California Labor Code, the successful bidder shall pay not less than the higher of State or Federal prevailing rate of per diem wages. The owner has obtained the State Prevailing wage rates from the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the owner, which copies shall be made available for review to any interested party on request.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in copies each of which shall be deemed an original on the date first above written.

OWNER:
CITY OF BANNING

By: _____
Name: Alejandro Diaz
Please Type
Title: Interim City Manager

ATTEST:

By: _____
Name: _____
Please Type
Title: _____

CONTRACTOR:

(SEAL)

By: _____
Name: _____
Please Type
Title: _____
Address: _____
Contractor's License No. _____

ATTEST:

By: _____
Name: _____
Please Type
Title: _____

All signatures on this Contract Agreement on behalf of the Contractor must be acknowledged before a Notary Public. In the event that the Contractor is a corporation, the President/Vice President and the corporate secretary of the corporation must sign and the corporate seal must be affixed thereto.

CORPORATE CERTIFICATE

I, _____, certify that I am the Corporate Secretary of the
_____ Corporation named as CONTRACTOR
in the foregoing contract; that _____, who signed said
contract on behalf of the CONTRACTOR was then _____ of
said corporation; and that said contract was duly signed for and in behalf of said
corporation by authority of its governing body and is within the scope of its corporate
powers.

Name: _____

(SEAL)

ATTEST:

Name _____
(Please Print)

Title _____

Q & A

Set	Question	Answer	Release Date
1.1	Is there an engineering estimate on this project.	\$1,400,000.00	10/17/2017 8:14 AM (Pacific)
1.2	What is the Engineer's Estimate?	\$1,400,000.00	10/17/2017 8:14 AM (Pacific)
2.1	What is the site address where the work will be done? Is there an engineer's estimate available?	The site does not have an address that Google Maps and other navigation software will interpret correctly. It is recommended that the following location description be used: "7,500 feet north of the intersection of Mias Canyon Road and Bluff Street in Banning, CA 92220". Engineer's estimate is \$1,400,000.00.	10/31/2017 9:10 AM (Pacific)
2.2	MJ x FLG Adapters will be needed on items 29-33; these fittings are also used as part of the connection items numbered 40-47. Are the MJ adapters to be considered part of the pay items 29-33 with the fittings or 40-47 with the connections?	As long as the costs are included but not double counted, the City does not have a strong preference for where these costs should be reflected.	10/31/2017 9:10 AM (Pacific)
2.3	Can you clarify the pipe backfill in the pipe zone? The plans show backfill above the pipe to be 6" deep, sand free from rocks and foreign material. The city's standard drawing number W-30 shows 12" backfill above the pipe with Sand Equivalent 30 or better. And the soils report calls for 12" backfill above the pipe with pea gravel or approved granular soil.	Pipe zone shall be per City Standard Drawing W-30 with minimum of 12" of sand material above the pipe.	10/31/2017 9:10 AM (Pacific)
2.4	Can rock and sand screening equipment be used on the site to create the pipe zone backfill material from the material excavated for the pipeline?	Yes, however, rocks larger than 3/4" shall be screened from material for pipe zone bedding.	10/31/2017 9:10 AM (Pacific)
2.5	Can excess rock and soil be spread on-site?	No. Excess rock and soil shall not be allowed to be spread along the access road or dumped to any side of access road. Contractor shall be responsible for exporting excess rock and soil and disposing of them at their sole cost.	10/31/2017 9:10 AM (Pacific)
2.6	Where is the nearest connection point for the construction water?	There are several fire hydrants along the existing pipeline alignment that can be used for construction water. Some are reflected on the project plans.	10/31/2017 9:10 AM (Pacific)
2.7	Is the bid security or bond to be based on the value of Schedule A or Schedule B?	The higher of the two amounts, which should be Schedule B.	10/31/2017 9:10 AM (Pacific)
2.8	For the purpose of listing subcontractors; is the percentage used to be based on schedule A or Schedule B?	Make a copy of that form and submit one each for Schedule A and Schedule B.	10/31/2017 9:10 AM (Pacific)
2.9	Is there a DBE goal for this project?	There is not.	10/31/2017 9:10 AM (Pacific)
2.10	Are there any additional backfill requirements at Station number 140+31.99 due to the shallow depth of the pipe and natural slopes with run-off in the area?	For bidding purposes, assume the backfill will be the same as in other locations.	10/31/2017 9:10 AM (Pacific)
2.11	Can you clarify what permits and licenses will be needed to be paid for by the contractor in item number 1? The general conditions Article 30 (page II-18) states that the city will pay for permits and licenses, but the Supplemental General Conditions Section F (page III-2) states that the contractor will pay for permits and licenses.	The City will pay for most permits and licenses, with a few exceptions. It shall be the Contractor's responsibility to obtain a permit for any excavation of any trench for trenches five (5) feet or more in depth from the appropriate state agency such as the State Division of Industrial Safety. A welding permit from the Forest Service, if needed, will be at the Contractor's expense. Contractor shall pay the City's business license fee.	10/31/2017 9:10 AM (Pacific)
2.12	Bid items 2 & 47, and 4 & 48 appear to cover the same scope, are these duplicate items?	Yes, they are duplicates. Bidder can allocate the costs to items 47 and 48, as they are more descriptive.	10/31/2017 9:10 AM (Pacific)

Q & A

Set	Question	Answer	Release Date
2.13	Will we be able to close the forest road to all traffic during construction?	In segments where there is a secondary access road, the main road may be closed at a location that prevents traffic from having to turn around. Forest Service, Southern California Edison, and the City of Banning will need to be notified 72 hours ahead of road closures.	10/31/2017 9:10 AM (Pacific)
2.14	A written traffic control plan was not listed in the required submittal items. Will a written traffic control plan be required by the city or any other agencies?	Yes, it will be required by the City.	10/31/2017 9:10 AM (Pacific)
2.15	Station 155+24.60 on page 6 of the plans shows and calls out a 24" BFV (N) yet detail 'E' on page 11 of the plans does not show the BFV. Is a 24" BFV required at this station? If so, the quantity of BFV in bid item 10 schedules A and B should be increased by one.	Detail E on sheet 11 is correct. A BFV will not be required at this location.	10/31/2017 9:10 AM (Pacific)
2.16	Station 221+24.99 on page 10 of the plans shows and calls out a 24" BFV (N) yet detail 'G' on page 11 of the plans does not show the BFV. Is a 24" BFV required at this station? If so, the quantity of BFV in bid item 10 schedules A and B should be increased by one.	Detail G on page 11 is correct. A BFV will not be required at this location.	10/31/2017 9:10 AM (Pacific)
2.17	Bid Item 16 and the plans call out for 3" diameter A/V per City Standard W-15. Standard W-15 is for 1" and 2" Air and Vacuum Valve Assembly, not 3". I cannot locate a standard drawing for a 3" A/V. Will a standard drawing be issued for 3"? How do we proceed on this bid item?	Contractor to use the City's Standard Drawing W-15 in concept, and adjust material and size accordingly. A 24" by 4" tee and 4" DIP shall be used, with a reducer just before the 3" Air Valve.	10/31/2017 9:10 AM (Pacific)
2.18	Regarding the BO/HYD per W-18...Which wet barrel hydrant installation do you require, the residential or commercial?	Residential.	10/31/2017 9:10 AM (Pacific)
2.19	Please indicate where the service saddle called for in bid item 35 is on the plans. Also, what size is the pipe the saddle is connecting to and what size is the saddle outlet?	The service saddle shall be deleted from the bid schedule. Bidders can simply enter \$0 for that line item on PlanetBids.	10/31/2017 9:10 AM (Pacific)
2.20	The 3" air vac calls out for spec W-15 but that drawing is for 1" & 2" air vacs only. Will there be a different drawing being used other than the standard W-15?	Contractor to use the City's Standard Drawing W-15 in concept, and adjust material and size accordingly. A 24" by 4" tee and 4" DIP shall be used, with a reducer just before the 3" Air Valve.	10/31/2017 9:10 AM (Pacific)
2.21	Please clarify the quantity and manufacturer of the ductile iron pipe and any appurtenances i.e. (pipe joint restraining devices, polyethylene encasement) that the city will be supplying under bid schedule "A"	The materials supply contract is currently out to bid. Bid documents for that project are available for download through PlanetBids. The intent is for Schedule "A" to exclude those items that would be provided under the materials supply contract (IFB 17-093). If schedule "B" is awarded, the contractor would be responsible for providing all materials.	10/31/2017 9:10 AM (Pacific)
2.22	In the soils report Test Pit T-6 shows a depth of 3' and after driving the site this section appears to be extremely rocky on both the uphill and downhill slopes on either side of the road. Is it possible to find out why they stopped their test pit at 3' instead of going to the depth of the pipe bedding? Did they encounter hard rock that could not be passed with their equipment?	Excavation was stopped at 3 feet due to bed rock refusal.	10/31/2017 9:10 AM (Pacific)
2.23	During the job walk it was mentioned that both pipe and some of the larger fittings would be supplied by the city under bid schedule A. However all of the fitting line items are shown as "Furnish and Install", and the specifications only note the city providing the Pipe. Can you clarify what pipe or fittings will be provided for schedule A? If fittings are being provided will that also include restraints?	Restraint joints will be provided with the pipe along with the V-Bio encasement. A detailed breakdown of the materials to be provided by the City under Schedule "A" may be obtained by downloading the bid documents for the materials supply contract, currently out to bid through PlanetBids (IFB 17-093).	10/31/2017 9:10 AM (Pacific)
2.24	There are multiple RFIs that will affect the bid, with the responses to the RFIs being so close to the bid date is it possible to extend the bid date to allow for changes made by the RFI answers?	Bid date will remain as advertised.	10/31/2017 9:10 AM (Pacific)

Q & A

Set	Question	Answer	Release Date
2.25	When potholing, can we dump the spoils onsite?	Suitable native materials may be used to backfill potholes. Rocks larger than 4" shall not be used. Any excess materials will need to be exported.	10/31/2017 9:10 AM (Pacific)
2.26	It appears that there is not a material specification included in the job specification for this project. I also could not find a standard water specification beyond the water standard drawings on your website. Does the city have a standard water specification that is to be used when quoting this project? I saw the following posted on your website "City standards are available for purchase at the Engineering counter, at a cost of \$31, either by cash or check made payable to the City of Banning." Would these city standards include the standard water material specifications needed?	The Water Standard Drawings available on the City Website typically include a list of materials following each standard detail. There is no separate standalone materials list available, either through the website or available for purchase.	10/31/2017 9:10 AM (Pacific)

SECTION 1.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of Hemet Manufacturing Company, Inc. dba Genesis Construction,
hereinafter called "bidder", organized and existing under the laws of the State of
California, doing business as a Corporation.
* insert "a corporation", "a partnership", or "an individual", as applicable.

To the CITY OF BANNING, hereinafter called "Owner":

In compliance with your Invitation for Bids and Instruction to Bidders, Bidder hereby
proposes to perform all work for the **PROJECT NO. 2016-02W, "BANNING WATER
CANYON MAIN REPLACEMENT PHASE I"** in strict accordance with the Contract
Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid each party
thereto certifies as to his own organization that this Bid has been arrived at
independently, without consultation, communication, or agreement as to any matter
relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees that the Owner shall have a period of forty-five (45) calendar days
after opening of bids within which to accept or reject the bids.

Bidder agrees to commence work under this contract on or before a date to be
specified in the Notice to Proceed and to fully complete the contract within a total of
ONE HUNDRED TWENTY (120) working days thereafter.

Bidder agrees that if the project is not fully completed within said time, he shall pay as
liquidated damages, the sum of **\$2,000.00** for each calendar day thereafter as provided
in the General Conditions, and that this amount shall be presumed to be the amount of
damages sustained by Owner in the event of such a breach by Bidder, as it would be
impractical or extremely difficult to fix the actual damage.

Submitted Through E-Bid System Planet Bids

BID SCHEDULE "A"

PROJECT NO. 2016-02W "BANNING WATER CANYON MAIN REPLACEMENT
PHASE I"

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
1	PERMIT AND LICENSES	1	Lump Sum		
2	TRAFFIC CONTROL	1	Lump Sum		
3	CLEARING & GRUBBING	1	Lump Sum		
4	NPDES COMPLIANCE	1	Lump Sum		
5	INSTALL 24" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 250, TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	7,603	LF		
6	INSTALL 16" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 250, TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	62	LF		
7	INSTALL 12" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	45	LF		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
8	FURNISH AND INSTALL 8" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	10	LF		
9	INSTALL 6" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350 TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	45	LF		
10	FURNISH AND INSTALL 24" BUTTERFLY VALVE PER CITY STANDARD W-15	8	EA		
11	FURNISH AND INSTALL 16" BUTTERFLY VALVE PER CITY STANDARD W-15	2	EA		
12	FURNISH AND INSTALL 14" BUTTERFLY VALVE PER CITY STANDARD W-15	1	EA		
13	FURNISH AND INSTALL 12" BUTTERFLY VALVE PER CITY STANDARD W-15	1	EA		
14	FURNISH AND INSTALL 6" GATE VALVE FLANGED	3	EA		
15	FURNISH AND INSTALL 6" FIRE HYDRANT (WET BARREL)	7	EA		
16	FURNISH AND INSTALL 3" AIR VALVE AND VACUUM RELEASE VALVE	8	EA		
17	FURNISH AND INSTALL 2" SERVICE CONNECTION	1	EA		
18	FURNISH AND INSTALL 24" - 45° D.I. MJ x MJ ELBOWS	11	EA		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
19	FURNISH AND INSTALL 24" – 22.5° D.I. MJ x MJ ELBOWS	20	EA		
20	FURNISH AND INSTALL 24" – 11.25° D.I. MJ x MJ ELBOWS	21	EA		
21	FURNISH AND INSTALL 16" – 90° D.I. MJ x MJ ELBOWS	1	EA		
22	FURNISH AND INSTALL 16" – 45° D.I. MJ x MJ ELBOWS	2	EA		
23	FURNISH AND INSTALL 14" – 90° D.I. MJ x MJ ELBOWS	1	EA		
24	FURNISH AND INSTALL 12" – 45° D.I. MJ x MJ ELBOWS	1	EA		
25	FURNISH AND INSTALL 24" x 18" D.I. MJ x MJ REDUCER	2	EA		
26	FURNISH AND INSTALL 24" x 16" D.I. MJ x MJ REDUCER	2	EA		
27	FURNISH AND INSTALL 24" x 14" D.I. MJ x MJ REDUCER	1	EA		
28	FURNISH AND INSTALL 12" x 8" D.I. MJ x MJ REDUCER	1	EA		
29	FURNISH AND INSTALL 24" x 24" x 16" D.I. TEE	1	EA		
30	FURNISH AND INSTALL 24" x 24" x 12" D.I. TEE	1	EA		
31	FURNISH AND INSTALL 24" x 24" x 8" D.I. TEE	1	EA		
32	FURNISH AND INSTALL 24" x 24" x 6" D.I. TEE	3	EA		
33	FURNISH AND INSTALL 24" x 24" D.I. WYE	2	EA		
34	FURNISH AND INSTALL D.I. 8" – 90° ELBOW	2	EA		
35	FURNISH AND INSTALL SERVICE SADDLE	1	EA		
36	FURNISH AND INSTALL 24" DIA. D.I. BLIND FLANGE	3	EA		
37	FURNISH AND INSTALL 8" D.I. BLIND FLANGE	1	EA		
38	MOBILIZATION, INSURANCE, BONDS	1	Lump Sum		
39	TRENCH AND EXCAVATION SHEETING, SHORING AND BRACING FOR PROTECTION OF LIFE AND LIMB	1	Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
40	FURNISH AND INSTALL CONNECTION "A" INCLUDING VALVE FITTING, PIPING, DEWATERING THRUST BLOCKS AND ALL ASSOCIATED WORK	1	Lump Sum		
41	FURNISH AND INSTALL CONNECTION "B" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
42	FURNISH AND INSTALL CONNECTION "C" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
43	FURNISH AND INSTALL CONNECTION "D" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
44	FURNISH AND INSTALL CONNECTION "E" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
45	FURNISH AND INSTALL CONNECTION "F" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
46	FURNISH AND INSTALL CONNECTION "G" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
47	PREPARE AND IMPLEMENT TRAFFIC CONTROL TO ACCOMMODATE CONTRACTOR'S CONSTRUCTION SCHEDULE AND METHODS	1	Lump Sum		
48	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN AND MONITORING PROGRAM AND BMP IMPLEMENTATION	1	Lump Sum		
49	POTHOLE ALL EXISTING UTILITIES SHOWN ON PLANS WHICH MAY BE CONFLICT HORIZONTALLY AND VERTICALLY PRIOR TO CONSTRUCTION	1	Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
50	IMPLEMENT CEQA REQUIREMENTS INCLUDING MITIGATION MONITORING AND REPORTING PROGRAM	1	Lump Sum		
51	FLUSHING AND PRESSURE TESTING PIPELINES	1	Lump Sum		
52	DISINFECTION AND BAC-T TESTING OF WATERLINES AND DISCHARGE PER CITY'S REQUIREMENTS	1	Lump Sum		
53	MAINTAIN AND PROVIDE RECORD DRAWINGS PER SPECIFICATIONS	1	Lump Sum		
54	ABANDON EXISTING WATERLINE IN PLACE AND SALVAGE APPURTENANCES TO CITY OF BANNING	1	Lump Sum		
55	FURNISH AND INSTALL VARIOUS SIZE PIPE MATERIAL PER SPECIAL PROVISIONS	1	Lump Sum		
56	ALL WORK REQUIRED PER PLAN AND SPECIFICATIONS BUT NOT ON BID ITEM 1 THRU 56	1	Lump Sum		
57	FORCE ACCOUNT WORK	1	Lump Sum		\$30,000*

BID SCHEDULE "A"

TOTAL BID AMOUNT IN FIGURES: \$ _____
(Bid Item No.'s 1 through 57)

TOTAL BID AMOUNT IN WORDS: _____

(Bid Item No.'s 1 through 57)

Note: Upon award of Contract, the contractor will be required to provide the City with a further breakdown of the cost to perform the work.

* Force account amount shall not change.

Submitted through E-Bid System Planet Bids

BID SCHEDULE "B"

PROJECT NO. 2016-02W "BANNING WATER CANYON MAIN REPLACEMENT
PHASE I"

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
1	PERMIT AND LICENSES	1	Lump Sum		
2	TRAFFIC CONTROL	1	Lump Sum		
3	CLEARING & GRUBBING	1	Lump Sum		
4	NPDES COMPLIANCE	1	Lump Sum		
5	FURNISH AND INSTALL 24" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 250, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	7,603	LF		
6	FURNISH AND INSTALL 16" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 250, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	62	LF		
7	FURNISH AND INSTALL 12" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	45	LF		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
8	FURNISH AND INSTALL 8" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	10	LF		
9	FURNISH AND INSTALL 6" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS	45	LF		
10	FURNISH AND INSTALL 24" BUTTERFLY VALVE PER CITY STANDARD W-15	8	EA		
11	FURNISH AND INSTALL 16" BUTTERFLY VALVE PER CITY STANDARD W-15	2	EA		
12	FURNISH AND INSTALL 14" BUTTERFLY VALVE PER CITY STANDARD W-15	1	EA		
13	FURNISH AND INSTALL 12" BUTTERFLY VALVE PER CITY STANDARD W-15	1	EA		
14	FURNISH AND INSTALL 6" GATE VALVE FLANGED	3	EA		
15	FURNISH AND INSTALL 6" FIRE HYDRANT (WET BARREL)	7	EA		
16	FURNISH AND INSTALL 3" AIR VALVE AND VACUUM RELEASE VALVE	8	EA		
17	FURNISH AND INSTALL 2" SERVICE CONNECTION	1	EA		
18	FURNISH AND INSTALL 24" - 45° D.I. MJ x MJ ELBOWS	11	EA		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
19	FURNISH AND INSTALL 24" – 22.5° D.I. MJ x MJ ELBOWS	20	EA		
20	FURNISH AND INSTALL 24" – 11.25° D.I. MJ x MJ ELBOWS	21	EA		
21	FURNISH AND INSTALL 16" – 90° D.I. MJ x MJ ELBOWS	1	EA		
22	FURNISH AND INSTALL 16" – 45° D.I. MJ x MJ ELBOWS	2	EA		
23	FURNISH AND INSTALL 14" – 90° D.I. MJ x MJ ELBOWS	1	EA		
24	FURNISH AND INSTALL 12" – 45° D.I. MJ x MJ ELBOWS	1	EA		
25	FURNISH AND INSTALL 24" x 18" D.I. MJ x MJ REDUCER	2	EA		
26	FURNISH AND INSTALL 24" x 16" D.I. MJ x MJ REDUCER	2	EA		
27	FURNISH AND INSTALL 24" x 14" D.I. MJ x MJ REDUCER	1	EA		
28	FURNISH AND INSTALL 12" x 8" D.I. MJ x MJ REDUCER	1	EA		
29	FURNISH AND INSTALL 24" x 24" x 16" D.I. TEE	1	EA		
30	FURNISH AND INSTALL 24" x 24" x 12" D.I. TEE	1	EA		
31	FURNISH AND INSTALL 24" x 24" x 8" D.I. TEE	1	EA		
32	FURNISH AND INSTALL 24" x 24" x 6" D.I. TEE	3	EA		
33	FURNISH AND INSTALL 24" x 24" D.I. WYE	2	EA		
34	FURNISH AND INSTALL D.I. 8" – 90° ELBOW	2	EA		
35	FURNISH AND INSTALL SERVICE SADDLE	1	EA		
36	FURNISH AND INSTALL 24" DIA. D.I. BLIND FLANGE	3	EA		
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38	MOBILIZATION, INSURANCE, BONDS	1	Lump Sum		
39	TRENCH AND EXCAVATION SHEETING, SHORING AND BRACING FOR PROTECTION OF LIFE AND LIMB	1	Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
40	FURNISH AND INSTALL CONNECTION "A" INCLUDING VALVE FITTING, PIPING, DEWATERING THRUST BLOCKS AND ALL ASSOCIATED WORK	1	Lump Sum		
41	FURNISH AND INSTALL CONNECTION "B" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
42	FURNISH AND INSTALL CONNECTION "C" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
43	FURNISH AND INSTALL CONNECTION "D" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
44	FURNISH AND INSTALL CONNECTION "E" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
45	FURNISH AND INSTALL CONNECTION "F" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
46	FURNISH AND INSTALL CONNECTION "G" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK	1	Lump Sum		
47	PREPARE AND IMPLEMENT TRAFFIC CONTROL TO ACCOMMODATE CONTRACTOR'S CONSTRUCTION SCHEDULE AND METHODS	1	Lump Sum		
48	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN AND MONITORING PROGRAM AND BMP IMPLEMENTATION	1	Lump Sum		
49	POTHOLE ALL EXISTING UTILITIES SHOWN ON PLANS WHICH MAY BE CONFLICT HORIZONTALLY AND VERTICALLY PRIOR TO CONSTRUCTION	1	Lump Sum		

ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
50	IMPLEMENT CEQA REQUIREMENTS INCLUDING MITIGATION MONITORING AND REPORTING PROGRAM	1	Lump Sum		
51	FLUSHING AND PRESSURE TESTING PIPELINES	1	Lump Sum		
52	DISINFECTION AND BAC-T TESTING OF WATERLINES AND DISCHARGE PER CITY'S REQUIREMENTS	1	Lump Sum		
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55	FURNISH AND INSTALL VARIOUS SIZE PIPE MATERIAL PER SPECIAL PROVISIONS	1	Lump Sum		
56	ALL WORK REQUIRED PER PLAN AND SPECIFICATIONS BUT NOT ON BID ITEM 1 THRU 56	1	Lump Sum		
57	FORCE ACCOUNT WORK	1	Lump Sum		\$30,000*

BID SCHEDULE "B"

TOTAL BID AMOUNT IN FIGURES: \$ _____
(Bid Item No.'s 1 through 57)

TOTAL BID AMOUNT IN WORDS: _____

(Bid Item No.'s 1 through 57)

Note: Upon award of Contract, the contractor will be required to provide the City with a further breakdown of the cost to perform the work.

* Force account amount shall not change.

ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum No.: _____ DATED: _____

Addendum No.: _____ DATED: _____

Addendum No.: _____ DATED: _____

NOTE: All addenda shall be signed by the Bidder and submitted with the bid package.

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF Riverside

being first duly sworn, the party making the Hemet Mfg. Co., Inc. dba
(Name of Bidder) Genesis Construction

foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Candace D. Perry
(Signature)

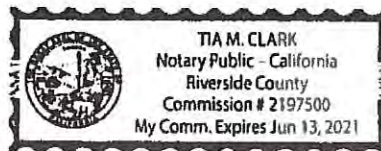
Candace D. Perry, President
(Typed Name)

SUBSCRIBED BEFORE ME on this 27th day of October, 2017.
by Candace D. Perry, proved to me on the
basis of satisfactory evidence to be the
person who appeared before me.

Tia M. Clark
Notary Public

My commission Expires:

June 13, 2021



BID SECURITY OR BOND

There is enclosed herewith bid security or bond in the following form (check one):

- ☐ Cash (10%)
- ☐ Cashier's Check or Certified Check (10%)
- ☒ Bond - 1 Surety (10%)

in the sum of Ten Percent (10%) percent of the base bid of \$, made payable to the order of the City of Banning, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the cashier's check or surety bond and the money payable thereon shall be and remain the property of the CITY OF BANNING.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Drawings and Specifications and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all security regulations enforced at this facility.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (½) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below: (a) The name and the location of the place of business of each

subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent ($1/2$ of 1%) of the Contractor's total bid; (b) the portion of the work which will be done by each such subcontractor; and (c) the subcontractors contractor license number. If this information is not provided with the bid, the City may deem the bid non-responsive.

Each subcontractor shall possess, both at the time the bid is submitted and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent ($1/2$ of 1%) of the Contractor's total bid, he agrees that he is fully qualified to perform that work himself, and that he shall perform that work himself, and that he shall perform that portion himself.

If the Contractor violates any of the provisions of this section, it is deemed to have violated and breached this contract, and the City may exercise the option in its own discretion of: (1) canceling the contract; or (2) assessing the contract or a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. The Contractor shall be entitled to a public hearing in five (5) days notice of the time and place of the hearing.

LIST OF SUBCONTRACTORS

NAME:	License No: Classification:	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	License No: Classification:	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	License No: Classification:	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MATERIAL SUPPLIERS

NAME: Yo Fire	MATERIAL(S) TO BE SUPPLIED Pipe Fittings + Restraints	
ADDRESS: 1591 S. Lilac	Telephone: 909- 746-0308	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: Bloomington, CA 92316	Bid Item No. 5-46	% of Total bid 19%

NAME: Werner Corp	MATERIAL(S) TO BE SUPPLIED	
ADDRESS: Gilman Springs Rd.	Telephone: 951- 277-9110	Ownership (Circle One) Minority Women <u>Not Applicable</u>
City, Zip: Moreno Valley, CA 92552	Bid Item No. 59	% of Total bid 4%

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>
<u>Ductile Iron Pipe</u>	<u>U.S. Pipe + Foundry</u>
<u>Main Line Valve</u>	<u>DC Zunk</u>
<u>Fire Hydrant</u>	<u>CLOW</u>
<u>Air Vacuum and Air Release Valves</u>	<u>A-PCO</u>
<u>Ductile Iron Pipe Fitting Restraint</u>	<u>Star Pipe</u>

No change shall be allowed of any material manufacturer listed above after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

DECLARATION OF ACCURACY

I, the undersigned, declare under penalty of perjury that the information presented in this bid, including without limitation the Contractor's license number and expiration date, are true and correct to the best of my knowledge. The bid of any Bidder not signed by the Bidder, or not containing the Bidder's license number and license expiration date, or containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected.

Hemet Mfg. Co., Inc. dba
Genesis Construction

Candace D. Perry

Name

Candace D. Perry

Signature

President

Title

10-27-17

Date

433661

Contractor's License No.

95-3396732

Federal ID No. (If applicable)

P.O. Box 5399

Address

Hemet, CA 92544

City, State, Zip

951-652-6977

Telephone

A

Type of License

1-31-18

Expiration Date of License

(SEAL - if Bid is by a corporation)

ATTEST

Tia M. Clark

Tia M. Clark

Administrator

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor agrees to utilize federal job classifications for the submittal of the certified payrolls and further agrees to pay all of its employees the higher of the prevailing State or Federal wages.

CONTRACTOR:

Hemet Mfg. Co., Inc.dba

Genesis Construction

Firm Name

Candace D. Perry

By Candace D. Perry

President

Title

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name
38 Years

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

Year	Type of Work	Contract Amt.	Location	Contact person/phone	
1	2016	Potable & Non Potable Water 10,352 LF DIP 7,055 LF DIP 2,040 LF Steel	\$3,171,000	Temescal Canyon Corona, CA	Steve Murrow Murrow CM 949-998-3271
2	2015	Potable Water 3,800 LF DIP	\$1,211,000	Redlands, CA	Jacob Mendrin Perera, Inc. 909-296-0129
3	2014	Potable Water 1,762 LF DIP	\$1,068,000	Riverside, CA	Eric Escobar City of Riverside 951-826-5821
4		See Attachment "A"			
5					

State of California Contractor's License No.: 433661

Contractor's License Expiration Date: 1-31-18

Genesis Construction Statement of Experience

Attachment "A"

Agency Name & Address	Agency Contact & Phone	Type of Work Completed	Name of Project	Contract Amount	Year Completed
Eastern Municipal Water District 2270 E. Trumble Rd Perris, CA 92570	Karl Roland 951-928-3777 x 4442	4 - Various Contracts	Spec 716S-801W-805W-874P	\$3,151,637.00	2000
		5 - Various Contracts	Spec 809W-817S-826W-822W-833P	\$1,781,498.00	2001
		7 - Various Contracts	Spec 807W-750W-832W-853S-850W-859S-839W-824W	\$6,320,655.00	2002
	Bruce Mitzel 951-928-3777 x 4478	3 - Various Contracts	Spec 873W-849S-858W	\$2,203,331.00	2003
		2 - Various Contracts	Spec RFP 2023 - Leon Road	\$515,000.00	2004
		2 - Various Contracts	Spec 943W-994W	\$3,080,827.00	2005
	Anthony Valenzuela 951-928-3777 ext 4451	4 - Various Contracts	Spec 987W-1008W-1011W-1020S	\$7,599,957.00	2006
		2 - Various Contracts	Spec 1040SD-1067S	\$10,732,788.00	2007
		2 - Various Contracts	Spec 1089W, 1099P	\$4,214,000.00	2008
	Jeff Gollmer 951-928-3777 ext 4828	1 - Various Contract	Spec 959W	\$5,414,000.00	2009
		1 - Various Contract	Spec 1158P	\$715,000.00	2010
		5 - Various Contracts	Spec 1140S-1,1178W 1191S 1199W, RFP 2411	\$1,349,451.00	2011
	Charlie Bachmann 951-928-3777 ext 4461	4 - Various Contracts	Spec 956W, 1192W, 1193W 1208W	\$2,707,008.00	2012
		4 - Various Contracts	Spec 1200P, 1216S, 1228P, 1143W	\$7,181,393.00	2013
		Water Line Replacement	Spec 1224W	\$4,150,809.19	2014
		Wtr, Swr & Sewer Lift Station	Spec 1242W, 1250S, 1257S, 1254SD	\$3,281,882.00	2015
		Wall 43 & 44 Demo & Abandon	Spec 1273W, BL-2830	\$228,547.00	2016
		Perris II Desalter Pipeline	1207W	\$278,717.00	2017
		7th Street Pavement Rehab	Spec RFP BL 2843	\$48,399.00	2017
		Bio Filter Rehabilitation Project	Spec RFP BL 2834	\$1,141,312.00	2017
Kidwell Water District 25945 State Highway 243 Idyllwild, CA 92549	Jack Hoagland 951-659-2143	Water	Water Line Replacement Project	\$643,000.00	2017
Coachella Valley Water District P.O. Box 1058 Coachella, CA 92236	Michael Schaefer 760-398-2661 ext 2273 Brian Fogg 760-398-2661 ext 2331 Came Olfphani 760-398-2661 ext 2268 Jorge Meza 760-398-2661 ext 2369	Sewer Force Main	Spec 2000-7	\$269,198.00	2000
		3 - Various Contracts	Spec 2002-2, 2002-3, 2002-10	\$721,542.00	2002
		Influent Force Main	Spec WRP #7	\$636,959.00	2004
		2 - Various Contracts	Spec 2004-11, 2005-20	\$5,865,969.00	2005
		Arsenic Removal Facility	RTG 5592 A.1 5591 E.3	\$5,169,324.00	2006
		Sewer	Spec 2006-9	\$5,893,777.00	2007
		Water	Spec 2008-6, 2008-23	\$1,618,000.00	2009
		Water	Water Reclamation Plant # 7	\$281,364.77	2012
		Water Site Work	Spec No 2014-48	\$147,150.87	2013
		OM&R Canal, Site Work	Spec No 2013-60	\$212,600.00	2015
		Water	Water + Life Museum	\$880,777.00	2005
		Water/Sewer	Sear Parkway Improvements Off-Site Utilities	\$3,859,000.00	2006
		Water	Lake Skinner Treatment Plant 106" & 120" Water Repair	\$845,000.00	2010
Metropolitan Water District 720 North Alameda St Los Angeles, CA 90012	Cash Spradling 909-615-9746 Frank Gangi 818-247-2414	Water	Water + Life Museum	\$880,777.00	2005
		Water/Sewer	Sear Parkway Improvements Off-Site Utilities	\$3,859,000.00	2006
City of Hemet 443 E. Florida Avenue Hemet, CA 92343	Nino Abad 951-785-2300	Storm Drain	Sanderson Avenue St. Improvements	\$413,230.65	2010
		Sewer	Inez Street Sewer Line & Manhole Improvements	\$357,359.06	2010
Western Municipal Water District 14205 Mendon Parkway Riverside, CA 92518	Jeff Sims 951-789-5021 Tom Safford 951-789-5022 Brad Sackell 951-789-5031 Sergio Felix 951-571-7100	Well Site	Hospital Sewer Line & Manhole Improvements	\$63,242.00	2011
		Well Site	Well Site Improvements	\$65,684.20	2011
City of Riverside 3900 Main St 6th Floor Riverside, CA 92522	Leo Ferrando 951-826-5894 John Farley 951-826-5705 Tamra Seymour 951-826-5872 Eric Escobar 951-826-5821	Water	Pipe Re-Alignment under Pond	\$91,178.00	2002
		Sewer / Water	Nandina Ave. Spec W115-B	\$1,148,777.00	2003
		Water	Cleveland Ave. Transmission Main	\$2,665,000.00	2004
		Pump Station	Mockingbird Canyon	\$1,062,392.00	2006
		Water	24" CML&C Water Spec W-161	\$923,000.00	2009
		Water	Misc. Repair Projects	\$140,000.00	2010
		Plumbing	Pressure Reducing Station, Piping, Site Work	\$215,777.00	2015
		Water	6" Waterline Abandonment, Install 10"-12" Piping	\$549,777.00	2015
		Water	Meyers St. 16" Water Transmission Main	\$406,975.00	2003
		Water	Monterey Rd. Water Main Replacement	\$483,335.00	2003
		Water	Iowa and Linden Water Transmission Main	\$2,585,000.00	2004
		Water	60/91/215 Waterline	\$1,075,237.00	2005
		Sewer	Sycamore Canyon Sewer	\$320,000.00	2005
		Water	Riverside Railroad Crossing	\$1,348,777.00	2007
		Water	Jurupa Ave. Underpass 12" Water Main	\$663,777.00	2007
		Sewer	Mission Inn Avenue Sewer	\$610,000.00	2008
		Water	Misc. Repair Projects	\$140,000.00	2010
San Bernardino Valley MWD 380 Vanderbilt Way San Bernardino, CA 92408	Mike Esquer 909-387-9700	Plumbing, Site Work	Casa Blanca Substation Power Project, Gage Gas Pipeline	\$1,189,070.00	2011
		Sewer	Maplewood/Branford Ave. Sewer Project	\$551,777.00	2012
		Pump Station	Whitegates Pump Station II	\$265,337.00	2012
		Storm Drain	Sedgewick Ave.	\$168,777.00	2012
		Pump Station	Ivy St. Bridge Pump Booster Pump Station	\$362,968.00	2012
		Water	Magnolia Ave. Grade Separation Project	\$1,054,777.00	2013
		Water	Gage/Van Buren St. Waterline	\$370,569.71	2014
		Site Work	Canal Repair	\$544,453.12	2014
		Water	Mt Vamon Avenue Waterline Relocation	\$60,785.68	2014
		Pump Station	Grafton Booster Station and Watermain Replacement	\$942,777.00	2018
		Well Site	Brunton Well R-1 Equipping	\$1,075,777.00	2018
		Water	City Creek Turnout & Hydroelectric Station	\$2,907,526.00	2017
		Water	Well-Tank Site Improvements	\$98,875.00	2002
		Water, Sewer, Gas, Conduit, Streets, Chiller Pipe & Chiller Plant	Pipeline and Street Improvements at Calif. School for the Deaf	\$14,129,000.00	2009
		Water	Waste Water Pond Liner Replacement Cinteela State Prison	\$1,528,094.00	2017
		Water	Magnesia Falls Cove / White Sun A.D. Ditch Shore Road	\$7,463,777.00	2003
		Water		\$443,764.55	2004
City of Rancho Mirage 89-825 Highway 111 Rancho Mirage, CA 92270	Heath McMahon 951-296-6900 Cory Wallace 951-296-6900	Streets/Sewer/Water			
		Water			
		Waterline	Pauba Road	\$387,500.00	2002
		Waterline	Buck Road	\$485,000.00	2004
		Water	1305 Pressure Zone Phase I	\$3,288,777.00	2007
		Water	Cathodic Protection Test Stations Phase I	\$180,494.00	2009
		Water	East Benton Road	\$226,000.00	2010
		Water	Cathodic Protection Test Stations Phase II	\$239,027.00	2011
		Plumbing, Water Pump Station	Cathodic Protection-Various, Benton Rd. Water	\$1,286,424.00	2011
		Waterline	Pauba Road Waterline	\$209,095.00	2012
		Pump Station	Redonda Mesa Hydropneumatic Pump Station	\$580,435.76	2012
		Plumbing	Pressure Reducing Stations	\$711,823.00	2014
		Plumbing	Water Quality Test Station	\$212,000.00	2017
City of Corona 400 S. Vicente Ave Corona, CA 92602	Jeff Schippers 714-808-2180 Carolyn Appelt 951-279-3520	Pump Station	Arlington Desalter Project	\$845,777.00	2012
		Reclaimed Water	Butterfield Park Reclaimed Waterline Project	\$2,631,302.00	2014
		Sewer Lift Station	Ahmanson Lift Station Upgrades	\$849,777.00	2015
Balfour Beatty Construction 10820 Treana St. Suite #300 San Diego, CA 92131	Mike Ross 951-325-3765	Water, Sewer, Storm Drain, Gas Sewer	Acacia Middle School Site Utilities Hemet Elementary School SWPPP	\$1,809,318.00 \$48,777.00	2014 2016

COPY

SECTION 1.4
OF
PROCEDURAL DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____, as Principal, and _____, as Surety, are
hereby held and firmly bound unto the CITY OF BANNING as Owner in the penal sum
of Ten Percent (10%) of Bid for payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, successors and assigns. *Hemet Manufacturing Company, Inc.
dba Genesis Construction

Signed, this 27th day of October, 2017. The
Condition of the above obligation is such that whereas the Principal has submitted to
the CITY OF BANNING a certain Bid, attached hereto and hereby made a part hereof
to enter into a contract in writing for the

**PROJECT NO. 2016-02W, "BANNING WATER CANYON MAIN REPLACEMENT
PHASE I"**

NOW, THEREFORE,

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver,
within fifteen (15) days after the Notice of Award, a contract in the form
attached hereto (properly completed in accordance with said Bid) and
shall furnish a Bond for his faithful performance of said Contract and for
the payment of all persons performing labor or furnishing materials in
connection therewith, the required Insurance Certificates, and shall in all
other respects perform the agreement created by the acceptance of said
Bid, then this obligation shall be void, otherwise the same shall remain in
force and effect; it being expressly understood and agreed that the liability
of the Surety for any and all claims there under shall, in no event, exceed
the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said
Surety and its Bond shall be in no way impaired or affected by any extension of the time
within which the Owner may accept such Bid; and said Surety does hereby waive notice
of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered,
the Surety shall pay all costs incurred by the Obligee in such suit, including a
reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses
(If Individual):

Principal: Hemet Manufacturing Company, Inc.
dba Genesis Construction

By Candace D. Perry
Candace D. Perry
Title President

ATTEST (If Corporation):

By [Signature]
Title Project Admin.
(Corporate Seal)

SURETY: Hudson Insurance Company

By: [Signature]
Title Janice Martin
Attorney-in-Fact

ATTEST:

By Rachel Mullen
Title Rachel Mullen, Acct. Mgr.
(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance code.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hudson Insurance Company

100 William St., 5th Floor

New York, NY 10038

(Name and address of Agent or Representative in California, if different from above)

Alliant Insurance Services, Inc.

701 B Street, 6th Floor

San Diego, CA 92101

(Telephone number and address of Surety and Agent or Representative in California)

Surety: 212-978-2800

Agent: 619-238-1828

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

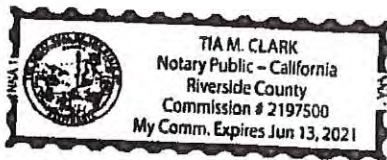
STATE OF CALIFORNIA

County of Riverside

On 10-27-17 before me, Tia M. Clark, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Candace D. Perry

Name(s) of Signer(s)



Place Notary Seal Above

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

Tia M. Clark
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On OCT 27 2017 before me, Lilia De Loera, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Janice Martin

Name(s) of Signer(s)



Place Notary Seal Above

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 Lilia De Loera, Notary Public

OPTIONAL

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

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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lawrence F. McMahon, Sarah Myers, Ryan E. Warnock, Janice Martin, Christopher Conte
of the State of California

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 18th day of August, 20 16 at New York, New York.



Attest:
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By:
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 18th day of August, 20 16 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MUG067553
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In witness the hand of the undersigned and the seal of said Company this 27th day of October, 20 17

By:
Dina Daskalakis, Corporate Secretary

Bid Results

8 Bid Results

Bidder Details

Vendor Name Hemet Mfg. Co., Inc.
Address P.O. Box 5399
 Hemet, CA 92544
 United States

Respondee Larry Bartell
Respondee Title Estimator
Phone 951-652-6977 Ext. 717
Email estimating@genesisconst.com
Vendor Type DGS,DBE,CADIR,WBE
License # 433661
CA DIR

Bid Detail

Bid Format Electronic
Submitted November 3, 2017 12:00:30 PM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 122325
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
2016-02W Genesis Construction	2016-02W Genesis Construction.pdf	General Attachment

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	BID SCHEDULE "A"					
1	PERMIT AND LICENSES					
	1	Lump Sum	1	\$3,513.00	\$3,513.00	
2	TRAFFIC CONTROL					
	2	Lump Sum	1	0	0	
3	CLEARING & GRUBBING					
	3	Lump Sum	1	\$7,150.00	\$7,150.00	
4	NPDES COMPLIANCE					
	4	Lump Sum	1	0	0	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
5	INSTALL 24" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 250, TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	5	LF	7603	\$42.00	\$319,326.00	
6	INSTALL 16" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 250, TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	6	LF	62	\$319.00	\$19,778.00	
7	INSTALL 12" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	7	LF	45	\$435.00	\$19,575.00	
8	FURNISH AND INSTALL 8" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	8	LF	10	\$1,947.00	\$19,470.00	
9	INSTALL 6" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350 TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	9	LF	45	\$435.00	\$19,575.00	
10	FURNISH AND INSTALL 24" BUTTERFLY VALVE PER CITY STANDARD W-15					
	10	EA	8	\$10,441.00	\$83,528.00	
11	FURNISH AND INSTALL 16" BUTTERFLY VALVE PER CITY STANDARD W-15					
	11	EA	2	\$5,931.00	\$11,862.00	
12	FURNISH AND INSTALL 14" BUTTERFLY VALVE PER CITY STANDARD W-15					
	12	EA	1	\$6,701.00	\$6,701.00	
13	FURNISH AND INSTALL 12" BUTTERFLY VALVE PER CITY STANDARD W-15					
	13	EA	1	\$6,261.00	\$6,261.00	
14	FURNISH AND INSTALL 6" GATE VALVE FLANGED					
	14	EA	3	\$2,595.00	\$7,785.00	
15	FURNISH AND INSTALL 6" FIRE HYDRANT (WET BARREL)					
	15	EA	7	\$9,063.00	\$63,441.00	
16	FURNISH AND INSTALL 3" AIR VALVE AND VACUUM RELEASE VALVE					
	16	EA	8	\$8,696.00	\$69,568.00	
17	FURNISH AND INSTALL 2" SERVICE CONNECTION					
	17	EA	1	\$8,699.00	\$8,699.00	
18	FURNISH AND INSTALL 24" - 45° D.I. MJ x MJ ELBOWS					
	18	EA	11	\$1,829.00	\$20,119.00	
19	FURNISH AND INSTALL 24" - 22.5° D.I. MJ x MJ ELBOWS					
	19	EA	20	\$1,591.00	\$31,820.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
20	FURNISH AND INSTALL 24" - 11.25° D.I. MJ x MJ ELBOWS					
	20	EA	21	\$1,721.00	\$36,141.00	
21	FURNISH AND INSTALL 16" - 90° D.I. MJ x MJ ELBOWS					
	21	EA	1	\$4,919.00	\$4,919.00	
22	FURNISH AND INSTALL 16" - 45° D.I. MJ x MJ ELBOWS					
	22	EA	2	\$2,994.00	\$5,988.00	
23	FURNISH AND INSTALL 14" - 90° D.I. MJ x MJ ELBOWS					
	23	EA	1	\$4,919.00	\$4,919.00	
24	FURNISH AND INSTALL 12" - 45° D.I. MJ x MJ ELBOWS					
	24	EA	1	\$4,699.00	\$4,699.00	
25	FURNISH AND INSTALL 24" x 18" D.I. MJ x MJ REDUCER					
	25	EA	2	\$3,725.00	\$7,450.00	
26	FURNISH AND INSTALL 24" x 16" D.I. MJ x MJ REDUCER					
	26	EA	2	\$3,560.00	\$7,120.00	
27	FURNISH AND INSTALL 24" x 14" D.I. MJ x MJ REDUCER					
	27	EA	1	\$5,375.00	\$5,375.00	
28	FURNISH AND INSTALL 12" x 8" D.I. MJ x MJ REDUCER					
	28	EA	1	\$4,275.00	\$4,275.00	
29	FURNISH AND INSTALL 24" x 24" x 16" D.I. TEE					
	29	EA	1	\$6,915.00	\$6,915.00	
30	FURNISH AND INSTALL 24" x 24" x 12" D.I. TEE					
	30	EA	1	\$5,155.00	\$5,155.00	
31	FURNISH AND INSTALL 24" x 24" x 8" D.I. TEE					
	31	EA	1	\$6,695.00	\$6,695.00	
32	FURNISH AND INSTALL 24" x 24" x 6" D.I. TEE					
	32	EA	3	\$4,385.00	\$13,155.00	
33	FURNISH AND INSTALL 24" x 24" D.I. WYE					
	33	EA	2	\$6,899.00	\$13,798.00	
34	FURNISH AND INSTALL D.I. 8" - 90° ELBOW					
	34	EA	2	\$2,135.00	\$4,270.00	
35	FURNISH AND INSTALL SERVICE SADDLE					
	35	EA	1	0	0	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
36	FURNISH AND INSTALL 24" DIA. D.I. BLIND FLANGE					
	36	EA	3	\$2,436.00	\$7,308.00	
37	FURNISH AND INSTALL 8" D.I. BLIND FLANGE					
	37	EA	1	\$3,939.00	\$3,939.00	
38	MOBILIZATION, INSURANCE, BONDS					
	38	Lump Sum	1	\$28,076.00	\$28,076.00	
39	TRENCH AND EXCAVATION SHEETING, SHORING AND BRACING FOR PROTECTION OF LIFE AND LIMB					
	39	Lump Sum	1	\$7,249.00	\$7,249.00	
40	FURNISH AND INSTALL CONNECTION "A" INCLUDING VALVE FITTING, PIPING, DEWATERING THRUST BLOCKS AND ALL ASSOCIATED WORK					
	40	Lump Sum	1	\$8,901.00	\$8,901.00	
41	FURNISH AND INSTALL CONNECTION "B" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	41	Lump Sum	1	\$10,661.00	\$10,661.00	
42	FURNISH AND INSTALL CONNECTION "C" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	42	Lump Sum	1	\$8,571.00	\$8,571.00	
43	FURNISH AND INSTALL CONNECTION "D" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	43	Lump Sum	1	\$8,571.00	\$8,571.00	
44	FURNISH AND INSTALL CONNECTION "E" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	44	Lump Sum	1	\$6,481.00	\$6,481.00	
45	FURNISH AND INSTALL CONNECTION "F" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	45	Lump Sum	1	\$6,481.00	\$6,481.00	
46	FURNISH AND INSTALL CONNECTION "G" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	46	Lump Sum	1	\$8,571.00	\$8,571.00	
47	PREPARE AND IMPLEMENT TRAFFIC CONTROL TO ACCOMMODATE CONTRACTOR'S CONSTRUCTION SCHEDULE AND METHODS					
	47	Lump Sum	1	\$5,500.00	\$5,500.00	
48	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN AND MONITORING PROGRAM AND BMP IMPLEMENTATION					
	48	Lump Sum	1	\$17,279.00	\$17,279.00	
49	POTHOLE ALL EXISTING UTILITIES SHOWN ON PLANS WHICH MAY BE CONFLICT HORIZONTALLY AND VERTICALLY PRIOR TO CONSTRUCTION					
	49	Lump Sum	1	\$12,126.00	\$12,126.00	
50	IMPLEMENT CEQA REQUIREMENTS INCLUDING MITIGATION MONITORING AND REPORTING PROGRAM					
	50	Lump Sum	1	\$11,132.00	\$11,132.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
51	FLUSHING AND PRESSURE TESTING PIPELINES					
	51	Lump Sum	1	\$4,963.00	\$4,963.00	
52	DISINFECTION AND BAC-T TESTING OF WATERLINES AND DISCHARGE PER CITY'S REQUIREMENTS					
	52	Lump Sum	1	\$4,963.00	\$4,963.00	
53	MAINTAIN AND PROVIDE RECORD DRAWINGS PER SPECIFICATIONS					
	53	Lump Sum	1	\$1,795.00	\$1,795.00	
54	ABANDON EXISTING WATERLINE IN PLACE AND SALVAGE APPURTENANCES TO CITY OF BANNING					
	54	Lump Sum	1	\$6,816.00	\$6,816.00	
55	FURNISH AND INSTALL VARIOUS SIZE PIPE MATERIAL PER SPECIAL PROVISIONS					
	55	Lump Sum	1	\$6,582.00	\$6,582.00	
56	ALL WORK REQUIRED PER PLAN AND SPECIFICATIONS BUT NOT ON BID ITEM 1 THRU 56					
	56	Lump Sum	1	\$110.00	\$110.00	
57	FORCE ACCOUNT WORK					
	57	Lump Sum	1	\$30,000.00	\$30,000.00	
				Subtotal	\$1,055,120.00	
	BID SCHEDULE "B"					
58	PERMIT AND LICENSES					
	1	Lump Sum	1	\$3,513.00	\$3,513.00	
59	TRAFFIC CONTROL					
	2	Lump Sum	1	0	0	
60	CLEARING & GRUBBING					
	3	Lump Sum	1	\$7,150.00	\$7,150.00	
61	NPDES COMPLIANCE					
	4	Lump Sum	1	0	0	
62	FURNISH AND INSTALL 24" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 250, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	5	LF	7603	\$150.00	\$1,140,450.00	
63	FURNISH AND INSTALL 16" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 250, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	6	LF	62	\$580.00	\$35,960.00	
64	FURNISH AND INSTALL 12" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	7	LF	45	\$795.00	\$35,775.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
65	FURNISH AND INSTALL 8" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	8	LF	10	\$3,564.00	\$35,640.00	
66	FURNISH AND INSTALL 6" D.I.P. CML/PEE WITH V-BIO ENHANCED CLASS 350, TR FLEX JOINTS; TRENCH EXCAVATION, IMPORT SUITABLE BACKFILL MATERIALS, HAUL AND DISPOSAL EXCESS SOIL MATERIAL; INCLUDING CUTTING, FITTING, RESTRAINT JOINTS					
	9	LF	45	\$672.00	\$30,240.00	
67	FURNISH AND INSTALL 24" BUTTERFLY VALVE PER CITY STANDARD W-15					
	10	EA	8	\$10,441.00	\$83,528.00	
68	FURNISH AND INSTALL 16" BUTTERFLY VALVE PER CITY STANDARD W-15					
	11	EA	2	\$5,931.00	\$11,862.00	
69	FURNISH AND INSTALL 14" BUTTERFLY VALVE PER CITY STANDARD W-15					
	12	EA	1	\$6,701.00	\$6,701.00	
70	FURNISH AND INSTALL 12" BUTTERFLY VALVE PER CITY STANDARD W-15					
	13	EA	1	\$6,261.00	\$6,261.00	
71	FURNISH AND INSTALL 6" GATE VALVE FLANGED					
	14	EA	3	\$2,595.00	\$7,785.00	
72	FURNISH AND INSTALL 6" FIRE HYDRANT (WET BARREL)					
	15	EA	7	\$9,063.00	\$63,441.00	
73	FURNISH AND INSTALL 3" AIR VALVE AND VACUUM RELEASE VALVE					
	16	EA	8	\$8,696.00	\$69,568.00	
74	FURNISH AND INSTALL 2" SERVICE CONNECTION					
	17	EA	1	\$8,699.00	\$8,699.00	
75	FURNISH AND INSTALL 24" - 45° D.I. MJ x MJ ELBOWS					
	18	EA	11	\$1,829.00	\$20,119.00	
76	FURNISH AND INSTALL 24" - 22.5° D.I. MJ x MJ ELBOWS					
	19	EA	20	\$1,591.00	\$31,820.00	
77	FURNISH AND INSTALL 24" - 11.25° D.I. MJ x MJ ELBOWS					
	20	EA	21	\$1,721.00	\$36,141.00	
78	FURNISH AND INSTALL 16" - 90° D.I. MJ x MJ ELBOWS					
	21	EA	1	\$4,919.00	\$4,919.00	
79	FURNISH AND INSTALL 16" - 45° D.I. MJ x MJ ELBOWS					
	22	EA	2	\$2,994.00	\$5,988.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
80	FURNISH AND INSTALL 14" - 90° D.I. MJ x MJ ELBOWS					
	23	EA	1	\$4,919.00	\$4,919.00	
81	FURNISH AND INSTALL 12" - 45° D.I. MJ x MJ ELBOWS					
	24	EA	1	\$4,699.00	\$4,699.00	
82	FURNISH AND INSTALL 24" x 18" D.I. MJ x MJ REDUCER					
	25	EA	2	\$3,725.00	\$7,450.00	
83	FURNISH AND INSTALL 24" x 16" D.I. MJ x MJ REDUCER					
	26	EA	2	\$3,560.00	\$7,120.00	
84	FURNISH AND INSTALL 24" x 14" D.I. MJ x MJ REDUCER					
	27	EA	1	\$5,375.00	\$5,375.00	
85	FURNISH AND INSTALL 12" x 8" D.I. MJ x MJ REDUCER					
	28	EA	1	\$4,275.00	\$4,275.00	
86	FURNISH AND INSTALL 24" x 24" x 16" D.I. TEE					
	29	EA	1	\$6,915.00	\$6,915.00	
87	FURNISH AND INSTALL 24" x 24" x 12" D.I. TEE					
	30	EA	1	\$5,155.00	\$5,155.00	
88	FURNISH AND INSTALL 24" x 24" x 8" D.I. TEE					
	31	EA	1	\$6,695.00	\$6,695.00	
89	FURNISH AND INSTALL 24" x 24" x 6" D.I. TEE					
	32	EA	3	\$4,385.00	\$13,155.00	
90	FURNISH AND INSTALL 24" x 24" D.I. WYE					
	33	EA	2	\$6,899.00	\$13,798.00	
91	FURNISH AND INSTALL D.I. 8" - 90° ELBOW					
	34	EA	2	\$2,135.00	\$4,270.00	
92	FURNISH AND INSTALL SERVICE SADDLE					
	35	EA	1	0	0	
93	FURNISH AND INSTALL 24" DIA. D.I. BLIND FLANGE					
	36	EA	3	\$2,436.00	\$7,308.00	
94	FURNISH AND INSTALL 8" D.I. BLIND FLANGE					
	37	EA	1	\$3,939.00	\$3,939.00	
95	MOBILIZATION, INSURANCE, BONDS					
	38	Lump Sum	1	\$28,076.00	\$28,076.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
96	TRENCH AND EXCAVATION SHEETING, SHORING AND BRACING FOR PROTECTION OF LIFE AND LIMB					
	39	Lump Sum	1	\$7,249.00	\$7,249.00	
97	FURNISH AND INSTALL CONNECTION "A" INCLUDING VALVE FITTING, PIPING, DEWATERING THRUST BLOCKS AND ALL ASSOCIATED WORK					
	40	Lump Sum	1	\$8,901.00	\$8,901.00	
98	FURNISH AND INSTALL CONNECTION "B" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	41	Lump Sum	1	\$10,661.00	\$10,661.00	
99	FURNISH AND INSTALL CONNECTION "C" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	42	Lump Sum	1	\$8,571.00	\$8,571.00	
100	FURNISH AND INSTALL CONNECTION "D" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	43	Lump Sum	1	\$8,571.00	\$8,571.00	
101	FURNISH AND INSTALL CONNECTION "E" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	44	Lump Sum	1	\$6,481.00	\$6,481.00	
102	FURNISH AND INSTALL CONNECTION "F" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	45	Lump Sum	1	\$6,481.00	\$6,481.00	
103	FURNISH AND INSTALL CONNECTION "G" INCLUDING VALVE, FITTING, PIPING, DEWATERING AND ALL ASSOCIATED WORK					
	46	Lump Sum	1	\$8,571.00	\$8,571.00	
104	PREPARE AND IMPLEMENT TRAFFIC CONTROL TO ACCOMMODATE CONTRACTOR'S CONSTRUCTION SCHEDULE AND METHODS					
	47	Lump Sum	1	\$5,500.00	\$5,500.00	
105	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN AND MONITORING PROGRAM AND BMP IMPLEMENTATION					
	48	Lump Sum	1	\$16,220.00	\$16,220.00	
106	POTHOLE ALL EXISTING UTILITIES SHOWN ON PLANS WHICH MAY BE CONFLICT HORIZONTALLY AND VERTICALLY PRIOR TO CONSTRUCTION					
	49	Lump Sum	1	\$12,126.00	\$12,126.00	
107	IMPLEMENT CEQA REQUIREMENTS INCLUDING MITIGATION MONITORING AND REPORTING PROGRAM					
	50	Lump Sum	1	\$11,132.00	\$11,132.00	
108	FLUSHING AND PRESSURE TESTING PIPELINES					
	51	Lump Sum	1	\$4,963.00	\$4,963.00	
109	DISINFECTION AND BAC-T TESTING OF WATERLINES AND DISCHARGE PER CITY'S REQUIREMENTS					
	52	Lump Sum	1	\$4,963.00	\$4,963.00	
110	MAINTAIN AND PROVIDE RECORD DRAWINGS PER SPECIFICATIONS					
	53	Lump Sum	1	\$1,795.00	\$1,795.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
111	ABANDON EXISTING WATERLINE IN PLACE AND SALVAGE APPURTENANCES TO CITY OF BANNING					
	54	Lump Sum	1	\$6,816.00	\$6,816.00	
112	FURNISH AND INSTALL VARIOUS SIZE PIPE MATERIAL PER SPECIAL PROVISIONS					
	55	Lump Sum	1	\$6,582.00	\$6,582.00	
113	ALL WORK REQUIRED PER PLAN AND SPECIFICATIONS BUT NOT ON BID ITEM 1 THRU 56					
	56	Lump Sum	1	\$110.00	\$110.00	
114	FORCE ACCOUNT WORK					
	57	Lump Sum	1	\$30,000.00	\$30,000.00	
				Subtotal	\$1,934,402.00	
				Total	\$2,989,522.00	

ATTACHMENT 4

(Pipeline Materials Lowest Bid)

MCWANE DUCTILE BID DOCUMENTS

b. Bid Schedule

The undersigned hereby proposes to furnish the following items for the Owner, all in strict accordance with the attached and/or incorporated Special Requirements, including all labor, materials, equipment, work, method, etc., necessary to complete the work for the following bid prices:

BID SCHEDULE

PURCHASING AND DELIVERY OF DUCTILE IRON PIPELINE MATERIALS FOR BANNING WATER CANYON MAIN REPLACEMENT PROJECT – PHASE I (PROJECT NO. 2016-02W)

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Bid Price*</u>	<u>Bid Extension*</u>
1	24" Dia. Ductile Iron Pipe Class 250 with TR Flex joints by US Pipe or McWane, CML/PE-E with V-Bio Enhancement	7,603	LF	\$ <u>83.73</u>	\$ <u>636,599.19</u>
2	16" Dia. Ductile Iron Pipe Class 350 with TR Flex joints by US Pipe or McWane, CML/PE-E with V-Bio Enhancement	62	LF	\$ <u>52.12</u>	\$ <u>3,231.44</u>
3	12" Dia. Ductile Iron Pipe Class 350 with TR Flex joints by US Pipe or McWane, CML/PE-E with V-Bio Enhancement	45	LF	\$ <u>31.59</u>	\$ <u>1,421.55</u>
4	6" Dia. Ductile Iron Pipe Class 350 with TR Flex joints by US Pipe or McWane, CML/PE-E with V-Bio Enhancement	45	LF	\$ <u>14.77</u>	\$ <u>664.65</u>
5	Deliver per Special Requirements	1	LS	---	\$ <u> </u>
Total Bid Schedule				\$ <u>six hundred forty one thousand nine hundred sixteen & 87/100</u>	\$ <u>641,916.83</u>
(Sum of Extension Nos. 1 thru 5)					(Figures)

Note: Upon award of Contract, the Contractor may be required to provide the City with a further breakdown of the cost if needed.

* The above prices include any amount payable by the owner for taxes by reason of this contract.

3. NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF Alameda, being first
duly sworn, the party making the

(Name of Bidder) Alameda County

foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature]

(Signature)

Nick J. Kinn

(Typed Name)

SUBSCRIBED BEFORE ME on this 12th day of October, 2017

Sara Courtney

Notary Public

My commission Expires:

2-6-19



4. BID SECURITY OR BOND

There is enclosed herewith bid security or bond in the following form (check one):

N/A { } Cash (10%)
 { } Cashier's Check or Certified Check (10%)
 { } Bond - 1 Surety (10%)

in the sum of *N/A* (____) percent of the base bid of
____ (\$____), made payable to the
order of the City of Banning, and the undersigned agrees that in case of his failure to execute
the necessary Contract and furnish the required bonds and insurance certificates, the cashier's
check or surety bond and the money payable thereon shall be and remain the property of the
CITY OF BANNING.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Drawings and Specifications and Addenda (if any), has arranged with City staff a site visit if needed, and is thoroughly familiar with the contents and all of the conditions thereof.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (½) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below: (a) The

5. LIST OF SUBCONTRACTORS

NAME: <div style="text-align: center; font-size: 1.5em;">N/A</div>	License No: Classification:	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME: <div style="text-align: center; font-size: 1.5em;">N/A</div>	License No: Classification:	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

6. LIST OF MATERIAL SUPPLIERS

NAME: <i>MCWANE DUCTILE</i>	MATERIAL(S) TO BE SUPPLIED <i>DIP/VBIO</i>	
ADDRESS: <i>1375 MAGNOLIA</i>	Telephone: <i>951-371-1440</i>	Ownership (Circle One) Minority Women Not Applicable
City, Zip: <i>CORONA, CA 92879</i>	Bid Item No. <i>1-4</i>	% of Total bid <i>100</i>

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

7. LIST OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>
DIP/TRF	McLANE DUCTILE
VB10	McLANE DUCTILE

No change shall be allowed of any material manufacturer listed above after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

DECLARATION OF ACCURACY

I, the undersigned, declare under penalty of perjury that the information presented in this bid, including without limitation the Contractor's license number and expiration date, are true and correct to the best of my knowledge. The bid of any Bidder not signed by the Bidder, or not containing the Bidder's license number and license expiration date, or containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected.

Nick S. Kerner
Name

[Signature]
Signature

State Manager
Title

10/17/17
Date

N/A
Contractor's License No.

N/A
Federal ID No. (If applicable)

(SEAL - if Bid is by a corporation)

ATTEST

1401 East 2nd St
Address

Pocatello, Utah 83401
City, State, Zip

801-673-4036
Telephone

N/A
Type of License

N/A
Expiration Date of License

8. CERTIFICATION LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et. Seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor agrees to utilize federal job classifications for the submittal of the certified payrolls and further agrees to pay all of its employees the higher of the prevailing State or Federal wages.

CONTRACTOR:

M. Wilson Design Inc.
Firm Name

[Signature]
By

General Manager
Title

9. QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name

N/A

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

Year	Type of Work	Contract Amount	Location	Contact person/phone
1	N/A			
2				
3				
4				
5				

State of California Contractor's License No.: N/A

Contractor's License Expiration Date: N/A

Not Contractor

10. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- ☒ The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: _____

Titled: _____

Firm: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

ATTACHMENT 5

(RFP for Contract Administration Services)

CITY OF BANNING
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL (RFP)
CONTRACT ADMINISTRATION SERVICES for
BANNING WATER CANYON MAIN REPLACEMENT – PHASE 1

Release Date: October 11, 2017

Due Date: October 23, 2017 (by 4:00 p.m.)

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

I. PROPOSAL

The City of Banning is soliciting proposals from pre-qualified engineering firms to provide Contract Administration Services (CAS) for the proposed Banning Water Canyon Main Replacement – Phase 1 Project. The proposed project will replace approximately 7,700 linear feet of 16" and 20" riveted steel pipe with new 24" ductile iron pipe in the Banning Water Canyon located along the banks of the San Geronio River at the north end of the City of Banning. Project plans and the Mitigation Monitoring and Reporting Plan (MMRP) can be accessed through the following link:

<http://bit.ly/BanningWaterCanyon>

Additional Project information, as required, will be made available to the selected consultant.

II. SUBMITTAL INSTRUCTIONS

Proposals shall be accepted until October 23, 2017 at 4:00 p.m. via email:

Holly Stuart, Management Analyst – hstuart@ci.banning.ca.us

All firms receiving this request for proposals have been pre-qualified as part of the On-Call Engineering Services (RFP No. 17-009) and it is not necessary to include extensive company background. Selection, will be based on price (50%) and the experience of individuals proposed to be assigned to this project (50%). The selected consultant will need to execute a standard contract with the City for professional services.

The proposal shall include a fee schedule that provides a breakdown of hourly rates and proposed classifications, including any sub-consultants as well as the proposed percentage mark-up for reimbursable expenses. Prior experience completing similar projects shall be submitted for each proposed personnel.

The 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. Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size which excludes index/table of contents, tables, charts and graphic exhibits. The proposal shall include among other things:

- a. Proposal – The proposal shall be signed by the appropriate company executive who can bind the company in contractual services.
- 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. The Consultant will provide personnel to act independently in accomplishing work for the City.
- c. Project Schedule – Provide a tentative project schedule for the Scope of Work requested from start to completion. It is anticipated that the Construction project that will be overseen will have a contract duration of 120 working days, therefore this contract for CAS is expected to have a duration of approximately 180 working days after the issuance of Notice to Proceed.
- 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.
- e. Suggested Task Breakdown:
 - Task 1. Meetings
 - Task 2. Submittals Review
 - Task 3. Coordination of Contracts
 - Task 4. Field Observations
 - Task 5. Schedule Monitoring & Control
 - Task 6. Progress Reports
- f. Service/Project Approach and Understanding – Discussion of how the Project Leader will manage and prepare for CM of the Banning Water Canyon Main Replacement – Phase 1 project, including interaction with the City's Project Manager, and City Council. Also, provide discussion on Consultant and sub-consultant team 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

The main purpose of this work is to provide administration services in various capacities to facilitate the smooth progression of a pipeline construction project. The City has identified five main tasks, described below. Additional services may be suggested by the proposer for the City's consideration, but the price for these shall be clearly separated out in the proposal.

Task 1. Meetings

Consultant will be responsible for coordinating and facilitating meetings between the Contractor, Suppliers, the City of Banning and its Authorized Representatives, Utilities, and Regulatory Agencies, as applicable. Meetings will take place at City facilities or a trailer provided by the construction Contractor. Consultant shall document attendance and prepare meeting minutes, including any action items and requests for clarification that may arise. Meeting minutes shall be provided electronically no more than 48 hours after each meeting. In addition to a pre-construction meeting, weekly onsite meetings are expected for the duration of the project.

Separate meetings between Contract Administration Consultant and City staff will be scheduled as needed and be held at City Hall. For the purpose of budgeting for this proposal, assume one monthly meeting for a duration of two hours will be held between City staff and Consultant.

Task 2. Submittals Review

Materials submittals, cost breakdown submittal, work plan submittal, traffic control plan, requests for information (RFI's), change order requests, invoices, and other typical document submittals associated with a pipeline construction project shall be reviewed by the Consultant and a recommendation made to the City in writing. City will then conduct a final review and transmit the formal response to the Contractor. Consultant shall be responsible for maintaining a Submittal Log, RFI Log, Change Order Log, Invoice/Payment Log and employ similar methods to track other project documentation.

Task 3. Coordination of Contracts

This project will involve the administration of multiple contracts, including:

- Pipeline Materials Procurement
- Pipeline Construction
- Cultural Resources Monitoring
- Environmental Support Services (Biological, Archeological, Paleontological)
- Soils Testing
- Survey, Construction Staking, and As-built Drafting
- Contract Administration Services (this RFP)

Not all consultants will need to be present at all times during the course of this project. Additionally, certain tasks need to be performed ahead of ground-disturbing activities.

The main purpose of this task, therefore, is to assist with coordination of resources to minimize unproductive time and to ensure there are no avoidable delays in construction due to failures to anticipate required inspections.

Consultant shall maintain a list of contacts and advance notification requirements for scheduling each resource. Contract amounts and budget remaining shall be tracked on a regular basis and the City shall be notified if any budgetary concerns arise with as much advanced notice as possible in order to avoid construction delays.

Task 4. Field Observations

Consultant shall become familiar with the project plans, specifications, permit requirements from other agencies, existing field conditions in the project area, and the proposed construction sequence as presented by the Contractor. Maintain copies of all permits needed to construct the project onsite.

Anticipated field observations:

- Materials inspections upon delivery to verify quantity and type as well as identifying defects that could be cause for rejection
- Monitor compliance with Cal OSHA and identify safety concerns
- Verify compliance with MMRP requirements, including presence of required monitors
- Construction inspections to include at a minimum the tracking of equipment and personnel at the jobsite, checking alignment and depth of pipe, witnessing pressure testing and BacT testing, verifying compliance with BMPs, documenting with photographs and daily logs
- Make the Contractor aware of any non-conforming items as they are discovered
- Coordination with City personnel for required shutdowns
- Prepare punch list at substantial completion
- Final inspection

Task 5. Schedule Monitoring & Control

Consultant shall review the preliminary schedule submitted by Construction Contractor and identify any potential conflicts, omissions, or recommendations.

On a weekly basis, the baseline schedule shall be compared with actual progress and adjustments made as needed to schedule resources when needed, such as biological monitoring and archeological monitoring during ground-disturbing activities.

Consultant shall be responsible for tracking due-dates for submittals reviews and providing a reminder to the City if a response/decision has not been provided by noon on the day they are due.

Any slippage in schedule shall be documented and the cause identified to the extent possible.

Task 6. Progress Reports

A monthly progress report shall be prepared that summarizes project activities with enough detail to facilitate review of invoices by the City. A brief narrative shall be accompanied by copies of daily inspection logs, materials packing slips, and photographs in a digital format (CD or USB flash drive).

A copy of the "as-built" drawings shall be obtained from the Contractor at the end of each month, scanned, and transmitted to the City in a digital format.

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 scope and a "not to exceed fixed fee" for professional services and submit the Price Proposal Form (Attachment 1). 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 2 and comply with the City's insurance requirements as indicated in the agreement.

VIII. ATTACHMENTS:

1. Pricing Proposal Form
2. Agreement and Insurance Requirements
3. Pipeline Design Plans (electronic link provided)
4. Mitigation Monitoring and Reporting Program (electronic link provided)

ATTACHMENT 1

(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	Hours	Total Cost
1.	Meetings		\$
2.	Submittals Review		\$
3.	Coordination of Contracts		\$
4.	Field Observations		\$
5.	Schedule Monitoring & Control		\$
6.	Progress Reports		\$

A. Total proposal amount in written form:

B. Other 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.

ATTACHMENT 2

(Sample Agreement and Insurance Requirements)

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND
VENDOR NAME**

This AGREEMENT is entered into this [] day of [], 20[], by and between the **CITY OF BANNING**, a general law city a municipal corporation ("CITY") and **VENDOR NAME**, a **California corporation** ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$ [], for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is [REDACTED]. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on [REDACTED], 20 [REDACTED] unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained

by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation

policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Consultant arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
 - D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
 - F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be

an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Banning	
99 East Ramsey Street	
Banning, CA 92220	
ATTN: City Manager	ATTN:

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed

contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

ALEJANDRO DIAZ, INTERIM 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.

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 6

(Professional Services Agreement)

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF BANNING
AND
Michael Baker International**

This AGREEMENT is entered into this 14th day of November, 2017, by and between the **CITY OF BANNING**, a general law city a municipal corporation ("CITY") and **Michael Baker International**, a California corporation ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$177,730, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Mike Sutton, Principal In Charge. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2018 unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by

CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change.

The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Consultant arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
 - D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
 - F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- 18. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
- 19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Banning</u> <u>99 East Ramsey Street</u> <u>Banning, CA 92220</u>	<u>Michael Baker International</u> <u>75-410 Gerald Drive, Suite 100</u> <u>Palm Desert, CA 92211</u>
<u>ATTN: City Manager</u>	<u>ATTN: Mike Sutton</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

ALEJANDRO DIAZ, INTERIM CITY
MANAGER

By:

NAME:
TITLE:

By:

NAME:
TITLE:

ATTEST:

Sonja De La Fuente
Deputy City Clerk

Tax ID No.

APPROVED AS TO FORM:

Kevin G. Ennis, Esq, City Attorney
Richards, Watson & Gershon

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.

Proposal



Proud History
Prosperous Tomorrow



Contract Administration Services Banning Water Canyon Main Replacement

Phase 1

Michael Baker
INTERNATIONAL

We Make A Difference



October 23, 2017

Holly Stuart, Management Analyst
City of Banning
99 E. Ramsey St
Banning, CA 92220

Re: Contract Administration Services for Banning Water Canyon Main Replacement-Phase 1

Dear Ms. Stuart:

Michael Baker International (Michael Baker) appreciates the opportunity to propose to provide Construction Administration Services for the Banning Water Canyon Main Replacement, Phase 1. We are pleased to present our proposal to immediately provide a local construction management team experienced in years of providing major pipeline installation and replacement management services.

Our project team leader Bob Lemons, PE, and lead Construction Manager, Pat Hanify, PE, have over 50 years combined experience in major pipeline installations. Unique to this project is the similarity to pipeline installations that Bob and Pat have managed in the Santa Margarita, Santa Ana and Mojave River drainage areas. Permit issues from the Corps of Engineers, SWRCB, flood control agencies as well as numerous biological issues have been routinely managed by our team

Michael Baker proposes to offer our Senior Construction Inspector, Donald Romine, for this project. Donald has over 30 years experience in providing Construction Inspection services for major water and sewer pipeline facilities as well as treatment plant and reservoir construction.

In accordance with the requirements of this project RFP, our attached submittal provides an estimate of our predicted work hours and a schedule of activities consistent with the provided construction duration. We trust our submittal satisfies your requirements and is received favorably by the City.

If you have any questions or need additional information, please feel free to contact either Bob Lemons (blemons@mbakerintl.com; 951-970-6692) or me. We look forward to hearing from you.

Sincerely,



Mike Sutton, PE
Principal In Charge
760-341-6112
msutton@mbakerintl.com



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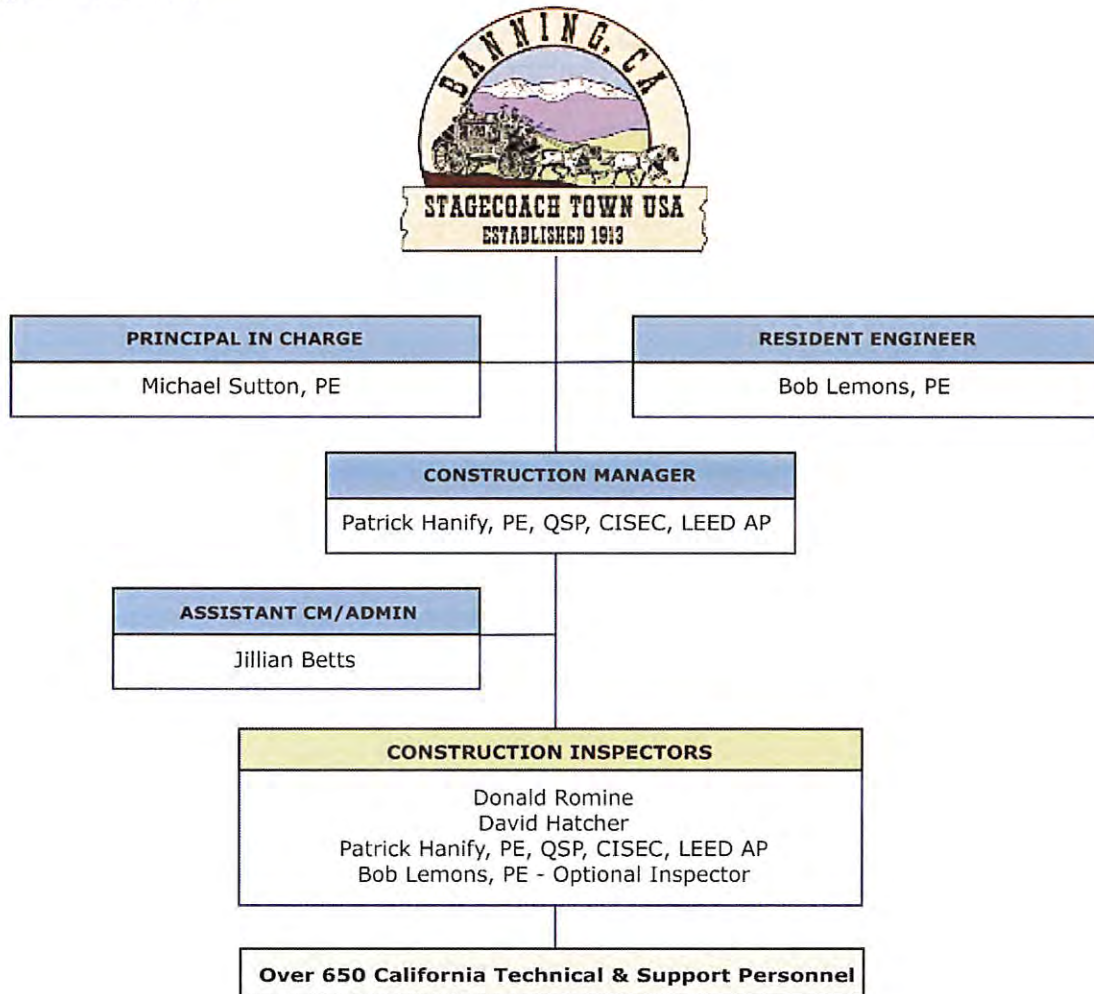
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Section 1 Organization and Staffing

Michael Baker has the in-house capabilities required to meet the City's needs. The selected Michael Baker Team is flexible and will provide turn-key, innovative, and cost-reducing solutions for the City of Banning.

Organization Chart



Resumes

Primary staff resumes can be found on the following pages.



Patrick Hanify, PE, QSP, CISEC, LEED AP | Point of Contact, Inspector

Mr. Hanify has over 12 years of experience in the civil engineering field. Mr. Hanify has overseen as Construction Manager the construction of **wells**, pipelines, pump stations, reservoirs, and wastewater collection systems among other water related projects. His degree in Engineering coupled with his Design Experience in public works, water resource and land development projects, provide him with a solid foundation for Construction Management & Inspection work. Mr. Hanify has extensive experience providing Labor Compliance Services on grant-funded projects. Mr. Patrick Hanify's responsibilities within the Construction Management Department include the processing and reviewing RFI's, CCO's, RFQ's, shop drawings and submittals. He also reviews baseline CPM schedules, progress payments and bid documents; upholds code requirements; conducts progress meetings and organize meeting minutes; coordinates daily operations with Contractors; field inspections & materials testing; documentation of projects utilizing record drawings, digital photography, observation reports & quantities; coordinating with various agencies, utilities and residents, ensuring traffic control and site safety; and maintaining public relations.

Experience

Mojave Water Agency – R³ Projects, Victorville, California. Michael

Baker was selected by the Mojave Water Agency to provide construction management and inspection services for this project. The Phase I project had a \$36MM construction value included construction of **six (6) wells** to extract up to 15,000 acre-ft per year, with one well containing an **onsite treatment system (MIOX)**, a **central chlorination facility**, 4 turnout facilities with **hypochlorite injection**, over 5 miles of 42-inch diameter pipe, a 2.65 MG reservoir, and a 15,000 gpm pump station. Mr. Hanify's additional responsibilities included*: conducting preconstruction meetings, review and coordinate analysis of Contractor's submittals, RFI coordination, construction observation, assist in monthly progress payment recommendations, evaluate change orders and submit recommendations to MWA, preparation of project records and close-out documents, schedule review, conduct project meetings, prepare, and distribute minutes to designees, process job control documents, assist Contractor and Owner with **CA Prop 50 and ARRA funding requirements**, submit quarterly ARRA reports, conduct labor compliance site observations and interviews, collect and review certified payrolls, and collect monthly employment reports. **Mr. Hanify served as the Construction Manager and Labor Compliance Officer for this project.**

Hillwood - Raub 4-R & Raub 5-R Well Replacement Project, San Bernardino, California. Michael Baker provided Construction Management for the Well Replacement project that included the **drilling, equipping and testing of the two ground water extraction wells Raub 4-R & 5-R**. Work included Installation of discharge and pump-to-waste pipelines for Raub 4-R, Raub 5-R, and existing Raub 7, well pre-lube systems, abandonment of 3 wells and Demo of two 2 wells. Constructed approximately 4,400 linear feet of 12", 20" and 24" DIP pipelines, approximately 1,300 linear feet of 20" CML&CMC bypass line, conduits and equipment which are to handle or carry raw water to a nearby treatment facility. Mr. Hanify worked as the Construction Manager on this project that included conducting Project meetings, review submittals & RFI's, construction observation, monthly progress payment recommendations, evaluate change orders and submit recommendations to Hillwood, preparation of project records and close-out documents, schedule review, prepare, and distribute minutes to designees, process job control documents.

Chino Basin Desalter authority (CDA) Phase 3 Expansion Project, Ontario, California. Michael Baker is providing Program Management services to the Chino Basin Desalter Authority (CDA) for their Phase 3 Expansion Project. Once completed, the Phase 3 Expansion will increase production capacity of the CDA's

Years with Baker: 12

Years with Other Firms: 0

Degrees

B.S., 2007, Civil Engineering, Geospatial Option, California State Polytechnic University, Pomona

Licenses/Certifications

Professional Engineer - Civil, California, 2012, 79874

Certified Inspector of Sediment and Erosion Control (CISEC), CA #0789

Qualified SWPPP Practitioner (QSP), CA #20942

LEED AP

First Aid and CPR

OSHA 30



groundwater desalter Facilities to over 35,000 acre-ft per year of potable water capacity. The project includes construction of new groundwater wells, pipelines, treatment facility to recover desalter concentrate (i.e. concentrate reduction facility), product water pump station expansion and new product water pump stations. Mr. Hanify worked as the Assistant Program Manager for the entire Phase 3 Expansion as well as Contract Administration for the Drilling of Wells II-10 and II-11 which included document coordination, constructability review, value engineering, bid assistance, budget/quantity/schedule forecasting, pre-construction and construction conferences, contractor monitoring, document maintenance, cost management, RFI and RFC processing, submittal review, field issue resolution, change order, progress payment processing, completion recommendation, equipment/system testing, start-up/troubleshooting/operational demonstration, and close-out activities

Elsinore Valley Municipal Water District Multiple Projects, Elsinore Valley, California. Mr. Hanify worked as the Construction Manager which included Submittal, RFI coordination, meeting coordination construction observation, monthly progress payment recommendations, evaluate change orders and submit recommendations along with Schedule reviews to the projects as follows:

- **Illinois Pipeline Replacement Project** – Project consists of replacing 4-inch pipeline with a new 8-inch PVC pipeline to an existing Booster Pump Station.
- **Canyon Lake Water Treatment Plant Clarifier** – Includes the complete cleaning & repainting of the steel surfaces, repairing of the concrete structure & replacement of structures launders.
- **CLWTP Surface Aeration TTHM Removal Project** – The project encompassed the construction of a system to reduce the total TTHM concentration by construction of two new surface Aerators, new roof hatches, new blower, new concrete blower pad & Modifications of the inlet pipe
- **5 CIP Improvements Projects** - Water Main Replacement, Extending Recycled Water to Five Sites, Valve Replacement, AMR Water Meter Replacement & Water Pressure Zone Interconnection.

Rix Wells Retrofit Project, San Bernardino, CA. *San Bernardino Municipal Water Department.* Construction Manager and Inspector. The Work consists of construction of RIX Wellfield, including constructing 1 new well; equipping 4 wells; 3,700 of **DIP pipe** varying in size from 12-30 inch to convey produced well water to the existing RIX site; appurtenances; electrical and control systems; a power control center and building; installation of prepurchased pumps, motors, and variable frequency drives; installation of prepurchased standby diesel emergency generator; repair and reconstruction of existing improvements affected by the Work; and incidentals for complete and usable facility. Presently, during RIX facility shutdowns, no water is released from RIX, resulting in reduced flows on the Santa Ana River. Most recently due to prolonged drought conditions, increased groundwater pumping within the Santa Ana River Basin, and associated substantial reduction in river base flow during dry seasons, the periodic RIX shutdown has contributed to discontinuous river flow, which may cause stranding of some Santa Ana suckers and other instream fish species. The Department has committed to various RIX enhancements at the request of the expanding its existing test wells on 2.62 acres of a 35-acre area of the RIX Property to convert them to production wells in order to provide a supplemental water source to SAR, as needed, during shutdowns.



Bob Lemons, PE | RE / Optional Inspector

Mr. Lemons has over 30 years of experience in the civil engineering field. Mr. Lemons' experience includes working for the United States Navy, USDA Forest Services, Army Corps of Engineers, and Rancho California Water District, where he has held the position of Director of Engineering. Mr. Lemons has extensive knowledge of the water resources field, ground water management, and has a proven track record of managing multi-million dollar capital improvement projects. His responsibilities include resource and project management, engineering design and planning, and construction for wells, pipelines, pump stations, reservoirs, and wastewater collection systems among other water related engineering.

Years with Baker: 6

Years with Other Firms: 35

Degrees

M.S., 1980, Civil Engineering, University of California, Berkeley

B.S., 1977, Civil Engineering, California State Polytechnic University, Pomona

Licenses/Certifications

Professional Engineer - Civil, California, 1979, 30616

Experience

Mojave Water Agency – R³ Projects, Victorville, California. Michael Baker was selected by the Mojave Water Agency to provide construction management and inspection services for this project. The Phase I project had a \$36MM construction value included construction of six (6) wells to extract up to 15,000 acre-ft per year, with one well containing an onsite treatment system (MIOX), a central chlorination facility, 4 turnout facilities with hypochlorite injection, over 5 miles of 42-inch diameter pipe, a 2.65 MG reservoir, and a 15,000 gpm pump station. Mr. Lemons served as the Resident Engineer for this project.

Hillwood - Raub 4-R & Raub 5-R Well Replacement Project. Michael Baker provided Construction Management for the Well Replacement project that included the drilling, equipping and testing of the two ground water extraction wells Raub 4-R & 5-R. Work included Installation of discharge and pump-to-waste pipelines for Raub 4-R, Raub 5-R, and existing Raub 7, well pre-lube systems, abandonment of 3 wells and Demo of two 2 wells. Constructed approximately 4,400 linear feet of 12", 20" and 24" DIP pipelines, approximately 1,300 linear feet of 20" CML&CMC bypass line, conduits and equipment which are to handle or carry raw water to a nearby treatment facility. Mr. Lemons served as the Resident Engineer on this Project.

Elsinore Valley Municipal Water District Multiple Projects, Elsinore Valley, California. Mr. Lemons provided oversight of Civil Engineering Support which included Submittal and Schedule review recommendations to the projects as follows:

- Illinois Pipeline Replacement Project – Project consists of replacing 4-inch pipeline with a new 8-inch PVC pipeline to an existing Booster Pump Station.
- Canyon Lake Water Treatment Plant Clarifier – Includes the complete cleaning & repainting of the steel surfaces, repairing of the concrete structure & replacement of structures launders.
- CLWTP Surface Aeration TTHM Removal Project – The project encompassed the construction of a system to reduce the total TTHM concentration by construction of two new surface Aerators, new roof hatches, new blower, new concrete blower pad & Modifications of the inlet pipe
- 5 CIP Improvements Projects - Water Main Replacement, Extending Recycled Water to Five Sites, Valve Replacement, AMR Water Meter Replacement & Water Pressure Zone Interconnection.
- EVMWD Lemon Grove Booster Pump Station

Rancho California Water District, Temecula, California. Director of Engineering. Mr. Lemons' responsibilities included a \$25 Million annual operating budget and a \$30 Million capital improvement project for RWCD. Mr. Lemons supervised a staff of 20 engineers, and technical staff who comprised the planning, design, construction and engineering customer service departments. Other responsibilities involved the preparation of the annual programs and budgets; approval and supervision of all RCWD plans and specifications; acceptance and quality control of \$10 Million annual developer-contributed facilities. In the absence of the General Manager, Mr. Lemons has served as acting General Manager. Mr. Lemons has directed virtually all water supply and resource management activities for the District.



Donald Romine | Construction Inspector

Donald Romine has over 30 years of experience inspecting facilities. This experience encompasses pipelines, reservoirs, pump stations, wells, street improvements, and other public works projects. He has been responsible for monitoring construction activities, preparing daily construction inspection reports, verifying compliance with plans and specifications, ensuring testing is satisfactorily conducted verifying compliance with plans and specifications, ensuring testing is satisfactorily conducted, maintaining record drawings, conducting final inspections, generating final punch lists, and assisting in field start-ups.

Mr. Romine's experience includes the majority of the water supply installations in the Jurupa Community Services District CFD No. 1 and encompasses large diameter water lines, booster stations, water wells, and a welded steel water storage reservoir as well as retrofitting wells and chlorination facilities for the Yucca Water Company. Previous work for the Desert Water Agency involved installation, repair, and maintenance of existing water distribution and sewer systems as well as new pipeline installations.

Experience

Rix Wells Retrofit Project, San Bernardino, CA. *San Bernardino Municipal Water Department.* Inspector. The Work consists of construction of RIX Wellfield, including constructing 1 new well; equipping 4 wells; 3,700 of **DIP pipe** varying in size from 12-30 inch to convey produced well water to the existing RIX site; appurtenances; electrical and control systems; a power control center and building; installation of prepurchased pumps, motors, and variable frequency drives; installation of prepurchased standby diesel emergency generator; repair and reconstruction of existing improvements affected by the Work; and incidentals for complete and usable facility. Presently, during RIX facility shutdowns, no water is released from RIX, resulting in reduced flows on the Santa Ana River. Most recently due to prolonged drought conditions, increased groundwater pumping within the Santa Ana River Basin, and associated substantial reduction in river base flow during dry seasons, the periodic RIX shutdown has contributed to discontinuous river flow, which may cause stranding of some Santa Ana suckers and other instream fish species. The Department has committed to various RIX enhancements at the request of the expanding its existing test wells on 2.62 acres of a 35-acre area of the RIX Property to convert them to production wells in order to provide a supplemental water source to SAR, as needed, during shutdowns.

Mojave Water Agency – R3 Projects, Victorville, California. Michael Baker was selected by the Mojave Water Agency to provide construction management and inspection services for this project. The Phase I project had a \$36MM construction value included construction of **six (6) wells** to extract up to 15,000 acre-ft per year, with one well containing an **onsite treatment system (MIOX)**, a **central chlorination facility**, 4 turnout facilities with **hypochlorite injection**, over 5 miles of 42-inch diameter pipe, a 2.65 MG reservoir, and a 15,000 gpm pump station **Mr. Romine served as a Senior Construction Inspector for the equipping of all six (6) recovery wells.** His duties include: material testing and ensuring quality control; providing community relations and monitoring site safety; coordinating survey, and removal of hazardous materials. Coordinates activities, and schedules with utility companies, contractors, and with City departments; attend weekly and monthly progress meetings, organizes meeting minutes, change orders, schedules, progress payments, RFI's and reviews submittals. Compiles information and prepares daily reports and digital photos.

Elsinore Valley Municipal Water District Illinois Pipeline Replacement Project – Project consists of replacing 4-inch pipeline with a new 8-inch PVC pipeline to an existing Booster Pump Station. Mr. Romine's duties included construction inspection and documentation of the work including preparation of daily reports, photo documentation, and observation of BAC –T testing.

Years of Experience: 34

Education

Confined Space Awareness Course

Certificate, 2008, Construction Safety and Health, US Department of Labor, OSHA

Trenching and Excavation Training, CAL/OSHA

First Aid and CPR



David Hatcher | Construction Inspector

Mr. Hatcher has 28 years of construction industry experience with strong background in public water agency construction management and inspection services. He has provided management and observation of multiple project including primarily water and wastewater project. He has been the primary inspector for variety of land development, reservoir structures, retaining walls, paving, pipeline, plant head works, pump stations, trunk sewer, valves, blow offs, cathodic protection, steel tank coating inspection, welding inspection as well as city street construction, storm drain, wet and dry utilities, landscaping, irrigation, and facilities. Mr. Hatcher has also provided construction management, implementation, documentation, and compliance with state and federal procedures and practices. His responsibilities have included supervision of highly complex and specialized water/sewer construction projects.

Experience

Rancho California Water District, Temecula, California. Senior Construction Inspector for 27 years -Mr. Hatcher supervised and inspected a variety of highly complex and specialized water/sewer construction projects. He has also overseen the construction of over eighty (80) miles of pipeline, **Ten (10) Drilling & Equipping Wells with several including disinfection facilities**, six (6) pump stations with disinfection facilities and seven (7) reservoir totaling more than \$200 million of water and wastewater infrastructure.

Elsinore Valley Municipal Water District On-Call Inspections Services – Michael Baker was contracted to provide On-Call inspection services at EVMWD’s request. Mr. Hatcher duties included construction inspection and documentation of the work including preparation of daily reports, photo documentation, and observation, Coordination with EVMWD operations and office staff.

Elsinore Valley Municipal Water District Multiple Projects – Mr. Hatcher provided Construction Inspection Services that included Construction Inspection, documentation of work including photo documentation, Daily construction reports and observation of work and multiple testing’s to the projects as follows:

- **Canyon Lake Water Treatment Plant Clarifier** – Includes the complete cleaning & repainting of the steel surfaces, repairing of the concrete structure & replacement of structures launders.
- **CLWTP Surface Aeration TTHM Removal Project** – The project encompassed the construction of a system to reduce the total TTHM concentration by construction of two new surface Aerators, new roof hatches, new blower, new concrete blower pad & Modifications of the inlet pipe

Butterfield Station Waterline, Temecula, California. Mr. Hatcher served as a Construction Inspection for the installation of a two mile new main water line which consisted of 24 inch and 30 inch CML&C cement mortar lined concrete.

Reservoir Rehabilitation and Re-Coating, Temecula, California. Provided inspection for the sand blasting, surface preparation, and re-coating of over 12 RCWD reservoir rehabilitation projects.

Murrieta Valley Interceptor Trunk Sewer, Murrieta, California. Resident Inspector for Phase 1 and 2 for a 48 inch trunk sewer. Phase 1 project was three miles of sewer line and valued at \$9 million. Phase 2 was an additional \$3 million in construction cost. The project also included miles of street paving inspection and utility relocation and coordination. The project traveled through private ranch communities and 1,400 feet of 36 inch diameter micro-tunneling, was implemented to reduce impact to the community. Street paving for Brown Street and Adams Avenue was including in the project. The main trunk line construction was as 24 inches deep, in places and required double box shoring. Manholes were 60 inch and 72 inch size.

Years of Experience: 28

Education

Palomar College - San Marcos, California, Water Distribution Certificate

Licenses/Certifications

Certified Water Distribution Operator, Grade 1

Certified Water Distribution Operator, Grade 2

OSHA, Confined Space Training

Trench Excavation Training



Section 2 Firm Qualifications

History

Michael Baker International (formerly RBF Consulting), is a leading global provider of engineering and consulting services which includes planning, architectural, environmental, construction, program management, and full life cycle support services as well as information technology and communications services and solutions. The company provides its comprehensive range of services and solutions in support of U.S. federal, state, and municipal governments, foreign allied governments, and a wide range of commercial clients. With more than \$1 billion in annual revenue, Michael Baker has more than 6,000 employees in over 90 locations located across the U.S. and internationally. To learn more visit www.mbakintl.com.

Experience

Michael Baker's highly qualified construction project managers and field staff are experienced in all facets of construction engineering including subdivision mass grading, bridges, highways, roads, parks and recreational areas, utilities, pump stations, reservoirs, solid waste landfills, and water and sewage treatment plants.

Michael Baker utilizes the most advanced technologies for field engineering instrumentation. Combined with highly trained personnel, Michael Baker has the ability to perform nearly every conceivable construction management task, efficiently and economically. Following is a list of representative projects undertaken by Michael Baker in the last five years.

Below are a sampling of projects that demonstrate our ability to complete projects on schedule, and in an efficient, cost effective manner.

Raub 4-R & Raub 5-R Well Replacement Project

San Bernardino, CA

Michael Baker provided construction management services to Hillwood for the Raub 4-R & Raub 5-R Well Replacement Project. The included drilling and equipping of 2 wells that deliver raw water to a nearby treatment facility, over 4,400 lf of ductile iron pipe (DIP) and 1,300 liner feet of CML&CMC pipe, the demolition of the Raub 4 and 5 Wells and the abandonment of Raub Wells 1, 4, & 5.

Michael Baker was responsible for construction management on behalf of Hillwood. Specific tasks included overall coordination, administration, document coordination, constructability review, value engineering, bid solicitation and assistance, budget/quantity/schedule forecasting, pre-construction and construction conferences, meetings, contract administration, contractor monitoring, document maintenance, cost management, RFI and RFC processing, submittal review, insurance/permit/bond verification, field issue resolution, change order/purchase order/progress payment processing, completion recommendation, equipment/system testing, start-up/troubleshooting/operational demonstration, and close-out activities.



Highlights:

- Two Wells
- Teamed with Geoscience for Well Drilling
- Increased Well Field Capacity
- Improved Well Efficiency
- Coordinated with Riverside & San Bernardino county
- Public/Private Venture with Private Developer and Riverside Public Utilities

References:

Hillwood
901 Via Piemonte Street 175
Ontario, CA, 91764
Ned Sciortino, 909/382-2163
Ned.Sciortino@hillwood.com



Rix Wells Retrofit Project San Bernardino, CA

Michael Baker Intl provided CM and Inspection Services to SBMWD for the Rix Wells Retrofit Project. The Work consists of construction of RIX Wellfield, including constructing 1 new well; equipping 4 wells; 3,700 of DIP pipe varying in size from 12-30 inch to convey produced well water to the existing RIX site; appurtenances; electrical and control systems; a power control center and building; installation of prepurchased pumps, motors, and variable frequency drives; installation of prepurchased standby diesel emergency generator; repair and reconstruction of existing improvements affected by the Work; and incidentals for complete and usable facility.



The City of San Bernardino Municipal Water Department (SBMWD or "Department") jointly owns (with the City of Colton) and exclusively operates the 40 million gallons per day (mgd) Regional Tertiary Treatment Rapid Infiltration and Extraction (RIX) Facility to treat the secondary effluent from the City of San Bernardino's Water Reclamation Plant (WRP) and the City of Colton's Water Reclamation Facility (WRF) to tertiary standards according to waste discharge requirements, prior to discharging effluent to the Santa Ana River (SAR). Since 1996, the discharged treated effluent from RIX augments existing flows in the SAR, in turn contributing to suitable habitat for the Santa Ana sucker, listed as a federally and State of California threatened fish species endemic to a restricted geographical range of Southern California. Currently, the largest population has been identified in the area from Rialto Drain downstream to Mission Boulevard, particularly in the area near Riverside Avenue.

Presently, during RIX facility shutdowns, no water is released from RIX, resulting in reduced flows on the Santa Ana River. Most recently due to prolonged drought conditions, increased groundwater pumping within the Santa Ana River Basin, and associated substantial reduction in river base flow during dry seasons, the periodic RIX shutdown has contributed to discontinuous river flow, which may cause stranding of some Santa Ana suckers and other instream fish species. The Department has committed to various RIX enhancements at the request of the expanding its existing test wells on 2.62 acres of a 35-acre area of the RIX Property to convert them to production wells in order to provide a supplemental water source to SAR, as needed, during shutdowns.

Chino Basin Desalter Authority Phase 3 Expansion Chino, CA

Michael Baker is providing engineering services to the Chino Basin Desalter Authority (CDA) for their Phase 3 Expansion Project. Once completed, the Phase 3 Expansion will increase production capacity of the CDA's groundwater desalter facilities to over 35,000 acre-ft per year of potable water capacity. The project includes construction of new groundwater wells, pipelines, treatment facility to recover desalter concentrate (i.e. concentrate reduction facility), product water pump station expansion and new product water pump stations. The construction cost of the Phase 3 expansion is estimated at \$140 million and construction is expected to be completed 2016. Michael Baker is responsible for coordinating with CDPH to amend several existing CDPH operating permits, as well as obtaining a new operating permit for the concentrate reduction facility



Highlights:

- Overall Project Oversight
- Manage Construction / Management Team
- Manage over 8 Design Consultant Contracts, CDPH Permitting
- Coordination, Grant Funding Coordination and Compliance, Maintain Capital Budget Tracking and Stakeholder Coordination

Reference:

Chino Basin Desalter
Authority
6075 Kimball Avenue
Chino, California 91710
Curtis Paxton, 909/218-3230



(CRF). The CRF uses a state of the art pellet softening process as pre-treatment for the brine prior to secondary reverse osmosis treatment. Michael Baker is also coordinating with two separate CDPH Drinking Water District Offices (San Bernardino and Riverside District) due to CDA facilities being located within two CDPH field office jurisdictions.

Regional Recharge and Recovery (R3) Project Victor Valley, CA

Michael Baker provided construction management services to the Mojave Water Agency (MWA) for the Regional Recharge and Recovery Project (R3). The Phase I project included drilling and equipping of six wells to extract up to 15,000 acre-feet per year, with one well containing an onsite treatment system (MIOX), a central chlorination facility, 4 turnout facilities with hypochlorite injection, over five miles of 42-inch diameter pipe, a 2.65 MG reservoir, and a 15,000 gpm pump station.

The MWA established an aggressive schedule for the construction, and funding was acquired from multiple sources. Time was of the essence for the construction of this R3 project as it was a key component in supplying the water resources needed in the Mojave Alto Subbasin. The construction encompassed: a series of wells adjacent to the Upper Mojave River floodplain; a pipeline system to collect water from the well system; a conveyance pipeline; a pumping system to deliver water to turnout locations between the Mojave River and Highway 395; and spreading facilities adjacent to the Mojave River south of the proposed well field. The project will be able to pump approximately 40,000 acre-feet per year for use in areas west of the Mojave River.

Michael Baker served as an extension of MWA Staff and was responsible for comprehensive program management, construction management, and inspection services including various specialty inspections. Specific tasks included overall coordination, administration, planning, staffing, document coordination, safety program compliance, constructability review, value engineering, bid solicitation and assistance, budget/quantity/schedule forecasting, pre-construction and construction conferences, meetings, contract administration, field inspection, contractor monitoring, document maintenance, storm water compliance review, cost management, RFI and RFC processing, submittal review, insurance/permit/bond verification, prevailing wage monitoring, field issue resolution, change order/purchase order/progress payment processing, labor compliance, progress report preparation, completion recommendation, equipment/system testing, start-up/troubleshooting/operational demonstration, and close-out activities.

Plant 137 and Live Oak Road Pipeline Replacement Project, Inspection Services Highland, CA

Michael Baker provided Construction Inspection Services to the East Valley Water District for the installation of approximately 3,185 lineal feet of 12" ductile iron waterline and appurtenances through the rocky foothills of a residential neighborhood in Highland, Ca. Construction of this \$717,000 project also included demolition of existing treatment train equipment and construction of facility site improvements at Plant 137. Michael Baker Construction Inspection responsibilities included daily report documentation and digital recording of the Contractor's work; coordination and scheduling of material testing and quality control; monitoring traffic control measures and documenting storm water BMP installation and maintenance; community relations and coordination with

Highlights:

- Six Wells with a central chlorination facility
- Chlorine injection
- On-site treatment
- Teamed with Geoscience for Well Drilling
- Construction Management
- Construction Contract Strategy Support
- Construction Inspection
- Bureau of Reclamation and Department of Water Resources Funding
- \$36MM+ construction value

References:

Mojave Water Agency
Gary Martin (Former GM),
661/713-8161
Wayne Vogel, 760/946-7000

Highlights:

- Completed Construction Contract With Less Than 1.2 % Change Orders.
- Flawless Residential Traffic Control and Community Public Relations.



public utility agencies; attending bi-weekly progress meetings; assisting in the processing of change orders, construction schedule reviews, progress payments, RFI's, and submittals; and checking site safety procedures.

Lost Horse Reservoir and Pipeline, Construction Management and Inspection Indio, CA

Michael Baker provided construction management for the Lost Horse Reservoir and Pipeline project for the Indio Water Authority. The project site is located in the Indio Hills in Riverside County, California. Michael Baker managed the Construction of the five million gallon, above ground welded steel water reservoir, 5,000 feet of dual 18-inch potable water pipeline, electrical, solar power, instrumentation and control, as well as the main inlet and outlet running from, and connecting to, the existing Terra Lago Booster Pumping Station.

Michael Baker's duties included: providing community relations and monitoring site safety; coordinating survey, material testing, and removal of hazardous materials; conducting weekly progress meetings and preparing minutes; monitoring project schedules; and preparing and processing control documents such as RFI's, submittals, work change directives, progress payments, change orders, and coordination with the Indio Water Authority.

The project was completed on schedule and included negotiations that resulted in the project being completed \$9K under bid. Through excellent claims avoidance and change order resolution we provided a cost savings of \$112,000.

Highlights:

- 5 MG Steel Reservoir
- 5,000 LF Dual 18-Inch Pipeline
- Completed \$9K Under Bid



References

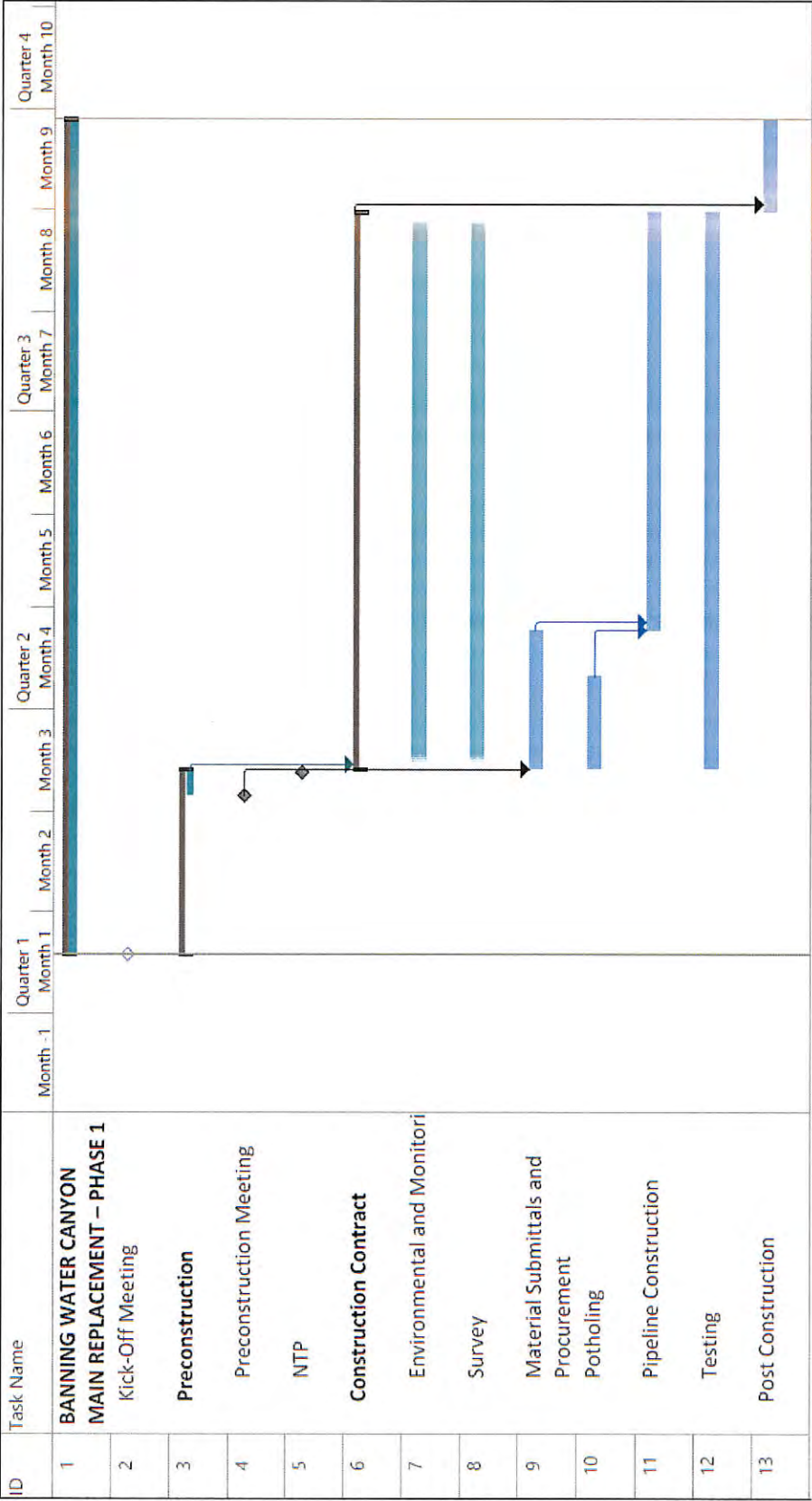
Organization Contact: MWA, Wayne Vogel Phone: 760/946-7036 E-Mail: wvogel@mojavewater.org	Project Size: 6 New Wells, 5 Miles of 42" Pipe Description: Drilling and equipping 6 Wells, Onsite Treatment System, Chlorination Facility, 4 Turnout Facilities, 5 Miles of 42" Pipe, 2.65 MG Reservoir, 15,000 gmp Pump Station
Description of Services: Michael Baker provided construction management services to the Mojave Water Agency (MWA) for the Regional Recharge and Recovery Project (R 3). The Phase I project included drilling and equipping of six wells to extract up to 15,000 acre-feet per year, with one well containing an onsite treatment system (MIOX), a central chlorination facility, 4 turnout facilities with hypochlorite injection, over five miles of 42-inch diameter pipe, a 2.65 MG reservoir, and a 15,000 gpm pump station. The MWA established an aggressive schedule for the construction, and funding was acquired from multiple sources. Time was of the essence for the construction of this R 3 project as it was a key component in supplying the water resources needed in the Mojave Alto Subbasin. The construction encompassed: a series of wells adjacent to the Upper Mojave River floodplain; a pipeline system to collect water from the well system; a conveyance pipeline; a pumping system to deliver water to turnout locations between the Mojave River and Highway 395; and spreading facilities adjacent to the Mojave River south of the proposed well field. The project will be able to pump approximately 40,000 acre-feet per year for use in areas west of the Mojave River. Michael Baker served as an extension of MWA Staff and was responsible for comprehensive program management, construction management, and inspection services including various specialty inspections. Specific tasks included overall coordination, administration, planning, staffing, document coordination, safety program compliance, constructability review, value engineering, bid solicitation and assistance, budget/quantity/schedule forecasting, pre-construction and construction conferences, meetings, contract	



administration, field inspection, contractor monitoring, document maintenance, storm water compliance review, cost management, RFI and RFC processing, submittal review, insurance/permit/bond verification, prevailing wage monitoring, field issue resolution, change order/purchase order/progress payment processing, labor compliance, progress report preparation, completion recommendation, equipment/system testing, start-up/troubleshooting/operational demonstration, and close-out activities.	
Organization Contact: Hillwood, Ned Sciortino Phone: 909/382-2163 E-Mail: ned.sciortino@hillwood.com	Project Size: 2 New Wells, 5 Existing Wells Description: CM and Inspection - Drill & Equip 2 New Wells, Abandon 3 wells, Demolish 2 Wells
Description of Services: Michael Baker was retained by Hillwood to provide Construction Management for the Well Replacement Project. This \$5,684,773 dollar project included the drilling, equipping and testing of two ground water extraction wells Raub 4-R & Raub 5-R with disinfection of both wells. Installation of discharge and pump-to-waste pipelines for Raub 4-R, Raub 5-R, and existing Raub 7. Installation of a pre-lube system. Abandonment of 3 wells and Demolished 2 wells. Constructed electrical improvements, approximately 4,400 linear feet of 12", 20" and 24" DIP pipelines, approximately 1,300 linear feet of 20" CML&CMC bypass line, conduits and equipment which are to handle or carry raw water to a nearby treatment facility. Emergency generator connections were installed at each well.	
Organization Contact: CDA, Curtis Paxton Phone: 909/218-3230 E-Mail: cpaxton@chinodesalter.org	Project Size: \$140,000,000 Construction Description: Program Management and Contract Administration – Wells, Pipelines, Treatment Facility, Pump Station Expansion.
Description of Services: Michael Baker is providing engineering services to the Chino Basin Desalter Authority (CDA) for their Phase 3 Expansion Project. Once completed, the Phase 3 Expansion will increase production capacity of the CDA's groundwater desalter Facilities to over 35,000 acre-ft per year of potable water capacity. The project includes construction of new groundwater wells, pipelines, treatment facility to recover desalter concentrate (i.e. concentrate reduction facility), product water pump station expansion and new product water pump stations. The construction cost of the Phase 3 expansion is estimated at \$140 million and construction is expected to be completed early 2016. Michael Baker is responsible for coordinating with CDPH to amend several existing CDPH operating permits, as well as obtaining a new operating permit for the concentrate reduction facility (CRF). The CRF uses a state of the art pellet softening process as pre-treatment for the brine prior to secondary reverse osmosis treatment. Michael Baker is also coordinating with two separate CDPH Drinking Water District Offices (San Bernardino and Riverside District) due to CDA facilities being located within two CDPH field office jurisdictions.	



Section 3 Project Schedule





Section 4 Proposed Fee Schedule

Hourly Contract Administration Rates



Contract Administration Services HOURLY RATE SCHEDULE

Title/Role	Rate
Resident Engineer / QCQC.....	175.00
Submittal Support.....	175.00
Construction Manager.....	145.00
Field Engineer/Assist. CM	90.00
Sr. Field Inspector	115.00
Admin Assistant.....	75.00

1. The Hourly Rate Schedule shown above is a part of Michael Baker's proposal for use in invoicing for progress payments for all inspection work performed.
2. The Point of Contact will only bill time if requested to coordinate additional services such as material or compaction testing as requested.

Construction Mileage Rate

53.5 cents per mile *

Michael Baker adheres to the Federal determined mileage rate. As the Federal rate changes, so will Michael Baker's mileage rate.



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	Hours	Total Cost
1.	Meetings	195	\$ 27,190
2.	Submittals Review	135	\$ 18,275
3.	Coordination of Contracts	162	\$ 22,190
4.	Field Observations	810	\$ 94,550
5.	Schedule Monitoring & Control	109	\$ 12,030
6.	Progress Reports	33	\$ 3,495

A. Total proposal amount in written form:

One hundred seventy-seven thousand, seven hundred thirty

B. Other 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.



Cost Estimate

TASKS	Approximate Person Hours							Total Est Hours	Direct Labor Cost	Other Direct Cost	Total Estimated Fee
	Resident Engineer / QA/QC	Submittal Support	Construction Manager	Field Engineer / Asst Ctlr	Sr. Field Inspector	Admin. Asst.					
Rates	\$ 175.00	\$ 175.00	\$ 145.00	\$ 90.00	\$ 115.00	\$ 75.00					
Task 1 - Meetings											
Kick-Off Meeting (assumes 1)	3		3	3	3	2		14	\$ 1,725	\$ 200	\$ 1,925
City Meetings (assumes 9)	18		24	24	24	9		75	\$ 9,825	\$ 800	\$ 10,625
Pre-Construction Meeting / Coordination (assumes 1)	2		2	2	2	2		10	\$ 1,200	\$ 200	\$ 1,400
Construction Progress Meetings (bi-weekly assume 24)	24		24	24	24	24		96	\$ 11,640	\$ 1,600	\$ 13,240
Subtotal Task 1 Amount:	47	0	53	53	14	28		195	\$ 24,390	\$ 2,800	\$ 27,190
Task 2 - Submittal Review											
Submittal Review Coordination & Log (assume 20) (See note 2)	10	20	5	5		5		45	\$ 6,800	\$ 50	\$ 6,850
CCO Review / Recommendation & Log (assumes 10)	5		15	5		4		29	\$ 3,800	\$ 50	\$ 3,850
RFI Review / Recommendation & Log (assumes 15)	5		15	5		4		29	\$ 3,800	\$ 50	\$ 3,850
Invoices Review / Recommendation & Log (See note 3)	5		10	5		12		32	\$ 3,675	\$ 50	\$ 3,725
Subtotal Task 2 Amount:	25	20	45	20	0	25		135	\$ 18,075	\$ 200	\$ 18,275
Task 3 - Coordination of Contracts											
Administer Contracts (See note 3)	6		120	36				162	\$ 21,690	\$ 500	\$ 22,190
Subtotal Task 3 Amount:	6	0	120	36	0	0		162	\$ 21,690	\$ 500	\$ 22,190
Task 4 - Field Observations											
Field Observations as Required (See note 1)					810			810	\$ 93,150	\$ 1,400	\$ 94,550
Subtotal Task 4 Amount:										\$ 1,400	\$ 94,550
Task 5 - Schedule Monitoring and Control											
Review of Preliminary Schedule (assumes 1 resubmittal)			4	1				5	\$ 670		\$ 670
Weekly Schedule Comparisons (24 Weeks)	8		24	72				104	\$ 11,360		\$ 11,360
Subtotal Task 5 Amount:	8	0	28	73	0	0		109	\$ 12,030	\$ -	\$ 12,030
Task 6 - Progress Reports											
Monthly Progress Reports (assumes 9)	3		6			24		33	\$ 3,195	\$ 300	\$ 3,495
Subtotal Task 6 Amount:	3	0	6	0	0	24		33	\$ 3,195	\$ 300	\$ 3,495
TOTAL NOT TO EXCEED AMOUNT	89	20	252	182	824	77		1444	\$ 172,530	\$ 5,200	\$ 177,730

Notes:

- Assumes 90 working days of fulltime observation and 30 partial days of inspection for verification of mitigation measures and implementation
- Traffic Control is assumed to require minimal review and coordination as road closures during working hours are assumed to be submitted and approved for the work in this area
- Assume Prime Construction Contract will be responsible for Cultural Monitoring, Pipeline Procurement, Pipeline Construction, Environmental Support Services and As-built Drafting as indicated in the Construction Specifications 2016-02W and those costs will be rolled into the Contractors monthly Progress Payments
- Assumes Inspection Requires Prevailing Wage



Section 5 Service/Project Approach and Understanding

Michael Baker understands that the City of Banning (City) is requesting proposals from professional engineering and/or construction management firms to provide Construction Administration Services (CAS) for the Banning Water Canyon Main Replacement-Phase 1 Project. The project consists of the installation of approximately 7700 lf of 24" ductile iron pipe (DIP) in the Banning Water Canyon along the banks of the San Geronio River at the north end of the City of Banning

The Michael Baker Construction Management Team has a history of providing similar Construction Administrative Services on other recent successful projects such as the Mojave Water Agency's R3 project, the City of Riverside's RAUB Well Replacement project and the Chino Basin Desalter Authority's Phase 3 Expansion project. Each of these projects involved the sensitive issues associated with installing pipeline facilities in zones within riparian areas and under the jurisdiction of State and Federal agencies charged with compliance and protection of these zones. Each of these projects involved the connection of wells into DIP lines.

Michael Baker proposes to employ the same senior team that has been successful in the on-time, on-budget completion of these projects. The team leader, Bob Lemons, PE, will perform the Resident Engineer functions and oversee all consultant activities and coordination with City personnel and council as necessary. Bob has over 40 years experience in the water and wastewater industry performing these duties.

Patrick Hanify, PE, will perform the duties as Construction Manager responsible for coordinating the activities of all inspection, scheduling of City environmental compliance teams or individuals, survey and all conditions of contract compliance. Patrick has over 12 years of experience with the Baker team providing these services and was a key player in a similar role in the success of the previously mentioned projects identified above.

Donald Romine will serve as Michael Baker's inspector on this project. Donald was a lead inspector on the MWA project for Baker. Donald has over 30 years of construction and inspection experience. He and the rest of the CAS team will be supported by Jillian Betts who will provide all documentation control, administrative support and inspection as necessary.

With an eye on safety and an extensive background of experience, Michael Baker's Construction Inspection Team consists of Cal-OSHA Certified and safety trained professionals.

Michael Baker utilizes the most advanced technologies for field engineering instrumentation including providing all of our highly-trained and tech-savvy Construction Inspectors with Laptop Computers, Air Cards and Cell Phones, all of which link them to "box", a state of the art, password-protected, web-based, project specific Document Tracking System (DTS) web-site. This system provides real-time status and instant access for all project team members, to obtain up-to-date, construction management and inspection information including: Plans and Specifications, Daily Reports, Submittals, RFI's, Punch Lists, Materials Tickets, Progress Payments, Meeting Minutes, and Photographic Images seamlessly, 24 hours a day.

Michael Baker is in a unique position to support this project from its local Palm Desert, Ontario, and Temecula offices with over 150 engineers, construction managers, inspectors and support personnel. Having a local presence provides the assurance that senior personnel may be on site in less than an hour if necessary.

Services

Michael Baker will perform comprehensive construction management services throughout the entirety of the project and will provide technical and administrative management services for the project, coordination and oversight of all activities related to the construction of the project, maintain close liaison with City's Project Manager, and copy the City Project Manager on all correspondence. Michael Baker will provide professional construction management services including but not limited to Pre-Construction, Construction Management, Testing and Inspection, As-Built Drawing review, Construction Report, and Project Administration in accordance with the requirements of the Scope-of-Work. The Michael Baker team will pay particular attention



to the oversight administration and documentation to the City contractors involved in the project and identified in Task 3 of the RFP.

Task 1: Pre-Construction

1. The Michael Baker Construction Manager & Resident Engineer (CM & RE) will establish communication protocol with City, discussion should include award of construction bid, chains of communication, common overall project goals, critical design elements and tentative schedule for pre-construction meeting. The CM will become intimately familiar with the design plans and specifications. This will enable the CM to be well prepared to address any Contractor questions and better handle changes due to changed field conditions.
2. Michael Baker will establish a management information system for contract administration and control. The master schedule should incorporate administration requirements and key construction milestone dates.
3. Michael Baker will establish a Submittals List - the project specifications will be reviewed and a log will be developed listing all required Contractor submittals.
4. Michael Baker will schedule and conduct a pre-construction meeting. Michael Baker will prepare an agenda that includes introduction of project participants, communication, authority, and responsibility, project health & safety issues, emergency notification procedures, establish weekly progress meeting schedule, submittal format, request for information procedures, site specific concerns, change order/extra work procedures and approvals, progress payments schedule and procedures, project construction quality control (CQA) requirements, project schedule milestones, special permit requirements, site facilities, utilities, traffic control, site security, storm water protection/erosion control, survey requirements and record drawings. The Michael Baker CM & RE will document the pre-construction meeting and will prepare meeting minutes for distribution to all attendees.
5. Michael Baker will review contractor's project schedule for accurate start dates, completion dates, other dates detailed in the bid documents, in sufficient detail and sequence of construction.
6. Michael Baker will review schedule of values and check for unbalanced pricing, ensure that all items are quantifiable and can be verified, and clarify work included in each scheduled item.

Task 2: Construction Management

1. Michael Baker will provide technical and administrative management services for the project, coordination and oversight of all activities related to the construction of the project, maintain close liaison with City's Project Manager, and copy the City Project Manager on all correspondence.
2. Michael Baker will perform the duties of Resident Engineer including construction inspection, pay quantity calculations, and the monitoring of the contractor's performance to ensure compliance with project plans, specifications, permits, regulatory requirements and agreements.
3. Michael Baker will ensure compliance with the State of California's NPDES Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. The CM will ensure that the Storm Water Pollution Prevention Plan (SWPPP) and Best Management Practices are fully implemented during the construction period.
4. Michael Baker will maintain project files at the job site. At a minimum, project files shall include the following:
 - All contract documents (including, Instructions to Bidders, Contractual Agreement, Proposal, Bid Documents, Bid Schedule, Subcontractors Listing, Bonds, Non-Collusion Affidavit, General Terms and Conditions, Special Conditions, Technical Specifications, CQA Requirements, etc.).
 - Relevant permits and requirements from local governments or regulatory agencies.
 - Appropriate reference specifications, standards, and standard plans.
 - Notice to Proceed and contract time accounting procedure and documentation.
 - Equipment and material submittal log (the construction contract shall be reviewed for submittal requirements and due dates shall be established based on the construction schedule).
 - Project personnel and emergency phone numbers.
 - Contract change order documentation and approval procedures Daily construction report format. (Supplemented by daily geotechnical reports or CQA reports prepared on printed forms).



- Required safety documentation and equipment.
 - Project photograph log.
 - Record drawing format.
5. Michael Baker will prepare and review agendas for the pre-construction meeting and weekly progress meetings.
 6. Michael Baker will prepare and review minutes for the pre-construction meeting and weekly progress meetings.
 7. Michael Baker will review and monitor the contractor's schedule through weekly meetings, prepare daily inspection records, and correspondence related to project activities.
 8. Michael Baker will identify actual and potential problems associated with the construction project and consult with the design engineer and City's Project Manager to implement engineering solutions. Problems shall be brought to the contractor's attention immediately so that corrective action can be taken as soon as possible to minimize the impact on the overall construction schedule.
 9. Michael Baker shall confer with and advise the City's Project Manager regarding the status of any significant items, and verify that appropriate notifications and/or coordination for specific events have taken place.
 10. Michael Baker will maintain an awareness of health and safety requirements and enforce applicable contract provisions for the protection of the public and project personnel.
 11. Michael Baker shall document contractor's Health and Safety Program by requiring the contractor to submit minutes from weekly tailgate safety meetings. The CM shall also require the contractor to submit a report when any health and safety related incidents or issues have occurred.
 12. Michael Baker coordinate submittal reviews with the design engineer.

Task 3: Testing and Inspection

Michael Baker will insure that all required testing is per the latest edition of the Standard Specifications and Standard Plans as issued by the State of California Department of Transportation. The following list contains, but is not limited to, the required tests for this project:

Subgrade/Base Material/Trench Tests

- Maximum density Curve
- In Place Compaction Test
- Sand Equivalent Test

Concrete Tests

- Slump Test/Air Test
- Compression Test

Asphalt Concrete Tests

- Gradation
- Extraction
- Stability Test
- Maximum Density
- Temperature
- In Place Density

Task 4: As-Built Drawings

Michael Baker will review contractor's as-built drawing markups and coordinate with the design engineer for the development of the final project as-built drawings prior to submission to the City for review.

Task 5: Construction Report

Michael Baker will prepare a construction report for the project that includes a narrative of the project construction activities and that compiles all construction documentation.

Task 6: Project Administration

Michael Baker will provide the project administration task that includes overall project administration services such as project scheduling, tracking, budgeting, invoicing, and weekly meetings. Invoices for this project shall indicate the project and task numbers.

We Make A Difference

Michael Baker

INTERNATIONAL

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